**MEDIATED POSTNUPTIAL AGREEMENT**

 This Mediated Postnuptial Agreement (hereafter the "Agreement") sets out the terms and conditions upon which John Doe (hereafter "John") and Jane Doe (hereafter "Jane") shall manage their financial and legal affairs on the event of their separation or divorce.

**RECITALS:**

1. John and Jane have been married since January 1, 1999 (the "Marriage").
2. Jane and John are currently living together.
3. John and Jane are each desirous of formalizing their respective joint and several financial and legal rights, obligations, liabilities and property rights in the event of their legal separation or divorce.
4. John and Jane have made a complete and accurate disclosure of their intended separation of assets and liabilities Schedules A and B which are attached hereto and by reference incorporated herein.
5. 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 after their marriage, in the event of a divorce or dissolution of the marriage, or on the death of one of the parties.

**IT IS AGREED:**

1. **DEFINITIONS**. In this Agreement:

1.1 "Income" shall mean any income howsoever arising due to the commercial activity, work, employment, endeavors, skills, passive holding of assets, dividends, inheritance, pensions, interest, rent, inheritance, investments, property, or arising from any other source.

1.2 Unless it is evident from the context and having regards to the generality of this Agreement that a provision intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

1.3 \_\_\_\_\_\_\_

2. **EXCLUSIVE JURISDICTION OF THIS AGREEMENT**. In the event of their legal separation or divorce Jane and John will submit to the exclusive jurisdiction of this Agreement and hereby irrevocably waive of the right to make any claims arising out of the their marriage against the estate of the other except under this Agreement \_\_\_\_\_\_\_\_ [including / not including, however,] the right for one party to seek to spousal maintenance from the other under Arizona Revised Statutes section 25-319.

3. **DIVISION OF PROPERTY**. In the event of legal separation or divorce:

3.1 John shall transfer to the Jane all that property and income and any interest in said property or income listed in **Schedule A** or any property or income Jane may own or acquire separately in the future, including all appreciation, and shall waive, renounce and relinquish any and all rights over said property in favor of the Jane.

3.2 Jane shall transfer to the John all that property and income and any interest in said property or Income listed in **Schedule B** or any property or income John may own or acquire separately in the future, including all appreciation, and shall waive, renounce and relinquish any and all rights over said property in favor of the John.

3.3 \_\_\_\_\_\_\_\_\_\_\_\_

4. **DIVISION OF DEBTS AND OBLIGATIONS**. In the event of legal separation or divorce:

4.1 Jane shall assume full and sole responsibility for those debts, obligations or other liabilities set out in **Schedule A** and agrees to indemnify and keep indemnified John against any and all actions of losses brought in respect of those debts, obligations or other liabilities.

**INTENTION TO FORM BINDING AGREEMENT**.

5.1 The parties warrant that: (A) they have thoroughly read and understood every provision in this Agreement; (B) they are aware that this Agreement is a binding legal document and that they have each been given adequate time to consider the consequences of signing it; (C) they are entering into this Agreement entirely of their own free-will and volition and expressly declare that they are acting entirely free from any kind of influence, interference, pressure (financial or otherwise), duress or undue influence from any third-party whatsoever; and, (D) this Agreement is fair and accurately reflects their intention generally and with regard to past and future assets and liabilities.

5.2

***End of Sample***

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