

POSTNUPTIAL AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Party 1 Full Name: _____

Party 1 Address: _____

Party 1 Contact Info: _____

Party 2 Full Name: _____

Party 2 Address: _____

Party 2 Contact Info: _____

RECITALS:

WHEREAS, the Parties were lawfully married and wish to enter into this Postnuptial Agreement to establish their respective rights and obligations regarding property and financial matters; AND WHEREAS, the Parties intend for this Agreement to be legally binding and enforceable under the laws of Canada.

AGREEMENT:

1. SEPARATE PROPERTY

Each Party shall retain sole ownership, control, and enjoyment of property owned prior to marriage or acquired by gift, inheritance, or exclusion explicitly agreed herein, free from any claim by the other Party.

2. MARITAL PROPERTY

Property acquired jointly during the marriage shall be considered marital property and divided equitably upon dissolution, except as modified by this Agreement.

3. DEBTS

Each Party shall be responsible for debts incurred in their own name prior to and during the marriage, unless expressly agreed to be joint debts herein.

4. SPOUSAL SUPPORT

The Parties waive any right to spousal support except as otherwise agreed in writing within this Agreement.

5. FINANCIAL DISCLOSURE

Each Party represents that they have made a full and fair disclosure of their financial circumstances to the other Party.

6. EFFECT OF AGREEMENT

This Agreement supersedes any prior agreements between the Parties and shall be binding upon execution.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province in Canada where the Parties reside.

8. LEGAL ADVICE

Each Party acknowledges that they have had the opportunity to seek independent legal advice prior to execution.

9. AMENDMENTS

Any modification or amendment to this Agreement must be in writing and signed by both Parties.

10. SEVERABILITY

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

11. DISCLOSURE AND VOLUNTARINESS

Each Party enters into this Agreement voluntarily, without duress or undue influence, and with full understanding.

12. EXECUTION

This Agreement may be executed in counterparts and electronic signatures shall have the same force and effect as original signatures.

13. WAIVER OF RIGHTS

No waiver of any breach of this Agreement shall constitute a waiver of any other breach.

14. CONFIDENTIALITY

The Parties agree to keep the terms and existence of this Agreement confidential, except as required by law.

15. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall first be addressed through mediation before initiating litigation.

16. PROPERTY MANAGEMENT

Each Party shall manage their separate property as they see fit without interference from the other.

17. TAXES

The Parties shall be responsible for any taxes arising from their separate or marital property as determined by law.

18. CHILDREN

This Agreement does not address custody, support, or guardianship of any children and does not affect such rights.

19. ACKNOWLEDGEMENTS

The Parties acknowledge that this Agreement is fair and reasonable and that they fully understand its terms.

20. ENTIRE AGREEMENT

This Agreement, together with any attached schedules, constitutes the entire agreement between the Parties regarding its subject matter.

PARTY 1 SIGNATURE

PARTY 2 SIGNATURE

Signature: _____

Signature: _____

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