**POSTNUPTIAL AGREEMENT**

1. **THE PARTIES**. This Postnuptial Agreement (“Agreement”) made on \_\_\_\_\_\_\_\_\_, is to create a post-marital arrangement between\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Husband”), and\_\_\_\_\_\_\_\_\_\_\_(“Wife”).

The terms "Husband" and "Wife" do not correlate with the person's gender and are solely used to identify the individual in this Agreement. When mentioned in a singular version, "Husband" and "Wife," shall be known as a "Spouse," and when mentioned together, the Husband and Wife shall be known as the "Couple."

1. **GROUNDS FOR DIVORCE**. This Agreement shall remain in effect only if the grounds for Divorce are due to ­­**Irreconcilable Differences**.

The term “Divorce” shall refer to the dissolution of the marriage between the Couple. A Divorce is certified through a judgment, decree, or similar document that validates the dissolution of marriage in the jurisdiction of Governing Law.

1. **MARRIAGE**. It is recognized that the Couple was legally married in the state of \_\_\_\_\_\_\_\_\_\_\_\_ on the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **SPOUSAL SUPPORT** . In the event of Divorce, the Couple agrees that

Neither Spouse shall be obligated to pay, provide for, or support one another after the marriage is dissolved (“Spousal Support”).

1. **EARNINGS**. In the event of Divorce, the Couple agrees that each Spouse’s earnings during the marriage are owned by each Spouse **separately**; or the Couple **jointly**.

Earnings shall include, but not be limited to, salaries, bonuses, personal payments, gifts, dividends, distributions, and any other income.

1. **ADDITIONAL PAYMENT**. In addition to any Spousal Support, in the event of Divorce: There shall be **No Additional Payment** made by either Spouse to the other than those listed in this Agreement.
2. **BANK ACCOUNTS**. During the marriage, the Couple agrees that each Spouse shall retain and **keep their own bank accounts**. The ownership of each Spouse’s bank account shall be respective to each Spouse.

Bank accounts shall include, but not be limited to, any cash balances with any financial institution.

1. **HEALTH INSURANCE**. The Couple agrees that each Spouse is responsible for **Their Own** health insurance in the event of Divorce. Health insurance shall include: Medical; Dental; Vision Care or Other\_\_\_\_\_\_\_\_\_.

To facilitate the use of such coverage for the Health Insurance Receiving Spouse, the Health Insurance Providing Spouse agrees to cooperate fully and help to obtain and provide all necessary insurance cards, claim forms, health documents, records, and delivering insurance payments in a timely manner.

1. **MARITAL HOME**. At the time of writing this Agreement, Husband or Wife or Couple **Owns** a residence at the property address of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Marital Home”).In the event of Divorce, the Marital Home shall be owned by the: Husband or Wife or Couple (jointly)
2. **FINANCIAL DISCLOSURE**. The Couple has **disclosed** the following financial disclosures in accordance with state law:
3. **Husband’s Property**. It is declared by the Husband to be the owner of the following assets and property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Continued on Attachment A if required)

1. **Husband’s Debts**. It is declared by the Husband to be the holder of the following debts and liabilities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Continued on Attachment B if required)

1. **Wife’s Property**. It is declared by the Husband to be the owner of the following assets and property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Continued on Attachment C if required)

1. **Wife’s Debts**. It is declared by the Wife to be the holder of the following debts and liabilities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Continued on Attachment D if required)

1. **OWNERSHIP OF PROPERTY**. In the event of Divorce, the Couple agrees that each Spouse’s assets and property are the following:

Assets and property owned **Before** the marriage shall be owned by each Spouse respectively. Assets and property owned **During** the marriage shall be owned by each Spouse respectively or the Couple.

1. **OWNERSHIP OF DEBTS**. In the event of Divorce, the Couple agrees that each Spouse’s debts and liabilities are the following:

Debts and liabilities owned **Before** the marriage shall be owned by each Spouse respectively or the Couple.

