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# POSTNUPTIAL AGREEMENT

*State of Alabama*

THIS POSTNUPTIAL AGREEMENT (the "Agreement") IS MADE ON _____

**BY AND BETWEEN:**

_____
of
_____

**-AND-**

_____
of
_____

**BACKGROUND**

A. This Agreement is made between _____ and _____ (collectively known as the "Parties" and individually known as a "Party") who are married to each other.

B. The Parties intend for this Agreement to become effective upon execution by both Parties pursuant to the laws of the State of Alabama or other applicable laws, adopted by the State of Alabama.

C. The Parties wish to enter into this Agreement to provide for the status, ownership, and division of both current and future property acquired by either or both of them.

D. The Parties further wish to describe their respective rights and liabilities that may

arise as a result of this relationship.

E. The Parties acknowledge and agree that in case of future disagreements or disputes between them, they intend that the distribution of any property that either or both of them own shall 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 prior to signing.

G. The Parties also acknowledge that they have had the opportunity to retain their own lawyers to obtain independent legal counsel regarding the terms of this Agreement.

H. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any rights to further disclosure of property or financial obligations of each other beyond the disclosure that has already been provided.

I. Each Party agrees and affirms the following:

1. The Parties both executed this Agreement voluntarily and of their own free will;

2. This Agreement was not unconscionable when executed;

3. Prior to the execution of this Agreement, both Parties were provided with a fair and reasonable disclosure of the property and/or financial obligations of the other Party;

4. The Parties have, or reasonably could have had, adequate knowledge of the property and/or financial obligations of the other Party; and

5. The Parties entered into this Agreement freely and under no duress or undue influence on their decision to enter into the Agreement by the other Party.

J. The Parties acknowledge that this Agreement will remain in force upon termination of the marriage, whether by divorce, death, or otherwise.

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

## I. PROPERTY

1. The Parties agree that this Agreement will govern the determination of ownership of property that may occur in the future due to the Parties separating or upon the death of a Party.

2. Except as otherwise provided in this Agreement, any and all property owned by one party before the marriage and that did not become joint property after the marriage took place will remain separate property. This property includes the following:

- All property, including real or personal property, the income from such property, and the investments and re-investments of such property; and,

- All property acquired by either Party by gift, devise, bequest, or inheritance

3. Neither Party shall, during the marriage, acquire for themselves, nor for their assignees or creditors, any interest in the separate property of the other party, nor any right to use, control, benefit, or dispose of such property without the consent of the owning Party.

4. Each Party shall have the right, at all times, to dispose of or encumber any or all of their separate property by deed, sale, gift, trust, will, mortgage, lien, or any other form of encumbrance without limitation, merely upon their own individual signature or act without the necessity of action or consent by the other Party.

5. In situations wherein a Party ("Owner") dealing with their own separate property needs or desires the other party (Non-Owner) to sign a document for the apparent purpose of relinquishing any apparent right to the property arising solely because of the marital relationship. Upon request, the Non-Owner agrees to sign any such documents solely for the above purpose. The signing of such a document shall not impose any personal liability nor rights to the property upon the Non-Owner.

6. All future jointly acquired or jointly held property and the jointly owned property as of the date of the signing of this Agreement by both Parties, described below, 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"):

_____

7. In the event of the Parties separating or upon the death of a Party, all Shared Property will be deemed to be owned equally and each Party will be entitled to fifty percent (50%) of the net equity of the property, regardless of the initial or ongoing proportion of each Party's investment, unless the Parties have agreed otherwise in

writing.

## II. MARITAL EARNINGS

8. All earnings, salaries, commissions, income, pension, stock, stock options, or other employee benefits resulting from personal services or labor of either party shall be and remain the sole and separate property of the earning Party. Each Party voluntarily relinquishes all of their interest in such property of the other.

9. Each of the Parties understands that if not for this Agreement, such earnings would be considered joint property, and that by this Agreement, such earnings during the marriage are made the separate property of the person who earned them.

10. It is expected that the earnings described in this Agreement may be used for joint household expenses or other joint purposes. Such use shall not be construed to imply joint ownership of the earnings.

## III. DEBTS

11. The Parties affirm that this Agreement will govern any determination of responsibility for debts that may occur in the event of the Parties separating or upon the death of a Party.

12. Except as otherwise provided in this Agreement, any debt incurred by either of the Parties prior to the marriage remains separate debt owed only by the Party who originally incurred it.

13. All future jointly acquired or jointly held debts and currently shared debt described below, however and whenever acquired, will remain debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts")

_____

14. In the event of the Parties separating or upon the death of a Party, all Shared Debts will be deemed to be equally the responsibility of both Parties and each Party will take on fifty percent (50%) of the Shared Debt of the Parties.

