

Instructions

This postnuptial agreement should be filled out with your spouse. Most courts will look at the agreement to determine if it is fair and equitable to each of you, and thus, should be filled out with a sense of fair play. On that note, it is important to fully disclose your finances and the property each of you currently have, and to be as accurate as possible when listing any joint or community property you own. Try to come to an agreement about the values of each so that you are aware of the overall picture of the marital estate.

This template is not legal advice, nor should it be treated as such. Some jurisdictions require you to consult independent legal counsel to approve agreements. It is strongly advised for you and your spouse to meet with independent legal counsel concerning the matters in this agreement *before* you execute it.

QUESTIONS

SECTION 1 – INTRODUCTION AND DISCLOSURES

Question 1: Please provide information about yourselves:

Party A: John Doe, 55 Oak Lane, Mariner, Texifornia, 55555

Party B: Jane Doe, 55 Oak Lane, Mariner, Texifornia, 55555

Question 2: In what state do you reside? If you move, do you want a different state's law to apply? If so, which state?

- Reside in Texifornia
- Want Texifornia's laws to apply, even if we move

Question 3: On what date were you married?

- June 20, 2010

Question 4: This is where Party A will list all the assets he or she owns **separately** (that is, before the marriage, inheritance, or gift, but check the laws of your state):

4a) Please list all cash and accounts, including checking, savings and money market accounts. Be specific – include values and locations.

- Account at First Bank of Texifornia (Savings) – Approx: \$3,000

4b) Please list all IRA/Retirement/Pension accounts. Include the value as of the date of your marriage, today's date, and the locations of each.

- 401(k) account through my employer – located at Edward Jones. Value as of date of marriage, approximately \$8,500.00. As of today \$14,000.00.

4c) Please list all Accounts Receivable and Notes Receivable – that is, any money you have loaned out, or invoices that you are expecting to be paid. Again, include values.

- n/a

4d) Please list all stocks and bonds in which you have an interest. Include the number of shares you own, their values as of today's date, the locations, and ensure you have the stock certificates on hand.

- Inherited stocks from my grandmother with Coca Cola – about 50 shares, valued at \$5,000 as of today's date.

4e) Please list out all business in which you have an interest, and what kind of business it is. Specify whether it is a partnership, sole proprietorship, corporation, or the like. Also include what percentage of the business you own, and identify any third parties with whom you share an interest.

- n/a

4f) List out all real property in which you have an interest, their values and locations. Include any third parties with whom you share an interest.

- n/a

4g) List out all motor vehicles you own, with the VIN, and their approximate value (including the balance of any liens associated therewith).

- 2007 Ford F-150; paid off. Approximate value \$8,000.00

4h) Include any value you might have in life insurance, particularly if there is cash value associated with it.

- n/a

4i) List out all personal property you own. Try to be specific, but not bogged down in the small details. For example, try to group together, 'Kitchen Appliances' and estimate their value, rather than listing out every single knife, fork and spoon.

- wedding ring
- baseball card collection (inherited from my uncle)
- living room furniture (coffee table, end tables, bookshelf)
- Cast Iron kitchen dishes (frying pan, dutch oven)

4h) List out any other assets that you feel have not been disclosed here.

- n/a

Question 5: This is where Party B will list all the assets he or she **owns separately** (that is, before the marriage, inheritance, or gift, but check the laws of your state):

5a) Please list all cash and accounts, including checking, savings and money market accounts. Be specific – include values and locations.

- n/a

5b) Please list all IRA/Retirement/Pension accounts. Include the value as of the date of marriage, today's date, and the locations of each.

- IRA with Merrill-Lynch, value on day of marriage: \$10,250, value as of today: \$20,000.

5c) Please list all Accounts Receivable and Notes Receivable – that is, any money you have loaned out, or invoices that you are expecting to be paid. Again, include values.

- Loaned \$5,000 to my Sister, Janet Doe – promissory note attached.

5d) Please list all stocks and bonds in which you have an interest. Include the number of shares you own, their values as of today's date, the locations, and ensure you have the stock certificates on hand.

- n/a

5e) Please list out all business in which you have an interest, and what kind of business it is. Specify whether it is a partnership, sole proprietorship, corporation, or the like. Also include what percentage of the business you own, and identify any third parties with whom you share an interest.

- Jane's Jams – sole proprietorship. Sells homemade jams around the county. I own 100% of the business.

5f) List out all real property in which you have an interest, their values and locations. Include any third parties with whom you share an interest.

- purchased small commercial property at 19 Commerce Ln, Mariner, Texifornia, 55555 in 2005. Current value: \$65,000.00. Paid in full.

5g) List out all motor vehicles you own, with the VIN, and their approximate value (including the balance of any liens associated therewith).

n/a

5h) Include any value you might have in life insurance, particularly if there is cash value associated with it.

- Policy with Hendricks Life; approx.. \$30,000 cash value.

5i) List out all personal property you own. Try to be specific, but not bogged down in the small details. For example, try to group together, 'Kitchen Appliances' and estimate their value, rather than listing out every single knife, fork and spoon.

- wedding ring
- jewelry inherited from grandmother (pearl necklace, diamond bracelet, several large gemstone rings)
- guns inherited from my grandfather (2 pistols and a rifle)

5h) List out any other assets that you feel have not been disclosed here.

- n/a

Question 6: This is where you list all the assets you own jointly (it is important you do this together). This will include the questions listed in the two previous questions:

6a) Please list all cash and accounts, including checking, savings and money market accounts. Be specific – include values and locations.

- Joint Checking at First National Bank – Approx value: \$1,000.00
- Joint Savings at First National Bank – Approx value: \$8,000.00
- Cash in Safety Deposit Box at First National Bank – Approx: \$6,000.00

6b) Please list all IRA/Retirement/Pension accounts. Include the value as of today's date, and the locations of each.

- Party A: IRA with employer (Texifornia Electric) with Edward Jones:
Approx value: \$6,000.00

- Party B: Pension with Corporation, Inc., located at Merrill Lynch;
approx.. value: \$3,000.00

6c) Please list all Accounts Receivable and Notes Receivable – that is, any money you have loaned out, or invoices that you are expecting to be paid. Again, include values.

- n/a

6d) Please list all stocks and bonds in which you have an interest. Include the number of shares you own, their values as of today's date, the locations, and ensure you have the stock certificates on hand.

- 100 shares of Facebook; approx. value \$30,000.00

6e) Please list out all business in which you have an interest, and what kind of business it is. Specify whether it is a partnership, sole proprietorship, corporation, or the like. Also include what percentage of the business you own, and identify any third parties with whom you share an interest.

- n/a

6f) List out all real property in which you have an interest, their values and locations. Include any third parties with whom you share an interest.

- House at 55 Oak Lane, Mariner, Texifornia, 55555; purchased in 2011. Approx value \$250,000.

- Ranch at 130 Cowboy Drive, Rodeo, Texifornia, 656555. Purchased in 2012; Approx. value (for the whole property) \$650,000.00. We own half (50%) with my sister, Janet Doe and her husband.

6g) List out all motor vehicles you own, with the VIN, and their approximate value (including the balance of any liens associated therewith).

- 2012 Honda Accord, approx. value \$12,000; balance of lien with Honda Financing, \$8,000.00.

6h) Include any value you might have in life insurance, particularly if there is cash value associated with it.

- n/a

6i) List out all personal property you own. Try to be specific, but not bogged down in the small details. For example, try to group together, 'Kitchen Appliances' and estimate their value, rather than listing out every single knife, fork and spoon.

- Kitchen Appliances, Dining Room table and chairs, Crystal and China (approx. value: \$1,000.00)
- Living Room furniture (sofa, chairs, tv, entertainment center) – approx. value: \$650.00
- Bedroom 1: (bed, end tables, tv, dresser) – approx. value: \$800.00
- Bedroom 2: (bed, end tables, dresser) – approx. value: \$500.00
- Outdoor appliances (lawnmower, edger, leaf blower, power tools, etc) – approx. value: \$3,500.00
- Clothes, jewelry, books, CDs/DVDs, etc: approx. value: \$500.00

6h) List out any other assets that you feel have not been disclosed here

- Livestock: 6 cattle, 2 horses – approx. value (\$10,000.00)

Question 7: This is where Party A should list all the debts or financial obligations he or she owns separately.

7a) List out Mortgage balances, the value as of today's date, and with whom it is located, and which property secures it.

- n/a

7b) List out the names of your credit cards, and the approximate balances as of today's date.

- n/a

7c) Include here the balances owed on any motor vehicles (including boats and planes), and with whom it is located.

- n/a

7d) Include here all loans you have taken out against your life insurance or retirement assets.

- n/a

7e) Include any tax liabilities you have, including against your separate property.

- n/a

7f) Include any other debts or obligations that have not been disclosed here.

- n/a

Question 8: This is where Party B should list all the debts or financial obligations he or she owns separately.

8a) List out Mortgage balances, the value as of today's date, and with whom it is located, and which property secures it.

-n/a

8b) List out the names of your credit cards, and the approximate balances as of today's date.

- Visa Business Card: Balance: \$1,200.00

8c) Include here the balances owed on any motor vehicles (including boats and planes), and with whom it is located.

-n/a

8d) Include here all loans you have taken out against your life insurance or retirement assets.

- Small Business Loan against IRA at Merrill Lynch, Balance remaining:
\$800.00

8e) Include any tax liabilities you have, including against your separate property.

- unpaid property taxes on Commercial property for 2015: Approx
\$5,000.0

8f) Include any other debts or obligations that have not been disclosed here.

-n/a

Question 9: This is where you list all the debts and liabilities you owe jointly.

9a) List out Mortgage balances, the value as of today's date, and with whom it is located, and which property secures it.

- \$235,000.00 for the 55 Oak Lane property; located with Mariner
Mortgages.

- \$250,000.00 for the Ranch property; located with Cowboy Credit.

9b) List out the names of your credit cards, and the approximate balances as of today's date.

o Visa Credit Card – account ending in -656; approx. value: \$1,300.00

o MasterCard – account ending in -233; approx. value: \$3,500.00

9c) Include here the balances owed on any motor vehicles (including boats and planes), and with whom it is located.

- Approx \$8,000.00 with Honda Financing, secured by 2012 Honda Accord

9d) Include here all loans you have taken out against your life insurance or retirement assets.

- n/a

9e) Include any tax liabilities you have.

- n/a

9f) Include any other debts or obligations that have not been disclosed here.

- n/a

Article 1 – Income Derived from Separate Property

Question 10: If you own property ‘separately’, they may either appreciate, or depreciate. Sometimes, they can generate income and losses. How do you and your spouse want to handle the aforementioned scenarios?

- a) **all changes in value (including income or losses) will be considered separate (select 1.1)**
- b) all changes in value (including income or losses) will be considered joint (select 1.2)
- c) all changes in value (including income or losses) will be considered: either joint or separate (pick one), and the following property to which these changes in value are attached will be considered (either joint or separate): ****LIST**** (select 1.3)

Article 2 – Debt Derived from Separate Property

Question 11: How should the liabilities and obligations you have incurred be handled?

