

Comprehensive postnuptial property agreement.

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.

W I T N E S S E T H

Whereas, each of the parties had been employed prior to their marriage and had accumulated separate assets, and

Whereas, each of the parties has continued to manage his or her separate assets, and

Whereas, the parties have accumulated property in their own names and jointly since their marriage, and

Whereas, the parties agree that it would be appropriate for them to enter into an agreement identifying their separated property and fixing their respective rights and interests in that property and in their joint and marital property, the parties have entered into this Agreement.

Whereas, the parties agree that it would be appropriate for them to enter into an agreement identifying their separated property and fixing their respective rights and interests in that property and in their joint and marital property, the parties have entered into this Agreement.

At the time this Agreement is made, the parties are living

together harmoniously and intent to continue to do so. Neither has consulted with an attorney regarding any possible dissolution of the marriage.

ARTICLE ONE

CONSULTATION WITH COUNSEL

Each of the parties has made full disclosure of the nature, extent and value of their assets and income, as appear on Exhibits A and B attached to this Agreement.

Each of the parties has been represented by counsel of their own choosing in connection with the negotiation and preparation of this Agreement and satisfied that their respective rights and interests have been fully explained to them by their counsel separately, and, in addition, together, at the time of the execution of this Agreement. Notwithstanding this separate representation, the parties bargained with each other as persons in confidential relations and agree that they are bound by the rules governing such dealings.

ARTICLE TWO

NO CONFIDENTIAL RELATIONSHIP

Although the parties were harmoniously married at the time of the negotiation and execution of this Agreement, they are each satisfied that they conducted the negotiations in a businesslike and arms-length manner and did not deal as persons in a confidential relationship.

Each of the parties has been represented by counsel of that party's own choosing in connection with the negotiations and preparation of this Agreement. Each party is satisfied that his or her respective rights and interests have been fully explained to him or her by such counsel, and acknowledges the receipt of that explanation both on an individual basis in separate meeting with counsel, and when the parties and counsel met together at the time of the execution of this Agreement.

Each of the parties has made full disclosure of the nature, extent, and value of the party's assets and income, as these appear on Exhibits A and B attached to this Agreement, to the other party. In addition, each party has responded to inquiries from the other party regarding the nature, extent, and value of his or her respective financial circumstances.

ARTICLE THREE

SEPARATE PROPERTY IDENTIFIED

Now, therefore, in consideration of the premise and mutual undertakings herein, the parties agree as follows:

The separate property of the Wife shall consist of the assets shown on Exhibit A attached to this Agreement, and the separate property of the Husband shall consist of the assets shown on Exhibit B attached to this Agreement.

ARTICLE FOUR

SEPARATE PROPERTY OF EACH PARTY LISTED

(A) The following shall be considered the separate property of the Husband:

(1) Any bank accounts currently held in his name only, or in his name with any party other than the wife, specifically [*list accounts by number, names, and bank*];

(2) The property located at _____, East Brunswick, New Jersey, including the land and all structures on the real estate, and all of the contents of those structures on the real estate, and all of the contents of those structures, although the property is currently in the name of the parties jointly with the right of a survivorship;

(3) All motor vehicles registered in the Husband's name, specifically: [*list by make, model, year, and identification number*];

(4) the following real property, all held in the Husband name along or with persons other than the wife, specifically: [*list each by address or other locating identification, and co-owners*].

(5) All income from the sale or leasing of the property described in subparagraph (4) above:

(6) Any property substituted for or replacing the property described in subparagraph 4 of property purchased with any income from the property described in subparagraph (4) above;

(B) The following shall be considered the separate property of the wife:

(1) Any bank accounts currently held in her name only, or in her name with any party other than the husband, specifically [*list accounts by number, names, and bank*];

(2) Any income, earned or unearned, derived by the wife from any source, in any manner, up to the amount of \$50,000 per year;

(3) The property located _____, including the land and all structures thereon, and all contents of the structures, although the property is currently in the husband's name only:

(4) All of her personal jewelry, clothing, books, and mementos currently owned by her or acquired in the future;

(5) Any property acquired through the use of her separated funds, income or property.