Debts and liabilities owned **During** the marriage shall be owned by each Spouse respectively or The Couple.

1. **RIGHTS AS A BENEFICIARY**. If either Spouse has included the other as a beneficiary in an estate document, both Spouses shall **be Withdrawn** and prohibited from receiving any type of inheritance from the Spouse’s estate in the event of Divorce. This statement shall survive whether or not it is written in any other document that a Spouse is to receive assets or property from an estate.

For the purposes of this Section, estate documents shall include, but are not limited to, a last will and testament, an inter vivos trust, or any form where a Spouse is to benefit and receive assets or property upon the other Spouse’s death.

1. **REASON FOR AGREEMENT**. This Agreement is created due to the Couple being legally married to one another and to create a mutually beneficial agreement in the event of Divorce. This Agreement shall be considered a legally binding contract in accordance with Governing Law to the benefit of the Couple.
2. **Separation of Property**. The Couple both formally consent out of their own free will to provide the status, ownership, and division of property. This Agreement shall also include future income, assets, and liabilities of the Couple.
3. **Irreconcilable Differences**. The Couple recognizes the possibility of unhappy differences that may arise between them. Therefore, this Agreement shall take precedence over any federal, state, or local guidelines or standards for Divorce.
4. **Financial Disclosures**. Each Spouse agrees that all financial disclosures of assets and liabilities have been exchanged amongst the Couple, if applicable in Section XIII. If the Couple has waived their rights to financial disclosures, then this sub-Section shall not apply to this Agreement. Each Spouse understands that if any financial disclosure has not been exchanged that it could render this Agreement void. Such financial disclosure shall be determined by an asset or liability equal to or more than the minimum legal limit in the state, or $5,000.00, whichever is greater in the total value at the time of signing this Agreement.
5. **Review Period**. Each Spouse agrees that they have taken the appropriate amount of time to review this Agreement and understand its terms.
6. **Recommendation of Counsel**. It is highly recommended, if not required under state law, that each Spouse seek the advice of legal counsel.
7. **FULL DISCLOSURE OF ASSETS**. Each Spouse warrants to the other that they do not have any knowledge of any assets and property other than those disclosed in accordance with Section XIII. If the Couple has waived their rights to financial disclosures, then this Section shall not apply to this Agreement. If either Spouse has any knowledge of any asset or property other than those disclosed in accordance with Section XIII, the Spouse that did not disclose said assets and property shall transfer or pay to the other Spouse, at their sole decision, one of the following:
	1. If the asset or property is reasonably susceptible to division, a portion of the asset equal to the Spouse’s interest in it;
	2. The fair market value of the Spouse’s interest in the asset on the effective date of this Agreement, plus interest at the maximum rate under state law or ten percent (10%) per annum, whichever is greater, from the effective date to the date of payment; or
	3. The fair market value of the Spouse’s interest in the asset on the date on which the other Spouse discovers the existence of the asset, plus interest at the maximum rate under state law or ten percent (10%) per annum, whichever is greater, from the discovery date to the date of payment.

This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from non-disclosure of assets.

1. **FULL DISCLOSURE OF LIABILITIES**. Each Spouse warrants to the other that they have not incurred nor shall incur, on or before the effective date of this Agreement, any liability not disclosed and listed in this Agreement for which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other Spouse.

If either Spouse has incurred or does incur, on or before the effective date of this Agreement, any liability not disclosed and listed in this Agreement for which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other Spouse, that the non-disclosing Spouse shall fully indemnify the other with respect to the obligation, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from non-disclosure of such liabilities.