- **All liabilities listed in schedules C and D shall remain our separate liabilities and all liabilities associated with the properties listed in schedule A and B shall remain our joint liabilities. (Select 2.1)**
- All liabilities listed in schedules ____ and ____ shall remain our separate liabilities and all liabilities listed in schedule _____ shall remain our joint liabilities, with the exception of the following, which shall become separate (list and identify the individual to whom it shall belong). (Select 2.2)
- All liabilities listed in schedules _____ and ____ shall remain our separate liabilities and all liabilities listed in schedule _____ shall remain our joint liabilities, but all liabilities that we each incur individually as of the date of the execution of this agreement shall be our **JOINT** liabilities. (Select 2.3)
- 2.3 All liabilities listed in schedules _____ and ____ shall remain our separate liabilities and all liabilities listed in schedule _____ shall remain our joint liabilities, but all liabilities that we each incur individually as of the date of the execution of this agreement shall be our **SEPARATE** liabilities. (Select 2.4)

Article 3- Characterization of Separate/Community Property

Question 12: Do you want all separate property (that is, property you owned solely in your own name before the date of your marriage) to continue to be considered as separate property?

YES NO

Continue to the following questions:

12a: If not, do you want to convert some separately owned property prior to marriage into joint property? If so, please list, very specifically, what property you wish to convert, and make it clear that you identify who originally owned the property. **NOTE: sometimes, this requires an exchange of documents, such as real property transfers. This would be an area for you to consult with a licensed attorney if you have any questions. (Select EITHER/BOTH 3.2. or 3.3, depending on who is transferring which property).

- Party B (Jane Doe), wishes to gift her husband, John Doe (Party B), with a 50% interest in her commercial property located at 19 Commerce Ln, Mariner, Texifornia, 65666, in consideration of his love and respect. Gift deed to be attached as an exhibit, and incorporated hereto for all purposes.

12b: If yes, do you want all property earned from the date of marriage to be considered joint?

YES NO

(Select 3.4 if you answer Yes, Select 3.1 if No).

Question 12: If you receive an inheritance will said property be considered separate or joint? (Select 3.5 if separate, 3.6 if joint) **Separate**

Question 13: If you receive a gift, will said property be considered separate or joint? (Select 3.7 if separate, select 3.8 if joint) **Separate**

Question 14: If you receive a settlement or award from litigation, how do you want to treat this kind of award (separate or joint)? (Select 3.9 if separate, select 3.10 if joint) **Joint**

Question 15: In the event, after you sign this agreement, that it is difficult to determine whether debt or property acquired in the future is separate or community, as a default, how should the debt or property be organized?

- **If only one person is on the account or title, or there is another objective way to determine which person the property should belong to, then it should be considered the separate property of said person. If it is too**

difficult to determine objectively to whom the property or debt belongs, it should be considered joint property. (Select 3.11)

- Even if it is easy to determine to whom the debt or property belongs, the property or debt should be characterized as joint. (Select 3.12)

Article 4 – Disposition of Property Upon Death

Question 16: Concerns the disposition of property in the event one of you is predeceased. **If you already have a will in place, seek legal advice before making any changes, as certain requirements to make a valid change to a will may apply.** If you do NOT have a will, you may be entitled to a share of the deceased spouse's property (depending on jurisdiction).

- neither of us waives our right to the intestate share (select 4.1)
- **both of us waive our right to the intestate share (select 4.2)**
- Party A waives all rights, but Party B does not (Select 4.3)
- Party B waives all rights, but Party A does not (select 4.4)

Article 5 - Retirement Benefits

Question 17: This question concerns what each of you wishes to do regarding the retirement assets of the other spouse. ****NOTE**** - the waiver of retirement rights is very often controlled by Federal law. Some jurisdictions require the intention to waive rights of another's retirement benefits in front of a company plan representative. Seek legal counsel.

- **both of us waive rights to the retirement assets of the other (select 5.1 AND 5.2)**
- Party A waives rights, Party B does not (select 5.3 AND 5.4)
- Party B waives rights, Party A does not (select 5.5 AND 5.6)
- neither of us waives any rights to the retirement assets of the other (select 5.7)

Article 6 – Income Earned by Each Party

Question 18: This question concerns the division of any income you earn from this date forward. Should it be considered each party's separate, or joint/community?

- both party's earnings will be that respective party's separate property (select 6.1)
- **both party's earnings will be considered joint/community property (select 6.2)**
- Only Party A's earnings during the marriage will be considered his/her separate property; Party B's earnings will be considered joint/community (select 6.3)
- Only Party B's earnings during the marriage will be considered his/her separate property; Party B's earnings will be considered joint/community (select 6.4)

Article 7 – Bank Accounts

Question 19: Select one of the following concerning the bank accounts each of you has:

- We will maintain our current joint/community bank account (select 7.1)
- We will close our current joint/community bank account and divide the funds in it as follows: (select 7.2)
- We maintain our individual, separate bank accounts (select 7.3)
- We will close our individual, separate bank accounts, and contribute the remaining funds into a new joint/community bank account which we will open (select 7.4)
- **I do not wish to include anything about bank accounts in this agreement (select 7.5)**

Article 8 – Spousal Maintenance

Question 20: In the event of divorce, each spouse might be entitled to make a claim for alimony, spousal maintenance or support, whether temporary or permanent. NOTE: Many states require a party to seek legal counsel if waiving or limiting spousal support. You are advised to seek independent legal counsel before signing this agreement.

