

POSTNUPTIAL AGREEMENT

THIS POSTNUPTIAL AGREEMENT (the "Agreement") MADE ON THIS _____ day of _____, _____

BETWEEN:

_____ of _____

- AND -

_____ of _____

BACKGROUND

- A. This Agreement is made between _____ and _____ (collectively the "Parties" and individually a "Party") who are married to each other.
- B. The Parties intend for this Agreement to become effective upon execution by both Parties.
- C. The Parties wish to enter into this Agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them.
- D. The Parties further wish to affix their respective rights and liabilities that may result from this relationship.
- E. The Parties desire that the distribution of any property that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.
- F. The Parties acknowledge that they have been provided with a reasonable period of time to review this Agreement.

- G. The Parties also acknowledge that they have had an opportunity before signing this Agreement to consult with independent legal counsel in their jurisdiction and of their choice. Notwithstanding, they have chosen to expressly and voluntarily waive their right to legal counsel.
- H. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided.
- I. Each Party agrees and affirms THAT:
- a. The Parties did execute this Agreement voluntarily;
 - b. This Agreement was not unconscionable when it was executed;
 - c. Prior to execution of the Agreement, both Parties were provided a fair and reasonable disclosure of the property or financial obligations of the other Party;
 - d. They have, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other Party; and
 - e. They entered into this Agreement freely and under no duress or undue influence on their decision by the other Party.
- J. The Parties acknowledge that this Agreement will continue upon termination of marriage whether by death, divorce, or otherwise.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

PROPERTY

1. The Parties acknowledge that this Agreement will govern any determination of ownership of property that may occur in the event of the Parties separating, or upon the death of a Party.
2. All jointly acquired or jointly held property, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property (the "Shared Property").

3. Except as otherwise provided in this Agreement, all property will be treated as property owned solely by either one of the Parties (the "Separate Property") except where:
 - a. it is Shared Property; or
 - b. there is proof of shared legal ownership.
4. Nothing in this Agreement will prevent or invalidate any gift, or transfer for value, from one Party to the other of present or future property.
5. Unless a Party can reasonably show that they solely own a piece of property, where either Party commingles jointly owned property with Separate Property, any commingled property will be presumed to be Shared Property.

DEBTS

6. The Parties acknowledge that this Agreement will govern any determination of responsibility of debts that may occur in the event of the Parties separating, or upon the death of a Party.
7. All jointly acquired or jointly held debts, however and whenever acquired, will remain the debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts").
8. Except as otherwise provided in this Agreement, all debts will be treated as debts owed solely by either one of the Parties (the "Separate Debts") except where:
 - a. it is Shared Debt; or
 - b. there is proof of shared legal responsibility.

MATRIMONIAL PROPERTY RELEASE

9. The Parties covenant and agree that they are aware of the community property laws of the State of Arizona, and that it is their intention that the community property laws will not apply to the status, ownership, interest and division of their property, either jointly or separately owned, nor to their future property, whether real or personal, and owned by either one or both of them, and the Parties further covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the community property laws of the State of Arizona, and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

DOWER, CURTESY AND HOMESTEAD RELEASE

10. Each Party releases all dower, curtesy and homestead rights under any statute of the State of Arizona, or any other jurisdiction whatsoever, that, but for this agreement, each would have in and to property in the name of the other, or in their names jointly or as tenants in common.

SPOUSAL SUPPORT

11. In the event of a separation the Parties agree that spousal support may be payable to one of the Parties on the basis of the Party's financial circumstances at the time of separation or otherwise. It is understood and accepted by each Party that spousal support will be determined according to the appropriate Federal or State laws.

ESTATES AND TESTAMENTARY DISPOSITION

12. Nothing in this Agreement will limit or affect any rights that each may acquire as spouse or surviving spouse in the property, assets or estate of the other spouse.
13. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.

ADDITIONAL CLAUSES

14. _____

SEVERABILITY

15. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

INTENTION OF THE PARTIES

16. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

DUTY OF GOOD FAITH

17. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

FURTHER DOCUMENTATION

18. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

TITLE/HEADINGS

19. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ENUREMENT

20. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.

GOVERNING LAW

21. The laws of the State of Arizona will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

TERMINATION OR AMENDMENT

22. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

ENTIRE AGREEMENT

23. The Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior communications, contracts, or agreements between these Parties with respect to the subject matter addressed in this Agreement, whether oral or written.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT ON THE _____ DAY OF _____, _____.

WAIVER OF INDEPENDENT LEGAL ADVICE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

THE STATE OF ARIZONA
COUNTY OF

I, _____, of the City of _____, in Arizona, HEREBY ACKNOWLEDGE THAT:

1. I am a Party to the Postnuptial Agreement attached herewith.
2. I am executing this Agreement separate and apart from _____.
3. I have not been and I am not represented by counsel with respect to the Postnuptial Agreement.
4. I have been advised to consult with an independent attorney and I have chosen not to.
5. I understand that the Postnuptial Agreement affects my rights and obligations should _____ and I choose not to live together as husband and wife.
6. I have received a written explanation of the effect of the Agreement on my rights and obligations. The explanation was provided to me by _____, in his/her capacity as _____.
7. I am proficient in English and I understand the explanation that was provided to me.
8. I am executing this Agreement freely and voluntarily without any compulsion on the part of _____.

DATED at the City of _____, in the State of Arizona, this _____ day of _____, _____

SIGNED, SEALED, AND DELIVERED,
this _____ day of _____,
_____ in the presence of:

A NOTARY PUBLIC IN AND FOR
The State of Arizona



WAIVER OF INDEPENDENT LEGAL ADVICE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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7. I am proficient in English and I understand the explanation that was provided to me.
8. I am executing this Agreement freely and voluntarily without any compulsion on the part of _____.

DATED at the City of _____, in the State of Arizona, this _____ day of _____, _____

SIGNED, SEALED, AND DELIVERED,
this _____ day of _____,
_____ in the presence of:

A NOTARY PUBLIC IN AND FOR
The State of Arizona



CERTIFICATE OF ACKNOWLEDGMENT

The State of Arizona)
)
County of _____)

On the _____ day of _____ in the year _____, before me _____, the undersigned notary public, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC
Print Name:

My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

The State of Arizona)
)
County of _____)

On the _____ day of _____ in the year _____, before me _____, the undersigned notary public, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC
Print Name:

My Commission Expires: