

POSTNUPTIAL AGREEMENT

1. 1. Parties and Marriage

This Postnuptial Agreement (the "Agreement") is made on [EFFECTIVE DATE] between [SPOUSE ONE FULL NAME] and [SPOUSE TWO FULL NAME], who were lawfully married on [MARRIAGE DATE] in [MARRIAGE LOCATION] and who currently reside at [MARITAL RESIDENCE ADDRESS]. The Parties are referred to individually as a "Party" or "Spouse" and together as the "Parties." The Parties have [NUMBER] child or children of the marriage: [CHILDREN NAMES AND BIRTH YEARS, or "none"]. This Agreement takes effect on the date both Parties have signed and acknowledged it before a notary public and continues while the Parties remain married unless amended or revoked under Section 13.

2. 2. Purpose and Reason for Entering After Marriage

The Parties are entering this Agreement after their marriage for the following reason: [REASON, e.g., one Spouse has started a business; one Spouse has received an inheritance; the Parties wish to clarify property rights they did not address before marriage; the Parties are reconciling after a separation]. The Parties intend this Agreement to define their property rights and financial obligations during the marriage and if the marriage ends by divorce, legal separation, annulment, or death. The Parties are not separating as a result of signing this Agreement and neither Party has filed or intends to file for dissolution as a condition of signing. Each Party acknowledges the intent of both Parties to continue the marriage.

3. 3. Financial Disclosure and Fiduciary Duty

The Parties acknowledge that as spouses they owe each other a duty of good faith and fair dealing, including a duty of full and honest financial disclosure. Each Party has delivered to the other a current statement of all assets, liabilities, income, and anticipated income, attached as Schedule A for [SPOUSE ONE FULL NAME] and Schedule B for [SPOUSE TWO FULL NAME], together with supporting documentation including [SUPPORTING DOCUMENTS, e.g., the last two years of tax returns, current account statements, and a business valuation dated [VALUATION DATE]]. Each Party has had a full opportunity to review those materials, to ask questions, and to obtain an independent appraisal of any asset. Each Party represents that the disclosure is complete and accurate as of [DISCLOSURE DATE] and that nothing of material value has been omitted, transferred, or concealed in anticipation of this Agreement.

4. 4. Characterization of Existing Assets

The Parties agree that the assets listed on Schedule A are the separate property of [SPOUSE ONE FULL NAME], the assets listed on Schedule B are the separate property of [SPOUSE TWO FULL NAME], and the assets listed on Schedule C are jointly owned marital property regardless of how they are titled. This characterization applies whether the asset was acquired before or during the marriage and overrides any presumption that property acquired during the marriage is marital or community property. Each Party waives, releases, and gives up any claim, right, or interest in the separate property of the other, including any claim for equitable distribution, community property division, reimbursement, or contribution, except as expressly stated in this Agreement. Each Party may manage, sell, encumber, invest, or dispose of that Party separate property without the consent or signature of the other.

5. 5. Transmutation and Future Acquisitions

Property acquired by either Party after the date of this Agreement will be characterized as follows: [FUTURE PROPERTY ELECTION, e.g., property acquired in the name of one Spouse alone is that Spouse separate property; property acquired in joint names is marital property]. Separate property does not become marital

property merely because it is used for a family purpose, because both Parties occupy or enjoy it, or because it is refinanced or retitled for lending convenience. A change in the character of any asset requires a written statement signed by the Party giving up the interest that identifies the asset and states the intent to change its character. Property received by either Party by gift, inheritance, bequest, or devise from a third party remains that Party separate property together with its proceeds, appreciation, and reinvestments.

6. 6. Income, Earnings, and Household Expenses

Earnings received by either Party during the marriage, including wages, salary, commissions, bonuses, deferred compensation, and self-employment income, will be treated as [EARNINGS ELECTION, e.g., the separate property of the earning Spouse / marital property of both Parties]. Income, dividends, interest, rents, and appreciation generated by separate property remain separate property. The Parties will meet ordinary household expenses as follows: [HOUSEHOLD EXPENSE ARRANGEMENT, e.g., each Party contributes [PERCENTAGE] of the monthly household budget to a joint account]. Contributions made to household expenses from separate funds are treated as gifts to the marriage and do not create a right of reimbursement unless the contributing Party documents a different intent in writing at the time of the contribution.

7. 7. Debts and Credit

Each Party is solely responsible for the debts identified as that Party obligations on Schedule A or Schedule B, including credit cards, student loans, tax liabilities, personal guarantees, and business borrowings. Any debt incurred by one Party after the date of this Agreement in that Party name alone is the sole responsibility of that Party, except debt incurred for a necessity of the family or with the written consent of the other Party. Neither Party will pledge, encumber, or use as collateral any separate property of the other or any jointly titled asset without prior written consent. If a creditor pursues one Party for a debt allocated to the other, the responsible Party will indemnify and hold the other harmless for the full amount, together with interest, penalties, reasonable attorney fees, and costs of defense.

8. 8. Retirement Accounts, Pensions, and Life Insurance

Each Party retains as separate property the retirement accounts, pensions, deferred compensation plans, and stock awards listed on that Party Schedule, together with all future contributions, employer matches, growth, and rollovers, except as follows: [RETIREMENT EXCEPTION, if any]. Each Party will sign any spousal consent, waiver, or beneficiary designation form required to give effect to this Section, and the Parties acknowledge that certain retirement plans governed by federal law require a separate spousal waiver executed after the marriage in the form prescribed by the plan. Each Party may designate any beneficiary on life insurance and payable-on-death accounts, except that [LIFE INSURANCE COMMITMENT, e.g., [SPOUSE ONE] will maintain life insurance of \$[AMOUNT] naming [SPOUSE TWO] as beneficiary while the marriage continues]. If a division of a retirement plan is required on divorce, the Parties will cooperate in preparing any qualified domestic relations order needed to carry it out.