- Neither party waives or limits any potential rights or claims against the other (Select 8.1)
- Both parties waive or limit their potential rights or claims against the other (Select 8.2)
- If only one party waives or limits their potential rights or claims against the other, proceed with the following:

Select one choice for Party A:

- Party A does not waive or limit any potential rights or claims against Party B (Select 8.3)
- **Party A waives entirely any potential rights or claims against Party B (Select 8.4)**
- Party A **limits** all potential rights or claims against Party B to \$_____/month (select 8.5) and continue to “Limit Variations”
 - o Limit Variations
 - The limit of \$_____ stated above will never change (select 8.5 and 8.7)
 - The limit of \$_____ will increase by ___ % each year after our divorce, for a period of ____ years. (Select 8.5 and 8.8)
 - The limit of \$_____ will increase by \$_____ each year after our divorce, for a period of ____ years. (Select 8.5 and 8.9)

Select one choice for Party B:

- Party B does not waive or limit any potential rights or claims against Party A (Select 8.4)
- Party B **waives** entirely any potential rights or claims against Party A (select 8.3)
- **Party B limits all potential rights or claims against Party A to \$500/month (select 8.6 and proceed to “Limit Variations” below)**
 - o Limit Variations
 - **The limit of \$500 stated above will never change (select 8.6 and 8.7)**
 - The limit of \$_____ will increase by ___ % each year after our divorce, for a period of ____ years. (Select 8.6 and 8.8)
 - The limit of \$_____ will increase by \$_____ each year after our divorce, for a period of ____ years. (Select 8.6 and 8.9)

Support will end upon one of the following events, whichever comes first: (select all that apply) (Select 8.10 and check all that apply).

- **upon the death of the obligee**
- **when obligee begins living with another person with whom he or she has an intimate relationship, for a period of 60 days when obligee remarries**
- **After 2 years following divorce of the parties**
- Another option:

Article 9 – Attorney’s Fees

Question 21: Do you want a provision providing the award of attorney’s fees to the successful party should one of you challenge the validity or enforceability of this agreement?

YES (Select 9.1) NO (Select 9.2)

Article 13- Representation

Question 22: This question concerns whether or not either of you have received independent legal counsel prior to execution of the agreement, or if either of you have knowingly and voluntarily waived said legal counsel.

- Both parties have obtained independent legal counsel (Select 13.1)
- Party A has obtained legal counsel but Party B has not (Select 13.2)
- Party A has NOT obtained legal counsel, but party B has (Select 13.3)
- **Neither party has obtained legal counsel (Select 13.4)**

Question 22: If you want to want to include any other provisions in your agreement, please do so here:

Post-Marital Agreement between Spouses

The parties to this Post-Nuptial Agreement between Spouses are **John Doe** and **Jane Doe**, the spouses. Each party stipulates to the following:

1. **John Doe (Party A)** and **Jane Doe (Party B)** were married on **June 20, 2010** in Las Vegas, Nevada.

2. The spouses presently own as separate property the real and/or personal property described in Schedules A and B of the Post-Marital Agreement. Schedule A contains a description of the property owned at the time of marriage by **John Doe** as his sole and separate property, and Schedule C contains a description of his debts and obligations. Schedule B contains a description of the property owned at the time of marriage by **Jane Doe** as her sole and separate property, and Schedule D contains a description of her debts and obligations.

In consideration of the mutual covenants contained in this agreement, the love and respect each party has for the other, and other good and valuable consideration, receipt of which is hereby acknowledged, **John Doe** and **Jane Doe** agree as follows:

Article 1 – Income Derived from Separate Property

- 1.1 The spouses desire to provide by this agreement (a) that all income arising from **[name of party A]**'s separate property, as well as all income arising from the reinvestment of that income, will be his separate property and remain under his ownership, management, and control, both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from **[name of party A]** to **[name of party B]** by will or other written instrument; and (b) that all income arising from **[name of party B]**'s separate property, as well as all income arising from the reinvestment of that income, will be her separate property and remain under her ownership, management, and control, both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from **[name of party B]** to **[name of party A]** by will or other written instrument.
- 1.2 The spouses desire to provide by this agreement (a) that all income arising from **[name of party A]**'s separate property, as well as all income arising from the reinvestment of that income, will become the joint/community property of the marital estate and parties thereto; and (b) that all income arising from **[name of party B]**'s separate property, as well as all income arising from the reinvestment of that income, will become the joint/community property of the marital estate and parties thereto. The parties agree to exchange and file any documents and paperwork as necessary to effectuate this transfer within 10 business days of the execution of this agreement.

- 1.3 The spouses desire to provide by this agreement that the income arising from the following separate property will become the joint/community property of the marital estate and parties thereto: (LIST AND IDENTIFY THE PROPERTY AND TO WHOM IT ORIGINALLY BELONGED). The parties agree to exchange and file any documents and paperwork as necessary to effectuate this transfer within 10 business days of the execution of this agreement.

Article 2 – Debt from Separate Property

- 2.1 The spouses desire all liabilities listed in schedules C and D shall remain each party's separate liabilities and all liabilities associated with the properties listed in schedule A and B shall remain each party's joint liabilities.
- 2.2. The spouses desire that all liabilities listed in schedules ____ and ____ shall remain our separate liabilities and all liabilities listed in schedule _____ shall remain our joint liabilities, with the exception of the following, which shall become separate (list and identify the individual to whom it shall belong).
- 2.3 All liabilities listed in schedules _____ and _____ shall remain our separate liabilities and all liabilities listed in schedule _____ shall remain our joint liabilities, but all liabilities that we each incur individually as of the date of the execution of this agreement shall be our **JOINT** liabilities.
- 2.4 All liabilities listed in schedules _____ and _____ shall remain our separate liabilities and all liabilities listed in schedule _____ shall remain our joint liabilities, but all liabilities that we each incur individually as of the date of the execution of this agreement shall be our **SEPARATE** liabilities.

Article 3 – Characterization of Separate/Community Property

- 3.1 The spouses desire to provide by this agreement (a) that the property listed in Schedules A and C shall be considered [**name of party A**]'s separate property, unless such separate property is otherwise voluntarily transferred from [**name of party A**] to [**name of party B**] by will or other written instrument; and (b) that the property listed in Schedules A and C shall be considered [**name of party A**]'s separate property both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from [**name of party B**] to [**name of party A**] by will or other written instrument.
- 3.2 The spouses desire to provide by this agreement (a) that the property listed in Schedules A and C shall be considered joint and community property, but (b) that the property listed in Schedules B and D shall be considered [**name of party B**]'s separate property both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from [**name of party B**] to [**name of party A**] by will or other written instrument.

3.3 The spouses desire to provide by this agreement (a) that the property listed in Schedules B and D shall be considered joint and community property, but (b) that the property listed in Schedules A and C shall be considered **[name of party A]**'s separate property both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from **[name of party A]** to **[name of party B]** by will or other written instrument.

3.4 The spouses desire to provide by this agreement that the property listed below shall be considered from this day forward joint/community property, but all property otherwise remaining in Schedules A-D shall be considered the separate property of each party with rightful ownership to each respective party.

Party B (Jane Doe), wishes to gift her husband, John Doe (Party B), with a 50% interest in her commercial property located at 19 Commerce Ln, Mariner, Texifornia, 65666, in consideration of his love and respect. Gift deed to be attached as an exhibit, and incorporated hereto for all purposes.

3.5 The spouses desire to provide by this agreement that any property received via probate or inheritance shall be characterized as the recipient party's separate property.

3.6 The spouses desire to provide by this agreement that any property received via probate or inheritance shall be characterized as joint/community property of the marital estate.

3.7 The spouses desire to provide by this agreement that any property received via gift shall be characterized as the recipient party's separate property.

3.8 The spouses desire to provide by this agreement that any property received via gift shall be characterized as joint/community property of the marital estate.

3.9 The spouses desire to provide by this agreement that any property received via settlement or judgment based on litigation, namely, personal injury, shall be characterized as the recipient party's separate property.

3.10 The spouses desire to provide by this agreement that any property received via settlement or judgment based on litigation, namely, personal injury, shall be characterized joint/community property belonging to the marital estate.

3.11 The spouses desire that, in the event property or debt acquired after the execution of this agreement is difficult to characterize as either joint/community or separate, if there is an objective method to determine which person the property should belong to (such as the primary account holder), then the property should be considered the separate property of said person. If it is too

difficult to objectively determine to whom the property or debt belongs, the spouses intend for it to be considered joint/community property.

- 3.12 The spouses desire that, in the event property or debt acquired after the separate, the property should be considered de facto joint/community property.

Article 4 – Disposition of Property Upon Death

- 4.1 Neither party waives his or her share of the intestate estate upon the other Party's passing, and renounces all benefits that would otherwise pass to such party by intestate succession.
- 4.2 Each party waives his or her share of the intestate estate upon the other Party's passing, and renounces all benefits that would otherwise pass to such party by intestate succession.
- 4.3 Party A waives his or her share of the intestate estate upon the other Party's passing, and renounces all benefits that would otherwise pass to such party by intestate succession, but Party B does not provide a similar waiver.
- 4.4 Party B waives his or her share of the intestate estate upon the other Party's passing, and renounces all benefits that would otherwise pass to such party by intestate succession, but Party A does not provide a similar waiver.

Article 5 - Retirement Benefits

- 5.1 **[Name of party A]** waives all right, title, and interest, if any, that he has or may have by virtue of his marriage to **[name of party B]** in all of **[name of party B]**'s retirement benefits **[include if applicable: and disability benefits]**, whether lump sum or installment, arising out of **[name of party B]**'s past, present, or future employment. **[Name of party A]** acknowledges that this waiver includes all rights that he has or may have to receive any benefits or payments from **[name of party B]**'s 401(k) plan **[include if applicable: as well as any interest in [name of party B]'s individual retirement account]**. **[Name of party A]** further waives all rights he may have to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party B]** under the terms of her current or future employee benefit plan or plans. This waiver is effective whether the parties' marriage is terminated by death or by court order.
[Include the following if party B has designated a specific beneficiary: [Name of party A] acknowledges that [name of party B] has designated [name] as the beneficiary of all benefits associated with [name of party B]'s interest in her [describe retirement plan] as a result of her employment with [name of employer]. [Name of party A] further acknowledges that he has the right to limit his consent relating to [name of party B]'s designation of a particular

beneficiary. However, **[name of party A]**, by executing this agreement, voluntarily elects to relinquish that right.]

- 5.2 **[Name of party B]** waives all right, title, and interest, if any, that she has or may have by virtue of her marriage to **[name of party A]** in all of **[name of party A]**'s retirement benefits [**include if applicable:** and disability benefits], whether lump sum or installment, arising out of **[name of party A]**'s past, present, or future employment. **[Name of party B]** acknowledges that this waiver includes all rights that she has or may have to receive any benefits or payments from **[name of party A]**'s 401(k) plan [**include if applicable:** as well as any interest in **[name of party A]**'s individual retirement account]. **[Name of party B]** further waives all rights she may have to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party A]** under the terms of his current or future employee benefit plan or plans. This waiver is effective whether the parties' marriage is terminated by death or by court order.

[Include the following if party A has designated a specific beneficiary: [Name of party B] acknowledges that [name of party A] has designated [name] as the beneficiary of all benefits associated with [name of party A]'s interest in his [describe retirement plan] as a result of his employment with [name of employer]. [Name of party B] further acknowledges that she has the right to limit her consent relating to [name of party A]'s designation of a particular beneficiary. However, [name of party B], by executing this agreement, voluntarily elects to relinquish that right.]

