

Postnuptial property to designate separate property and to release marital property rights.

**POSTNUPTIAL AGREEMENT**

**BETWEEN**

Patty Plaintiff

- and -

Danny Defendant

Dated:

**W I T N E S S E T H:**

This agreement is made in the City of East Brunswick, County of Middlesex, State of New Jersey, between Danny Defendant, and Patty Plaintiff, who have been husband and wife since the date of their marriage on January 1, 2000. The above-named parties reside at 10 Maple Street, East Brunswick, NJ.

This agreement is made for the purpose of clarifying and establishing their respective property interests, without the intent of either party to obtain a divorce or legal separation.

**STIPULATIONS OF PARTIES**

1. A marriage has been solemnized between the parties on January 1, 2000, in the City of New Brunswick, Middlesex County, NJ.

2. Husband and wife desire to define their respective rights in property acquired before and after marriage.

3. Husband and wife desire to define their marital property rights.

For the reasons cited about and in consideration of the mutual covenants contained herein, husband and wife agree as follows.

**PROPERTY ACQUIRED BEFORE MARRIAGE**

4. All property owned by either husband or wife prior to marriage, specifically including those items listed in Exhibits A and B attached to this Agreement, will remain the separate property of the party to whom the property belonged to before the

marriage.

#### **AFTER ACQUIRED PROPERTY**

5. All property acquired after the marriage of the parties will be the separate property of the party acquiring the property, with all the rights, title, and interest exclusively in that party.

#### **RELEASE OF MARITAL RIGHTS**

6. Each party will have no rights or interest in separate property of the other, and each waives and releases all marital property rights in the other's estate that he or she might otherwise have or obtain, and on the death of husband or wife, the decedent's property passes by will or intestate succession to decedent's heirs as if the marriage between husband and wife had never occurred.

#### **MISCELLANEOUS TERMS OF AGREEMENT**

**7. Independent Counsel:** The parties acknowledge and represent that each has procured and been advised as to all aspects of this Agreement by independent counsel of his/her own choice. \_\_\_\_\_ having been represented by \_\_\_\_\_, Esq., with offices located at \_\_\_\_\_, and \_\_\_\_\_ having been represented by \_\_\_\_\_, Esq., with offices located at \_\_\_\_\_. The fact that \_\_\_\_\_'s attorneys actually prepared the initial draft of this typewritten Agreement shall have no bearing whatsoever on either party's decision to execute same and each party is satisfied that he/she has freely negotiated the contents hereof free from any improper persuasion or influence of the other or any third party. Both parties acknowledge and represent that their respective attorneys were selected freely, voluntarily, of their own free will, and free from any improper persuasion or influence of the other party or any third party.

**8. Voluntary Execution:** The parties each acknowledge and represent that this Agreement has been executed by them free from any improper persuasion, fraud, undue influence, or economic, physical or emotional duress of any kind whatsoever asserted by the other or any third party.

**9. Incorporation of the Within Agreement:** The parties acknowledge and understand that this Agreement shall be offered in evidence in any proceeding instituted by either of the parties in any court of competent jurisdiction in which a determination of any aspect of the parties' relationship is sought and shall, subject to the court's approval, be incorporated in any order or judgment rendered in such proceeding.

**10. Non-Merger:** Notwithstanding its incorporation into any order or judgment entered by a court of competent jurisdiction,

the provisions of this Agreement shall not merge with, but shall survive any such order or judgment in its entirety and shall remain in full force and effect, except as may be invalidated by a court of competent jurisdiction.

**11. Validity and Enforceability of Agreement:** The parties further agree that this contract is valid and enforceable in any action that may hereafter be commenced by either party in any jurisdiction.

**12. Severability:** In the event any provision contained in this Agreement, either in whole or in part, is deemed or held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of any partially declared invalid or unenforceable provision and all other provisions of the Agreement shall, nonetheless, remain and continue in full force and effect.

**13. Situs:** The parties agree that the laws of New Jersey shall govern the execution and enforcement of this Agreement regardless of any jurisdiction wherein it may be presented as evidence.

**14. Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors and administrators.

**15. Enforceability of Agreement:** The parties agree that the within Agreement is enforceable in any court of competent jurisdiction and neither shall do anything to declare the Agreement or any of its provisions invalid or unenforceable. Should either party take any action to declare the Agreement or any of its terms invalid, said party shall indemnify the other for all reasonable expenses and costs, including attorneys' fees, incurred in successfully enforcing the Agreement.

**16. Understanding of English Language:** The parties represent and acknowledge that each can read and write the English language; that each has read this Agreement in its entirety independently and with the assistance of independent legal counsel; and that each understands each and every word, phrase and provision contained in this Agreement. Any and all words, phrases and/or provisions that either party may not have initially understood have been explained by independent legal counsel to each party's mutual satisfaction.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this Agreement on the day and year first above written.

STATE OF NEW JERSEY)  
                                  )  
                          ss.       )  
                                  )  
COUNTY OF                      )

BE IT REMEMBERED that on this \_\_\_\_\_ th day of \_\_\_\_\_  
2007, before me, the subscriber, a Notary Public, personally  
appeared Patty Plaintiff, who, I am satisfied, is the person  
named in the foregoing Agreement, to whom I first made known the  
contents thereof, and thereupon he or she acknowledged that he or  
she signed, sealed, and delivered the same as his or her  
voluntary act and deed, for the uses and purposes therein  
expressed.

\_\_\_\_\_  
**PATTY PLAINTIFF**

**Date:**

\_\_\_\_\_  
**NOTARY PUBLIC**

**Date:**

STATE OF NEW JERSEY )  
 )  
 ss. )  
 )  
 COUNTY OF )

BE IT REMEMBERED that on this \_\_\_\_\_ th day of \_\_\_\_\_  
2007, before me, the subscriber, a Notary Public, personally  
appeared Danny Defendant, who, I am satisfied, is the person  
named in the foregoing Agreement, to whom I first made known the  
contents thereof, and thereupon he or she acknowledged that he or  
she signed, sealed, and delivered the same as his or her  
voluntary act and deed, for the uses and purposes therein  
expressed.

\_\_\_\_\_ Date:  
DANNY DEFENDANT

\_\_\_\_\_ Date:  
NOTARY PUBLIC

**SCHEDULE A**  
**FINANCIAL DISCLOSURE OF HUSBAND**

I. ASSETS

1. Real Estate      Approximate Value

a.

b.

c.

2. Bank and Financial Accounts

a.

b.

c.

3. Trusts

4. Automobiles

5. Miscellaneous

a.

b.

c.

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Total -

II. LIABILITIES

1. Debt Amount of Debt

a.

b.

III. INCOME

1. See attached 1996 Federal Income Tax Return and most recent pay stubs.

**SCHEDULE B**

**FINANCIAL DISCLOSURE OF WIFE**

I. ASSETS

1. Real Estate      Approximate Value

a.

b.

c.

2. Bank and Financial Accounts

a.

b.

c.

3. Trusts

4. Automobiles

5. Miscellaneous

a.

b.

c.

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Total -

II. LIABILITIES

1. Debt      Amount of Debt

a.

b.



III. INCOME

1. See attached 1996 Federal Income Tax Return and most recent pay stubs.