

POSTNUPTIAL AGREEMENT

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This Postnuptial Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SPOUSE 1 LEGAL NAME], residing at [SPOUSE 1 ADDRESS] ("**Spouse 1**"); and

[SPOUSE 2 LEGAL NAME], residing at [SPOUSE 2 ADDRESS] ("**Spouse 2**").

Spouse 1 and Spouse 2 are each a "**Party**" and together the "**Parties**" or the "**Spouses**."

Recitals. The Parties were lawfully married to each other on [MARRIAGE DATE] in [CITY, STATE] and remain married as of the Effective Date. The Parties wish to define their respective property and financial rights and obligations during their marriage and in the event of separation, dissolution of marriage, or death. Each Party has made a full and fair disclosure of assets, liabilities, and income to the other, as reflected in the schedules attached to this Agreement. Each Party enters into this Agreement freely, voluntarily, and with the opportunity to consult independent legal counsel. In consideration of the mutual promises below and of the continuation of the marriage, the Parties agree as follows.

1. Purpose and Effective Date

1.1 Purpose. The Parties enter into this Agreement to clarify their financial rights and responsibilities, to confirm the character of property as separate or marital, and to provide certainty in the event of a future separation, divorce, or death. This Agreement is intended to be enforceable as a postnuptial (post-marital) agreement under the laws of [STATE].

1.2 Effective Date. This Agreement takes effect on the Effective Date and remains in effect throughout the marriage and after any separation, dissolution, or death, except as the Parties otherwise agree in a later writing signed by both.

1.3 Continuation of marriage. Nothing in this Agreement is intended to encourage or facilitate separation or divorce. The Parties affirm their present intention to remain married, and this Agreement governs their affairs whether or not the marriage continues.

1.4 Defined relationship. As used in this Agreement, "**Separate Property**" means property described in Section 3, and "**Marital Property**" means property described in Section 4, in each case as those terms are applied under applicable law.

2. Full Financial Disclosure

2.1 Disclosure made. Each Party has provided the other with a written statement of that Party's assets, liabilities, and approximate annual income, attached as **Schedule A** (Spouse 1) and **Schedule B** (Spouse 2). Each Party acknowledges receiving and reviewing the other's schedule before signing.

2.2 Reliance. Each Party is relying on the other's disclosure as materially complete and accurate. A Party's knowing and material misrepresentation or concealment of a significant asset, liability, or source of income may render this Agreement voidable by the other Party to the extent permitted by applicable law.

2.3 Waiver of further discovery. Subject to Section 2.2, each Party waives the right to any further or more detailed disclosure of the other's financial condition and acknowledges that the disclosure provided is sufficient for the purposes of this Agreement.

2.4 Updates not required. Neither Party is obligated to update the schedules during the marriage, and changes in either Party's financial condition after the Effective Date do not invalidate this Agreement.

3. Separate Property

3.1 Definition. "**Separate Property**" of a Party includes: (a) all property identified as that Party's separate property on Schedule A or Schedule B; (b) property that Party owned before the marriage; (c) property that Party acquires during the marriage by gift, bequest, devise, or inheritance; and (d) the proceeds, appreciation, income, and reinvestment of any of the foregoing, to the extent kept identifiable.

3.2 Retention of control. Each Party retains sole ownership, management, and control of that Party's Separate Property and may sell, encumber, gift, or dispose of it without the other Party's consent or joinder, except where applicable law requires spousal joinder for a particular transaction.

3.3 No conversion by use. The use of one Party's Separate Property for a marital or household purpose, or its temporary deposit into a joint account, does not by itself convert it to Marital Property, provided the Party claiming separate character can reasonably trace the property.

3.4 Waiver of claims. Except as expressly provided in this Agreement, each Party waives and releases any claim to the other Party's Separate Property, including any claim arising from contribution, commingling, or appreciation, to the extent permitted by applicable law.

4. Marital Property and Division

4.1 Definition. "**Marital Property**" means property acquired by either or both Parties during the marriage that is not Separate Property, including jointly titled property and property the Parties expressly designate as marital in a signed writing.

4.2 Designation of specific property. The Parties agree that the property listed on **Schedule C** is and will remain Marital Property regardless of how it is titled.

4.3 Division on dissolution. In the event of legal separation or dissolution of the marriage, Marital Property will be divided **[EQUALLY / AS FOLLOWS: DESCRIBE]**, and each Party will retain that Party's Separate Property free of any claim by the other, subject to court approval where required.

4.4 Debts. Each Party is solely responsible for debts incurred in that Party's sole name and for debts associated with that Party's Separate Property. Debts incurred jointly or for the benefit of the marriage will be allocated **[EQUALLY / AS FOLLOWS]**, subject to the rights of third-party creditors, which this Agreement does not affect.

5. Spousal Support

5.1 Treatment of support. In the event of separation or dissolution, spousal support (also called alimony or maintenance) will be **[WAIVED BY BOTH PARTIES / DETERMINED AS FOLLOWS: DESCRIBE AMOUNT, DURATION, AND CONDITIONS / LEFT TO THE COURT]**.

5.2 Acknowledgment. Each Party understands that a waiver or limitation of spousal support may significantly affect that Party's future financial position, and enters into this provision voluntarily and with that understanding.

5.3 Unconscionability safeguard. If a court of competent jurisdiction finds that enforcement of a support waiver or limitation would be unconscionable at the time of enforcement, the Parties intend that the court modify only that provision to the minimum extent necessary, leaving the remainder of this Agreement intact.

6. Death, Estate Rights, and Beneficiary Designations

6.1 Estate planning preserved. This Agreement does not prevent either Party from providing for the other by will, trust, beneficiary designation, or gift. Any such provision is voluntary unless made binding by a separate written instrument.

6.2 Waiver of elective share. Except as the Parties otherwise provide in writing, each Party waives any right to an elective or statutory share, homestead allowance, family allowance, or similar right in the other Party's estate that arises solely by reason of the marriage, to the extent such a waiver is permitted by applicable law.

6.3 Survivorship property. Property the Parties hold as joint tenants with right of survivorship or as tenants by the entirety passes by operation of law and is not affected by Section 6.2 unless the Parties change the title.

7. Independent Counsel and Voluntariness

7.1 Right to counsel. Each Party has had the right and opportunity to retain independent legal counsel of that Party's own choosing to review this Agreement.

7.2 Representation status. Spouse 1 **[WAS / WAS NOT]** represented by independent counsel, and Spouse 2 **[WAS / WAS NOT]** represented by independent counsel. A Party who chose not to retain counsel did so knowingly and voluntarily after being advised of the right to do so.

7.3 Voluntary execution. Each Party signs this Agreement freely and voluntarily, without duress, fraud, undue influence, or coercion, and has had adequate time to review its terms.

7.4 Understanding of rights. Each Party understands that, absent this Agreement, applicable law would govern the characterization and division of property and the award of support, and that this Agreement may alter those default rights.

8. General Provisions

8.1 Governing law. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. Because postnuptial agreements are governed by state-specific requirements that vary substantially, the Parties should confirm local requirements with counsel.

8.2 Severability. If any provision is held invalid or unenforceable, the rest of this Agreement remains in effect, and the invalid provision will be modified to the minimum extent necessary to make it enforceable while preserving the Parties' intent.

8.3 Amendment. This Agreement may be amended or revoked only by a writing signed by both Parties with the same formalities as this Agreement.

8.4 Entire agreement. This Agreement, together with its schedules, is the entire agreement between the Parties on its subject and supersedes any prior understanding, oral or written.

8.5 No waiver. A Party's failure to insist on strict performance of any provision is not a waiver of that provision or of any other provision.

8.6 **Binding effect.** This Agreement binds and benefits the Parties and their respective heirs, executors, administrators, and assigns.

8.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and, where permitted for marital agreements under applicable law, by electronic signature, each of which is an original and all of which together form one agreement. The Parties should confirm whether local law requires notarization or acknowledgment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SPOUSE 1

SPOUSE 2

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

Acknowledgment / Notary (if required by **[STATE]):**

State of **[STATE]**, County of **[COUNTY]**. On **[DATE]**, before me personally appeared the above-named Parties, who proved to me their identity and acknowledged that they signed this Agreement voluntarily.

Notary Public: _____ My commission expires: **[DATE]**

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