9. 9. Marital Residence and Real Property

The residence at [RESIDENCE ADDRESS] is held as [TITLE STATUS, e.g., the separate property of [SPOUSE NAME] / jointly by the Parties] and will be treated as [RESIDENCE TREATMENT] under this Agreement. Any other real property owned by either Party is listed on the applicable Schedule and retains the character stated there. If both Parties contribute to mortgage principal, property taxes, insurance, or capital improvements on real property titled in one name, the contributing Party is entitled to reimbursement of [REIMBURSEMENT BASIS] on divorce, death, or sale, provided the contributions are documented or traceable. If the marriage ends, the residence will be handled as follows: [RESIDENCE OUTCOME, e.g., the titled Spouse retains the home and pays

any reimbursement within [NUMBER] days / the home is sold and net proceeds are divided [DIVISION]]. Neither Party may list, sell, refinance, or encumber jointly titled real property without the written consent of the other.

10. 10. Spousal Support

If the marriage ends by divorce, legal separation, or annulment, spousal support will be handled as follows: [SUPPORT ELECTION, e.g., each Party waives any claim to spousal support / [PAYING SPOUSE] will pay \$[AMOUNT] per month for [DURATION] beginning on the date of separation / support will be determined by the court under applicable state law]. Any stated amount is intended to be fair and reasonable both at signing and at the time of enforcement, taking into account the length of the marriage, the earning capacity of each Party, and the standard of living established during the marriage. The Parties acknowledge that a court may modify or decline to enforce a support term that would leave a Party without reasonable means of support at the time of enforcement, and that the remaining provisions of this Agreement survive if that happens. Nothing in this Section limits the obligation of either Party to support a child.

11. 11. Estate Rights and Death During the Marriage

Except as stated in this Section, each Party waives any right to an elective or forced share against the estate of the other, any statutory family allowance, homestead right, dower, curtesy, or right of intestate succession. Each Party remains free to leave property to the other by will, trust, or beneficiary designation, and this Agreement does not limit or revoke any such gift actually made. The Parties intend the following provision on death: [ESTATE PROVISION, e.g., the surviving Spouse will receive the marital residence and \$[AMOUNT] from the estate of the deceased Spouse, with the balance passing to the children of the deceased Spouse]. Each Party will update wills, trusts, and beneficiary designations within [ESTATE UPDATE PERIOD, e.g., sixty days] of signing this Agreement so that the documents match the intentions recorded here.

12. 12. Independent Counsel, Voluntariness, and Effect on Divorce

Each Party has been advised to retain a separate, independent attorney before signing. [SPOUSE ONE FULL NAME] is represented by [SPOUSE ONE ATTORNEY OR "has knowingly declined counsel after being advised to obtain it"] and [SPOUSE TWO FULL NAME] is represented by [SPOUSE TWO ATTORNEY OR "has knowingly declined counsel after being advised to obtain it"]. Each Party has had at least [REVIEW PERIOD, e.g., fourteen days] to review this Agreement, to ask questions, and to negotiate changes, and neither Party has been threatened with separation, divorce, financial withdrawal, or loss of any benefit for refusing to sign. The Parties intend that this Agreement be presented to and incorporated by any court considering the dissolution of their marriage, and that it govern the issues it addresses. Each Party has read this Agreement in full, understands the rights being waived, and signs it freely.

13. 13. Amendment, Revocation, and General Provisions

This Agreement may be amended or revoked only by a written instrument signed and notarized by both Parties. Reconciliation after a separation, the filing and dismissal of a dissolution action, the joint titling of an asset, the filing of a joint tax return, and any oral statement do not amend or revoke this Agreement. This Agreement is governed by the laws of the State of [GOVERNING STATE], and the Parties acknowledge that if either relocates, another state law may apply to some issues. If any provision is found invalid or unenforceable, it will be narrowed or severed and the remainder stays in effect. This Agreement is the entire agreement of the Parties on the subjects it covers and replaces any earlier written or verbal understanding, including [PRIOR AGREEMENT, if any]. In any proceeding to enforce this Agreement, the prevailing Party may recover reasonable attorney fees and costs.

14. 14. Signatures and Acknowledgment

By signing below, each Party confirms that this Agreement has been read and understood, that Schedules A, B, and C were received and reviewed, that independent legal advice was available, and that this Agreement is signed voluntarily and without duress. SPOUSE ONE: [SPOUSE ONE FULL NAME]. Signature:

_____. Date: [DATE]. SPOUSE TWO: [SPOUSE TWO FULL NAME]. Signature:

_____. Date: [DATE]. State of [STATE], County of [COUNTY]. On [NOTARY DATE],

before me personally appeared the above-named individuals, known to me or satisfactorily identified, who acknowledged that they signed this Agreement as their free act and deed. Notary Public:

_____. My commission expires: [EXPIRATION DATE].

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Postnuptial agreements are governed by state law and are reviewed more strictly than prenuptial agreements in many states, because spouses owe each other a fiduciary duty once married. A few states impose additional requirements or refuse to enforce postnuptial agreements signed while a separation is contemplated. Each spouse should have this document reviewed by a separate licensed attorney in the applicable state before signing. Use of this template does not create an attorney-client relationship with ScanContract.

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