- 5.3 **[Name of party A]** waives all right, title, and interest, if any, that he has or may have by virtue of his marriage to **[name of party B]** in all of **[name of party B]**'s retirement benefits [**include if applicable:** and disability benefits], whether lump sum or installment, arising out of **[name of party B]**'s past, present, or future employment. **[Name of party A]** acknowledges that this waiver includes all rights that he has or may have to receive any benefits or payments from **[name of party B]**'s 401(k) plan [**include if applicable:** as well as any interest in **[name of party B]**'s individual retirement account]. **[Name of party A]** further waives all rights he may have to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party B]** under the terms of her current or future employee benefit plan or plans. This waiver is effective whether the parties' marriage is terminated by death or by court order.

[Include the following if party B has designated a specific beneficiary: [Name of party A] acknowledges that [name of party B] has designated [name] as the beneficiary of all benefits associated with [name of party B]'s interest in her [describe retirement plan] as a result of her employment with [name of employer]. [Name of party A] further acknowledges that he has the right to limit his consent relating to [name of party B]'s designation of a particular

beneficiary. However, **[name of party A]**, by executing this agreement, voluntarily elects to relinquish that right.]

- 5.4 Party B does not waive any of his or her rights to any retirement benefits he or she may receive by virtue of marriage to Party A.
- 5.5. **[Name of party B]** waives all right, title, and interest, if any, that she has or may have by virtue of her marriage to **[name of party A]** in all of **[name of party A]**'s retirement benefits **[include if applicable: and disability benefits]**, whether lump sum or installment, arising out of **[name of party A]**'s past, present, or future employment. **[Name of party B]** acknowledges that this waiver includes all rights that she has or may have to receive any benefits or payments from **[name of party A]**'s 401(k) plan **[include if applicable: as well as any interest in [name of party A]'s individual retirement account]**. **[Name of party B]** further waives all rights she may have to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party A]** under the terms of his current or future employee benefit plan or plans. This waiver is effective whether the parties' marriage is terminated by death or by court order.

[Include the following if party A has designated a specific beneficiary: [Name of party B] acknowledges that [name of party A] has designated [name] as the beneficiary of all benefits associated with [name of party A]'s interest in his [describe retirement plan] as a result of his employment with [name of employer]. [Name of party B] further acknowledges that she has the right to limit her consent relating to [name of party A]'s designation of a particular beneficiary. However, [name of party B], by executing this agreement, voluntarily elects to relinquish that right.]

- 5.6 Party A does not waive any of his or her rights to any retirement benefits he or she may receive by virtue of marriage to Party B.
- 5.7 Neither party waives any rights to the other party's retirement benefits they are entitled to receive by virtue of their marital relationship.

Article 6 – Income Earned by Each Party

- 6.1 The spouses desire to provide by this agreement that any income received by each party shall be considered that party's separate income, and whatever property said income acquires shall be considered that party's separate property, unless otherwise agreed to in writing.
- 6.2 The spouses desire to provide by this agreement that any income received by each party shall be the marital estate's joint/community income, and whatever property said Income acquires shall be considered the marital estate's joint/community property, unless otherwise agreed to in writing.

- 6.3 The spouses desire to provide by this agreement that any income received by Party A shall be considered that party's separate income, and whatever property said income acquires shall be considered that party's separate property, unless otherwise agreed to in writing; and any income received by Party B shall be considered the marital estate's joint/community income, and whatever property said income acquires shall be considered the marital estate's joint/community property, unless otherwise agreed to in writing.
- 6.4 The spouses desire to provide by this agreement that any income received by Party B shall be considered that party's separate income, and whatever property said income acquires shall be considered that party's separate property, unless otherwise agreed to in writing; and any income received by Party A shall be considered the marital estate's joint/community income, and whatever property said income acquires shall be considered the marital estate's joint/community property, unless otherwise agreed to in writing.

Article 7 – Bank Accounts

- 7.1 The spouses desire to provide by this agreement that both parties shall maintain the current joint/community bank account.
- 7.2 The spouses desire to provide by this agreement that both parties shall close the joint/community bank account currently in use, and divide the funds in it as follows: _____
- 7.3 The spouses desire to provide by this agreement that both parties shall each maintain their own, separate bank accounts.
- 7.4 The spouses desire to provide by this agreement that both parties shall close their individual, separate bank accounts, and contribute _____% of the remaining funds into a new joint/community bank account within each party's name.
- 7.5 The spouses desire to not include anything in this agreement about bank accounts.

Article 8 – Spousal Maintenance

- 8.1 The spouses desire to provide by this agreement that, in the event of divorce, neither party waives or limits their respective potential rights or claims against the other party for alimony, spousal maintenance or support, whether temporary or permanent.
- 8.2 The spouses desire to provide by this agreement that, in the event of divorce, both parties waive all their respective potential rights or claims against the other party for alimony, spousal maintenance or support, whether temporary or permanent.

- 8.3 The spouses desire to provide by this agreement that, in the event of divorce, Party A does not waive or limit his or her potential rights or claims against Party B for alimony, spousal maintenance or support, whether temporary or permanent, but Party B waives all his or her respective potential rights or claims against Party A for alimony, spousal maintenance or support, whether temporary or permanent.
- 8.4 The spouses desire to provide by this agreement that, in the event of divorce, Party B does not waive or limit his or her potential rights or claims against Party A for alimony, spousal maintenance or support, whether temporary or permanent, but Party A waives all his or her respective potential rights or claims against Party B for alimony, spousal maintenance or support, whether temporary or permanent.
- 8.5 The spouses desire to provide by this agreement that, in the event of divorce, Party A limits his or her potential rights or claims against Party B for alimony, spousal maintenance or support, whether temporary or permanent to \$_____/ month.
- 8.6 The spouses desire to provide by this agreement that, in the event of divorce, Party B limits his or her potential rights or claims against Party A for alimony, spousal maintenance or support, whether temporary or permanent to **\$500** month.
- 8.7 The parties agree that the limit stated in §7.5 OR 7.6 shall never vary.
- 8.8 The parties agree that the limit stated in §7.5 or 7.6 shall increase by ____% each year after our divorce, for a period of _____ years.
- 8.9 The parties agree that the limit stated in §7.5 or 7.6 shall increase by \$_____ each year after our divorce, for a period of _____ years.
- 8.10 The spouses desire to provide by this agreement that in the event support is paid to either party, said support shall end upon the following events, whichever occurs earliest: (check each as they apply)
 - upon the death of the obligee,
 - when the obligee begins living with another person with whom he or she has an intimate relationship for a period of _____ (days/months/years),
 - when the obligee remarries, or
 - upon the _____ anniversary of our divorce.