1. **FUTURE DEBTS & LIABILITIES**. Each Spouse warrants to the other that they shall not incur, after the effective date of this Agreement, any debt or liability for which the other shall be or may become personally liable or that could be enforced against an asset held by the other Spouse.
	1. If either Spouse incurs, after the effective date of this Agreement, any debt or liability for which the other shall be or may become personally liable or that could be enforced against an asset held by the other Spouse, that warrantor shall indemnify the other for any liability on the obligation, attorney fees, and related costs.
2. **RECONCILIATION**. If the Couple begins the Divorce process and reconciles, this Agreement shall nevertheless remain in full effect unless and until it is modified or revoked in writing and signed by the Couple.
3. **MODIFICATION BY SUBSEQUENT AGREEMENT**. This Agreement may be modified by subsequent agreement of the Couple only by an instrument in writing signed by both of them, an oral agreement to the extent that the Couple executes it, or an in-court oral agreement made into order by a court of competent jurisdiction.
4. **NOTICE OF BANKRUPTCY FILING**. If either Spouse decides to claim any rights under the bankruptcy laws, that Spouse must notify the other of this intention in writing at least ten (10) days before filing the petition. Such notice must include, but not necessarily be limited to, the name, address, and telephone number of the attorney, if any, representing the Spouse in that proceeding and the court in which the petition shall be filed.
5. **ATTORNEY FEES TO ENFORCE OR MODIFY AGREEMENT**. Except as to reserved issues, the prevailing Spouse in any action or proceeding to enforce or modify any provision of this Agreement, or any corresponding provision of a subsequent judgment into which the provision is merged, shall be awarded reasonable attorney fees and costs for the Spouse to be deemed the prevailing Spouse for purposes of this provision, he or she must, at least ten (10) days before the filing of any motion, provide written notice to the other Spouse specifying the alleged breach or default, if capable of being cured, or the modification requested. The other Spouse must then be allowed to avoid implementation of this provision by curing the breach or default specified or executing an agreement for the modification requested during the ten (10) day period.
6. **COOPERATION IN IMPLEMENTATION**. Upon the demand of either Spouse and without undue delay or expense, each Spouse shall execute, acknowledge, or deliver any instrument, furnish any information, or perform any other acts reasonably necessary to carry out the provisions of this Agreement. If a Spouse fails to execute any document as required by this provision, the court may appoint the court clerk or his or her authorized designee to execute the document on that Spouse’s behalf.
7. **EFFECTIVE DATE**. The effective date of this Agreement shall be the date of its execution by the second Spouse of the Couple.
8. **COURT ACTION**. If a judgment for Divorce is obtained by either Spouse, an original copy of this Agreement shall be attached to the judgment. The court shall be requested to do the following:
9. Approve the entire Agreement as fair and equitable;
10. Order the Couple to comply with all of its executory provisions; and
11. Merge the provisions of this Agreement into the judgment.
12. **ACKNOWLEDGMENTS**. Each Spouse acknowledges that he or she respectively:
13. Is fully informed as to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of the Couple;
14. Enters into this Agreement voluntarily, free from fraud, undue influence, coercion, or duress of any type;
15. Is either representing themselves in an “in pro per” status or is seeking counsel in accordance with state law;
16. Prior to executing this Agreement, either Spouse may have this Agreement reviewed by an attorney; and
17. Has read, considered, and understands each provision and section of this Agreement.
18. **SEVERABILITY**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
19. **GOVERNING LAW**. This Agreement has been construed in accordance with the laws in the state of California (“Governing Law”).
20. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement of the Couple on these matters, superseding any previous agreement between them.

# NOTARY ACKNOWLEDGEMENT:

State of )

) **(Seal)**

County of )

The foregoing instrument was acknowledged before me this day of , 20 , by the undersigned, , who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature

Notary Public

My Commission Expires:

State of )

) **(Seal)**

County of )

The foregoing instrument was acknowledged before me this day of , 20 , by the undersigned, , who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature

Notary Public

**ATTACHMENT A**

(HUSBAND’S ASSETS & PROPERTY)

**ATTACHMENT B**

(HUSBAND’S DEBT & LIABILITIES)

**ATTACHMENT C**

(WIFE’S ASSETS & PROPERTY)

**ATTACHMENT D**

(WIFE’S DEBTS & LIABILITIES)