ARTICLE FIVE

WAIVER OF INTERESTS IN SEPARATE PROPERTY

All of the separated real and personal property, tangible or intangible, of each of the parties, as listed in attached exhibits A and B, shall be the separated property of each party respectively, and the other shall not obtain or retain any right, title, or interest of any kind in any and to the property by virtue of the parties' continued marriage, or by virtue of any use or occupancy of the property, or by another means, and each hereby waives and surrenders any right, title, or interest in the property.

ARTICLE SIX

JOINT PROPERTY

The following shall be considered the joint marital property of the parties:

(1) The collection of rare coins and stamps acquired by the husband under the will of his Uncle, Robert Thompson.

(2) The securities account, bearing account number 1234567, that is maintained by the wife at AG Edwards, containing the securities listed on the account statement attached as Exhibit A, to this agreement.

(3) The sailboat known as the Rusty Clipper, bearing registration number 1234567, acquired by the husband, in his name, prior to the marriage.

(4) All other assets or income of the parties, whether held in their names jointly or in either of their names solely or with third parties, except for those listed as the separate property of each of the parties as delineated in this agreement;

(5) Any property or income acquired hereafter in their joint

names or with the use of joint assets or income, whether or not held in their joint names.

ARTICLE SEVEN

EXECUTION OF DOCUMENTS

Contemporaneously with execution and delivery of this agreement, each of the parties shall execute any deeds, bills of sale, assignments, or other documents of transfer and title necessary to establish their respective rights to their separate property and to their joint property. The failure of either party to execute a document(s) shall not affect the designation of particular property separate or joint, and the designation shall be controlled by the terms of this agreement.

ARTICLE EIGHT

EXECUTION OF DOCUMENTS

Neither of the parties, if surviving the other, nor the survivor's heirs, executors, administrators and assigns, shall make any claim to courtesy or statutory distributive share, or any claim of any other nature whatsoever, in and to any part of the estate of the other to nature whatsoever, in and to any part of the estate of the other to which he or she might be entitled as a surviving spouse were it not for the execution and delivery of this agreement; and each party hereby waives, discharges, and releases:

(A) All such rights as a spouse to share in or make any claim against the estate of the other, agrees to execute from time to time any instruments that may be necessary or appropriate to cause the estate of the other to devolve in the same manner as if he or she had predeceased the other:

(B) Any right, title or interest whatsoever that he or she may acquire or be entitled to acquire in the property of the other at any time hereafter by reasons of their marriage under the laws of any state or country:

(C) Any right of election against a decedent spouse's estate accorded pursuant to the laws of New Jersey:

(D) Any right to act as a conservator or administrator of the other's estate.

Nothing set forth in this agreement, however, shall limit or otherwise affect either party's entitlement to receive any benefits that the other may voluntarily elect to provide for him or her by will or other instrument disposing of property upon death.

ARTICLE NINE

FAMILY DEBTS AND SUPPORT

Notwithstanding that both parties are equally responsible for the debts of the family and for their mutual support and the support of their minor children, the husband shall assume primary responsibility for the payment of all bills and debts incurred for the care, benefit, and support of each of these parties and their minor children, and his income and separate assets shall be applied to the payment of these obligations first, even to the extent of their exhaustion and diminution, after which the joint assets and income of the parties shall be employed, even to their exhaustion and diminution, after which the separate assets and income of the wife may be employed. The wife's voluntary use of her assets funds for her own support, care or benefit, or for the children of the parties, shall not be deemed a waiver fo the husband's obligations under this paragraph.

ARTICLE TEN

COMMINGLING OF INCOME AND ASSETS

(A) Notwithstanding the provisions of this agreement that allow the parties to maintain their separate income and assets, the parties recognize that it is possible, through accident or intent, for their income or assets to become, or appear to be, commingle. It is the parties' intention that any commingling or pooling of assets not be interpreted to imply any abandonment of the terms and provisions of this agreement, and that the provisions contained herein addressing the parties' interests in jointly-held property be applied, and that in other instances, each party be determined to be the owner of that proportion and the total fund or value of the assets in question that reflects the proportionate amount deposited or invested by each party.

