

# MARRIAGE CONTRACT ONTARIO

Location: \_\_\_\_\_ Contract Parties: \_\_\_\_\_

## Party A Information:

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Party B Information:

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Recitals:

WHEREAS the Parties intend to enter into lawful marriage under the laws of Ontario, and WHEREAS they desire to define their respective rights and obligations regarding property, debts, and other matters in accordance with the laws of the Province of Ontario;

### 1. Interpretation:

In this Agreement, unless the context otherwise requires: (a) 'Spouse' means either Party A or Party B; (b) 'Property' includes all real and personal property, whether owned individually or jointly; (c) 'Debts' include all liabilities, whether incurred before or after the date of this Agreement.

### 2. Disclosure:

Each Party represents and warrants that they have made a full, accurate, and complete disclosure to the other Party of their respective assets, liabilities, and financial circumstances and that such disclosure is relied upon by the Parties in entering into this Agreement.

### 3. Property Rights:

The Parties agree that all property currently owned or acquired in the future by either Party shall remain the separate property of the owning Party unless otherwise agreed in writing. Jointly owned property shall be held in joint tenancy or tenancy in common as specified by the Parties.

### 4. Debts:

Each Party shall be solely responsible for any debts incurred individually before or after the marriage, and neither Party shall be liable for the debts of the other except as jointly agreed in writing.

### 5. Spousal Support:

The Parties agree that this Agreement shall govern spousal support obligations, if any, and that either Party may waive or limit spousal support to the extent permitted by law. Both Parties acknowledge that this Agreement is intended to be fair and reasonable at the time of execution.

**6. Child Custody and Support:**

This Agreement does not address child custody or support matters, which shall be determined in accordance with the best interests of the child(ren) and applicable laws of Ontario.

**7. Termination and Amendment:**

This Agreement may be terminated or amended only by a written agreement signed by both Parties. Termination or amendment shall not affect any rights or obligations accrued prior to such change.

**8. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. The Parties consent to the exclusive jurisdiction of courts in Ontario for any dispute arising from this Agreement.

**9. Independent Legal Advice:**

Each Party acknowledges that they have been advised of their right to independent legal advice prior to executing this Agreement, and either has obtained such advice or voluntarily chosen not to do so.

**10. Entire Agreement:**

This Agreement contains the entire understanding between the Parties relating to its subject matter and supersedes all prior agreements and understandings, whether oral or written.

**11. Severability:**

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most nearly reflects the Parties' original intent.

**12. Execution:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to have the same force and effect as original signatures.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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