**POSTNUPTIAL AGREEMENT**

THIS AGREEMENT, made this\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_ by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Husband”)

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Wife”).

**RECITALS**

WHEREAS, the Husband and Wife are married on the \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_ under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

WHEREAS, the Husband and Wife wish to enter this Agreement to establish the ownership and division of property between them, including any future property that may be acquired by either or both of them, in the event of divorce, death, or other circumstance that results in the termination of their marriage; and

NOW THEREFORE, in consideration of the intended marriage and of the mutual promises and covenants of this Agreement, the Husband and Wife hereby agree as follows:

**1. PURPOSE**
1.1. Both Husband and Wife currently own certain real or personal property, individually as mentioned on the Exhibits A and B attached to this agreement.

1.2. Both Husband and Wife wish to make a clear record of their intents with respect to the control, management and operations of their properties and debts.

1.3. Now the parties wish to set forth in this Agreement their respective rights in and to all property either owned at the date of their marriage and in and to all property that may be acquired by either or both of them in future after their marriage, in the event of a divorce or dissolution of the marriage, or on the death of one of the parties.

**2. SEPARATE PROPERTY**

2.1. Husband and Wife shall separately retain all rights in the property which he or she owns, or may own or acquire separately in future including all appreciation, as well as any income acquired separately in the future ("Separate Property"). Complete lists of each Party’s Separate Property are attached to this Agreement as Exhibits A and B.

2.2. Separate property shall also include gifts or inheritances one party receives from a third party.

2.3. The Husband and Wife shall have the unrestricted right to dispose of such Separate Property, free and clear of any claim and with the same effect as if no marriage had been consummated between them.

**3. JOINT PROPERTY**

3.1. All property not specifically deemed Separate Property will be considered Joint Property of the Husband and Wife (“Joint Property”).

3.2. In the event if the Husband and Wife become separated or divorced, or upon the death of a party, all Joint Property will be deemed to be owned in the following manner:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. WAIVER OF RIGHTS**

4.1. The Husband and Wife hereby mutually waive, release and relinquish any and all right, title or interest whatsoever, whether arising by common law or present or future statute of any jurisdiction or otherwise, in the Separate Property and probate estate of the other, including but not limited to distribution in intestacy, the right of election to take against the will of the other, any rights accruing by reason of events occurring prior to their marriage, and any right to dower, courtesy, statutory allowances, and spousal support.

4.2. Such waiver, release and relinquishment shall not apply and is not effective with respect to any rights or entitlements a party may have as a surviving spouse under the Social Security laws or with respect to any other governmental benefit or governmental program of assistance.

**5. ALIMONY OR SUPPORT**

5.1. The Husband and Wife hereby specifically agree that neither shall make any claim for or be entitled to receive any money or property from the other in the form of alimony, spousal support, or maintenance in the event of separation, annulment, dissolution or any other domestic relations proceeding of any kind or nature, and each of the parties waives and relinquishes any claim for alimony, spousal support or maintenance, including, but not limited to, any claims for services rendered, work performed, and labor expended by either of the parties during any period of cohabitation prior to the marriage and during the entire length of the marriage. The waiver of spousal support shall apply to claims both pre and post-judgment.

**6. ERISA RIGHTS**

6.1. The Husband and Wife specifically waive any right, whether created by any statute or otherwise, to pension, profit-sharing, or other retirement benefits earned by or credited to toe other, including, but not limited to, any joint or survivorship rights and any right which might arise in the event of the parties' separation or the dissolution of the marriage.

**7. ADDITIONAL DOCUMENTS**

7.1. Upon the solemnization of the marriage, each party shall execute such waivers or other documents as the other may reasonably request to evidence such waiver.

**8. RIGHT TO CONTEST**

8.1. Nothing contained under this Agreement shall limit the right of any party to contest any domestic relations suit between the parties or to file a countersuit against the other party. However, in any hearing on such suit, neither party shall maintain any claim or demand whatsoever against the other for property, suit money, attorney fees and costs which is either inconsistent with or not provided for in this Agreement.

**9. ENTIRE AGREEMENT**

9.1. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All prior agreements, covenants, representations, and warranties, expressed or implied, oral or written, with respect to the subject matter hereof, are contained herein. All prior or contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties, with respect to the subject matter hereof, are waived, merged, and superseded hereby. This is an integrated agreement.

**10. BINDING ON SUCCESSORS**

10.1. Each and every provision hereof shall inure to the benefit of and shall be binding upon the heirs, assigns, personal representatives, and all successors in the interest of the parties.

**11. SEVERABILITY**

11.1. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

**12. MODIFICATION**

12.1. This Agreement may be modified, superseded, or voided only upon the written agreement of the parties. Further, the physical destruction or loss of this Agreement shall not be construed as a modification.

**13. ACKNOWLEDGEMENTS**

13.1. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys individually selected by each party, without any form of coercion, duress or pressure. Each party acknowledges that he or she has examined the Agreement before signing it, and has been advised by independent legal counsel concerning the rights, liabilities and implications of this document.

**14. GOVERNING LAW**

14.1. Without regard to the location of any property affected by this agreement, this Agreement shall be interpreted and enforced under the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set forth below.

Husband’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wife’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_