(B) The fact that the parties may file joint state or federal income tax returns or make gifts of property or cash to each other shall not be interpreted to imply any abandonment of the terms and provisions of this agreement.

(C) The filing of a marital dissolution action be either party shall not be deemed an abandonment of this agreement.

ARTICLE ELEVEN

VOLUNTARY GIFTS TO SPOUSE

Nothing contained in this agreement shall in any manner bar or affect the right of either party to claim or receive any additional property of any nature or character that the other party, by last will and testament or other testamentary disposition, or by instrument executed or any act done during his

or her life, may give, devise or bequeath, or transfer, assign or set over, to the other.

ARTICLE TWELVE

WAIVER OF PENSION INTERESTS

Neither party shall retain any right, title, or interest in any pension or other retirement plan or account owned by the other party prior to the date of this agreement, nor to any increase in the value of such resulting from appreciation or income accruing in such plan or account: no shall either party obtain any rights to any increases in the value of such plans or accounts resulting from the deposit of separation assets or separate income. Each party has the option to being, maintain, and continue any pension, retirement, or other deferred compensation plans and accounts, regardless of the source of funds and each waives any right, title, interest in plans and accounts established by the other. Each party agrees to execute any additional documents necessary to evidence such waiver and surrender of rights.

ARTICLE THIRTEEN

SEPARATION AND DIVORCE

Although this agreement is made without either party having the intention to separate or initiate a divorce or dissolution proceeding, the parties recognize that these occurrences are with the realm of possibility, and they wish to provide for that eventuality in the following manner:

(A) The provisions of this agreement shall not be terminated by a separation, divorce, or dissolution action;

(B) The provisions contained in article four regarding the separate property of each of the parties shall remain in effect, and neither shall make any claim against the other for any interest in any portion of this separate property;

(C) The joint property of the parties shall be divided so that parties obtain equal value;

(D) The husband shall be solely liable for the payment of all debts incurred for the support, care and benefit of the family that are outstanding on the date of the parties' separation or commencement of a divorce or dissolution proceeding, whichever first occurs, and shall hold the wife harmless therefrom and indemnify her on account of any payment of any such debt she may make;

(E) Commencing the first day of the month beginning after the date of the parties' separation, or the date of the commencement

of the divorce or dissolution action, whichever first occurs, the husband shall pay for the wife the sum of _____ dollars per month for her support and for the support of the minor children of the parties and these payments shall continue until the parties resume cohabitation or until the entry of a decree of divorce or dissolution;

(F) Upon the entry of a final decree of divorce or dissolution, the husband shall pay to the wife the sum of _____ dollars per month for her support and the sum of _____ dollars per month for the support of each of the minor children of the parties.

ARTICLE FOURTEEN

"SUNSET" AND RENEGOTIATION PROVISION

The parties have entered into this agreement during a period of marital difficulty, although neither is presenting contemplating a separation or the commencement of a divorce or dissolution proceeding. If the parties are still living together _____ years after the date of the execution of this agreement and no divorce action is pending, then this agreement shall terminate and be without effect. Until that date, in the event of any changed circumstance the parties agree to renegotiate the terms of this agreement in a good faith effort to accommodate those changed circumstances.

ARTICLE FIFTEEN

AMENDMENT

During their joint lives and so long as their marriage has not been terminated by divorce, dissolution of marriage or annulment, the parties reserved the right to amend this agreement by an instrument in writing, executed by each of them. Any amendment, so executed, shall be valid and binding to the full extent, as though the provision of the amendment had been set forth in this agreement.

ARTICLE SIXTEEN

LAW APPLICABLE

This agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey in effect at the time of its execution.

ARTICLE SEVENTEEN

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.

ARTICLE EIGHTEEN

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.

ARTICLE NINETEEN

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.

ARTICLE TWENTY

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.

ARTICLE TWENTY-ONE

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.

ARTICLE TWENTY-TWO

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.

ARTICLE TWENTY-THREE

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.

ARTICLE TWENTY-FOUR

BINDING EFFECT

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

ARTICLE TWENTY-FIVE

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.

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