## IV. MARITAL RESIDENCE

15. It is the intention of the Parties that the residence leased in the following name(s): _____ is located at the following address:

_____

16. This lease shall be altered and affected by this Agreement in the following manner:

_____

17. The expenses associated with the maintenance of the residence shall be paid as follows: - Rental payments shall be made by _____.

## V. JOINT EXPENSES

18. Each Party agrees to contribute an equal amount towards paying for the joint expenses.

19. Joint expenses include the following:

_____

20. Nothing in this Agreement shall limit the obligation of each Party to contribute such further amounts as are reasonable and necessary from time to time for the above purposes.

## VI. MATRIMONIAL PROPERTY RELEASE

21. The Parties covenant and agree that they are aware of the Equitable Division laws of the State of Alabama, and that it is their intention that these 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.

22. The Parties covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the Equitable Division laws of the State of Alabama, 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.

## VII. TAXES

23. Nothing in this Agreement shall be construed as waiving any rights of the Parties to report their income for federal or state income tax purposes in the same manner as permissible for any other spouses, any rights provided for spouses under the federal gift tax laws with reference to gifts, or any rights under the federal estate tax laws with reference to any transfer to which such laws may apply.

24. If the Parties elect to file federal and state income tax returns on a joint, rather than on a separate, return with the other, this election shall not create any community property or any other rights or interests in contravention of this Agreement.

25. If the Parties elect to file a joint income tax return during their marriage, each shall be liable for any and all taxes associated with their separate property, if applicable.

## VIII. CHILDREN

26. _____ has the following child from a previous relationship: _____, born on _____

27. _____ has the following child from a previous relationship: _____, born on _____

28. _____ and _____ have the following child together:_____, born on _____

29. _____, as long as married to _____, shall provide a home and reasonable support for the health, education, maintenance, and support of _____'s dependent child from a previous relationship without establishing any legal requirement to continue to do so upon separation or dissolution of the marriage.

30. _____, as long as married to _____, shall provide a home and reasonable support for the health, education, maintenance, and support of _____'s dependent child from a previous relationship without establishing any legal requirement to continue to do so upon separation or dissolution of the marriage.

31. In the event the Parties separate or divorce, _____ will retain sole physical

and legal custody of their child from a previous relationship.

32. In the event the Parties separate or divorce, _____ will retain sole physical and legal custody of their child from a previous relationship.

33. In the event the Parties separate or divorce, the Parties agree that the child borne of their relationship will reside with both parents.

34. In the event the Parties separate or divorce, the Parties agree to the following visitation and parenting time schedule:

a. Regular Visitation Schedule:

_____

b. Vacation and Holiday Schedule:

_____

35. In the event the Parties separate or divorce, the Parties agree to a joint legal custody arrangement for any children borne of their relationship together, with both parents being given the right and responsibility to decide matters of welfare, education, and health in the child's best interests.

## IX. SPOUSAL SUPPORT

36. _____ will pay spousal support in the amount of $2 (two US dollars) Monthly to _____ indefinitely until the death of _____.

37. Spousal support payments will be paid on the on the 1st (first) of each month.

38. The Parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either Party the right to seek additional support under any legislation, Federal or State. It is understood by each Party that this Agreement represents a final disposition of all maintenance and support issues between them.

## X.

**XI.**

## XII. INTENTION OF THE PARTIES

39. 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.

## XIII. DUTY OF GOOD FAITH

40. 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.

## XIV. FURTHER DOCUMENTATION

41. 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.

## XV. TITLE/HEADINGS

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

## XVI. GOVERNING LAW

43. The laws of Alabama 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.

## XVII. TERMINATION OR AMENDMENT

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

**XVIII. ENTIRE AGREEMENT**

45. 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.

*IN WITNESS WHEREOF* the Parties have duly affixed their signatures.

SIGNED by _____:

_____
_____

_____
DATE

In the presence of:

_____
WITNESS

_____
WITNESS

SIGNED by _____:

_____
_____

_____
DATE

In the presence of:

_____
WITNESS

_____
WITNESS

**ACKNOWLEDGMENT**

State:_____

County: _____

I, Attorney, within and for said County and State, do certify that on this day came before me, _____, personally known to me, whose name is signed to the foregoing Postnuptial Agreement and that _____ entered into this Postnuptial Agreement of their own free will and volition without any force or duress by any Party.

Given my hand and seal this _____ day of _____, _____.

_____
ATTORNEY

ACKNOWLEDGMENT

State:_____

County: _____

I, Attorney, within and for said County and State, do certify that on this day came before me, _____, personally known to me, whose name is signed to the foregoing Postnuptial Agreement and that _____ entered into this Postnuptial Agreement of their own free will and volition without any force or duress by any Party.

Given my hand and seal this _____ day of _____, _____.

_____
ATTORNEY