Article 9 – Attorney’s Fees

- 9.1 The spouses desire to provide by this agreement that if one of the Parties unsuccessfully contests the validity or enforceability of this Agreement or any provision hereof through litigation, that Party shall pay the reasonable attorney fees and costs incurred by the other Party in defending such challenge.

- 9.2 The spouses desire to provide by this agreement that no attorney's fees and costs shall be at issue should one of the parties contests the validity or enforceability of this Agreement or any provision hereof through litigation.

Article 10 - Execution of Documents

Each spouse agrees to cooperate fully with the other spouse in performing all acts and in executing, acknowledging, and delivering any instruments or documents required to accomplish the intent of this agreement. The spouses further agree to execute all instruments or documents within **[number]** days of receipt from the other spouse.

Article 11 - Severability

If a court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, then such provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall continue with full force and effect.

Article 12 – Governing Law

Each spouses desires and intends that this Agreement shall be governed by and interpreted according to the laws of the State of _____ regardless of any domicile established by either or both Parties at any time.

Article 13- Representation

- 13.1 The attorney representing **[name of party A]** is **[name]**. The attorney representing **[name of party B]** is **[name]**. **[Name of party A]** has not received any legal, financial, or other kind of advice from **[name of party B]** or from her attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party B]** has not received any legal, financial, or other kind of advice from **[name of party A]** or from his attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party A]** is relying on his own judgment and the advice of his attorney in entering into this agreement. **[Name of party B]** is relying on her own judgment and the advice of her attorney in entering into this agreement.
- **13.2 [Name of Party A] acknowledges** that [he/she] has been advised and encouraged and has had the opportunity to retain an attorney to represent [him/her] in connection with this agreement but has specifically declined to do so. Nevertheless, **[[name of party A]** represents and warrants that [he/she] has the requisite knowledge and training to fully understand this agreement and understands that by executing this agreement [he/she] may adversely affect [his/her] marital property rights. **[Name of party A]** is relying on [his/her] own judgment in entering into this agreement. The attorney representing **[name of party B]** is **[name]**. **[Name of party A]** has not received any legal, financial, or other kind of advice from **[name of party B]** or from her attorney, **[name]**,in

connection with the advisability or nonadvisability of entering into this agreement. **[Name of party B]** is relying on her own judgment and the advice of her attorney in entering into this agreement.

- 13.3 **[Name of Party B] acknowledges** that [he/she] has been advised and encouraged and has had the opportunity to retain an attorney to represent [him/her] in connection with this agreement but has specifically declined to do so. Nevertheless, **[[name of party B]** represents and warrants that [he/she] has the requisite knowledge and training to fully understand this agreement and understands that by executing this agreement [he/she] may adversely affect [his/her] marital property rights. **[Name of party B]** is relying on [his/her] own judgment in entering into this agreement. The attorney representing **[name of party A]** is **[name]**. **[Name of party B]** has not received any legal, financial, or other kind of advice from **[name of party A]** or from her attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party A]** is relying on her own judgment and the advice of her attorney in entering into this agreement.
- 13.4 **[Name of Party A] acknowledges** that [he/she] has been advised and encouraged and has had the opportunity to retain an attorney to represent [him/her] in connection with this agreement but has specifically declined to do so. Nevertheless, **[[name of party A]** represents and warrants that [he/she] has the requisite knowledge and training to fully understand this agreement and understands that by executing this agreement [he/she] may adversely affect [his/her] marital property rights. **[Name of party A]** is relying on [his/her] own judgment in entering into this agreement. **[Name of Party B] acknowledges** that [he/she] has been advised and encouraged and has had the opportunity to retain an attorney to represent [him/her] in connection with this agreement but has specifically declined to do so. Nevertheless, **[[name of party B]** represents and warrants that [he/she] has the requisite knowledge and training to fully understand this agreement and understands that by executing this agreement [he/she] may adversely affect [his/her] marital property rights. **[Name of party B]** is relying on [his/her] own judgment in entering into this agreement.

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT HE OR SHE IS PERMANENTLY SURRENDERING RIGHTS TO INCOME OR PROPERTY HE OR SHE WOULD OTHERWISE HAVE UNDER THE LAWS OF THIS STATE AND THE LAW OF OTHER JURISDICTIONS.

EXECUTED in multiple originals on the dates of the acknowledgments shown below.

Acknowledgment of [name of party A]

My name is [**name of party A**]. I acknowledge that:

- 1. I have carefully read each and every page of this agreement [**include if applicable:** and all schedules referred to, in their entirety].
- 2. I am entering into this agreement freely and voluntarily [**include if applicable:** after receiving the advice of independent legal counsel].
- 3. I have given careful and mature thought to the making of this agreement.
- 4. I completely understand the provisions of this agreement concerning its nature, subject matter, and legal effect.
- 5. I have been completely informed of the facts relating to the subject matter of this agreement, including the fact that by signing this agreement I am permanently surrendering rights to income and property I would otherwise have under the laws of this state and other jurisdictions.

OR

5. I am freely and voluntarily entering into this agreement and understand that by executing this agreement I may be adversely affecting my marital rights and property.

[Name of party A]

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me at _____ .M. on _____ by [**name of party A**].

Notary Public, State of _____

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Acknowledgment of [name of party B]

My name is **[name of party B]**. I acknowledge that:

1. I have carefully read each and every page of this agreement **[include if applicable: and all schedules referred to, in their entirety]**.
2. I am entering into this agreement freely and voluntarily **[include if applicable: after receiving the advice of independent legal counsel]**.
3. I have given careful and mature thought to the making of this agreement.
4. I completely understand the provisions of this agreement concerning its nature, subject matter, and legal effect.
5. I have been completely informed of the facts relating to the subject matter of this agreement, including the fact that by signing this agreement I am permanently surrendering rights to income and property I would otherwise have under the laws of this state and other jurisdictions.

OR

5. I am freely and voluntarily entering into this agreement and understand that by executing this agreement I may be adversely affecting my marital rights and property.

[Name of party B]

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me at _____ .M. on _____ by **[name of party B]**.

Notary Public, State of _____

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

SCHEDULE A

Property of _____ (name)

1. The following real property, commonly known as _____ (address) in _____ County, _____ (state), including but not limited to all rental income, sales proceeds, warranties, keys, house plans, service contracts, and utility deposits relating to it, and more particularly described as follows: (provide the legal description)

2. All sums of cash in the possession of or subject to the control of _____ (name) together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in _____ 's name or from which _____ (name) has a right to withdraw funds or which are subject to _____ 's (name) control, including but not limited to money on account in the following banks, savings institutions, or other financial institutions: (provide a list of said accounts).

3. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases, mutations, enhancements, interest income, and the proceeds therefrom, and all other rights related to any Keogh plan, profit-sharing plan, retirement plan, pension plan, annuity, money market investment account, individual retirement account, or like benefit program existing by reason of _____ (name)'s past, present, or future employment, including but not limited to: (provide a list)

4. All wearing apparel, jewelry, and other personal effects in the possession of or subject to the control of _____ (name) or otherwise owned by him/her as of the date of the execution of this agreement.

5. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the control of _____ (name), as well as all other items otherwise owned by him/her as of the date of the execution of this agreement.

6. All policies of life insurance, including all cash values and any increases, mutations, enhancements, interest income, and dividend income received therefrom, insuring the life of _____ (name) including but not limited to the following: (provide a list)

7. The _____ (year and model) automobile, vehicle identification number _____, together with all prepaid insurance.

SCHEDULE B

Property of _____ (name)

1. The following real property, commonly known as _____ (address) in _____ County, _____ (state), including but not limited to all rental income, sales proceeds, warranties, keys, house plans, service contracts, and utility deposits relating to it, and more particularly described as follows: (provide the legal description)

2. All sums of cash in the possession of or subject to the control of _____ (name) together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in _____ 's name or from which _____ (name) has a right to withdraw funds or which are subject to _____ 's (name) control, including but not limited to money on account in the following banks, savings institutions, or other financial institutions: (provide a list of said accounts).

3. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases, mutations, enhancements, interest income, and the proceeds therefrom, and all other rights related to any Keogh plan, profit-sharing plan, retirement plan, pension plan, annuity, money market investment account, individual retirement account, or like benefit program existing by reason of _____ (name)'s past, present, or future employment, including but not limited to: (provide a list)

4. All wearing apparel, jewelry, and other personal effects in the possession of or subject to the control of _____ (name) or otherwise owned by him/her as of the date of the execution of this agreement.

5. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the control of _____ (name), as well as all other items otherwise owned by him/her as of the date of the execution of this agreement.

6. All policies of life insurance, including all cash values and any increases, mutations, enhancements, interest income, and dividend income received therefrom, insuring the life of _____ (name) including but not limited to the following: (provide a list)

7. The _____ (year and model) automobile, vehicle identification number _____, together with all prepaid insurance.

SCHEDULE C
Debts & Liabilities

1. All indebtedness due on any separate-property asset listed in Schedule A of this agreement, unless specifically provided herein to the contrary.
2. All obligations of _____ (name) specifically referred to in this agreement.
3. All ad valorem taxes, personal property taxes, and assessments or other charges due or to become due in connection with any asset owned by _____ (name) as his or her separate property.
4. The balance due, including principal and interest, on all credit cards and charge accounts in _____'s (name) name that are due and payable as of the date of his execution of this agreement, together with all amounts that may be due and payable following his or her execution of this agreement.
5. All contingent liability of _____'s (name) that may occur as a result of his or her partnership interest in _____ (specify)
6. All attorney's fees and other costs incurred by _____ (name) connection with the preparation of this Cohabitation Agreement.
7. All foreign, federal, and state income tax liabilities, including all penalties and interest, if any, of _____ (name) for the year _____ and all prior years.

SCHEDULE D
Debts & Liabilities

1. All indebtedness due on any separate-property asset listed in Schedule A of this agreement, unless specifically provided herein to the contrary.
2. All obligations of _____ (name) specifically referred to in this agreement.
3. All ad valorem taxes, personal property taxes, and assessments or other charges due or to become due in connection with any asset owned by _____ (name) as his or her separate property.
4. The balance due, including principal and interest, on all credit cards and charge accounts in _____'s (name) name that are due and payable as of the date of his execution of this agreement, together with all amounts that may be due and payable following his or her execution of this agreement.
5. All contingent liability of _____'s (name) that may occur as a result of his or her partnership interest in _____ (specify)
6. All attorney's fees and other costs incurred by _____ (name) connection with the preparation of this Cohabitation Agreement.
7. All foreign, federal, and state income tax liabilities, including all penalties and interest, if any, of _____ (name) for the year _____ and all prior years.