

## Sample Pre-Nuptial Agreement

### PRE-NUPTIAL AGREEMENT

This Pre-Nuptial Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 by and between:

#### Party A:

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### Party B:

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### Recitals

A. Party A and Party B (the "Parties") intend to marry on or about \_\_\_\_\_ (date of marriage). B. The Parties wish to define their respective rights, responsibilities, and obligations, including in the event of divorce, separation, or death. C. The Parties have disclosed all assets, liabilities, and financial obligations to each other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

#### 1. Definitions

1.1 **Separate Property:** Any property owned by either Party prior to the marriage shall remain that Party's separate property, including but not limited to:

- Real estate at: \_\_\_\_\_
- Personal bank accounts: \_\_\_\_\_
- Investments: \_\_\_\_\_
- Inherited property: \_\_\_\_\_

1.2 **Marital Property:** Any assets acquired during the marriage, excluding separate property as defined above, shall be deemed marital property.

#### 2. Division of Assets in the Event of Divorce

2.1 In the event of divorce or separation, each Party shall retain ownership of their separate property, and marital property shall be divided as follows:

- Party A shall receive: \_\_\_\_\_
- Party B shall receive: \_\_\_\_\_

### **3. Debts**

3.1 Any debts incurred before the marriage shall remain the responsibility of the individual who incurred them.

3.2 Debts incurred jointly during the marriage shall be divided equally, unless otherwise agreed.

### **4. Spousal Support**

4.1 The Parties agree that in the event of a divorce, neither Party shall claim spousal support (alimony), unless otherwise stipulated as follows:

- Party A shall receive: \_\_\_\_\_
- Party B shall receive: \_\_\_\_\_

### **5. Confidentiality**

5.1 The Parties agree to keep the terms of this Agreement confidential and not disclose any information to third parties without mutual consent, except as required by law.

### **6. Legal Representation**

6.1 Both Parties acknowledge that they have had the opportunity to seek independent legal advice regarding this Agreement.

### **7. Full Disclosure**

7.1 Both Parties affirm that they have fully disclosed their financial situation, including assets, liabilities, and income, and that this Agreement is entered into voluntarily.

### **8. Governing Law**

8.1 This Agreement shall be governed by the laws of the Province of British Columbia.

### **9. Severability**

9.1 If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Pre-Nuptial Agreement as of the date first above written.

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**Party A Signature**

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**Party B Signature**

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

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**Sample Post-Nuptial Agreement**

**POST-NUPTIAL AGREEMENT**

**This Post-Nuptial Agreement** ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 by and between:

**Party A:**

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Party B:**

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Recitals**

A. Party A and Party B were married on \_\_\_\_\_ (date of marriage). B. The Parties wish to define their respective rights, responsibilities, and obligations during the marriage, including in the event of divorce, separation, or death. C. The Parties have disclosed all assets, liabilities, and financial obligations to each other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. Separate Property**

1.1 Each Party shall retain sole ownership of their separate property as listed below:

- Real estate owned by Party A: \_\_\_\_\_
- Real estate owned by Party B: \_\_\_\_\_

- Personal bank accounts of Party A: \_\_\_\_\_
- Personal bank accounts of Party B: \_\_\_\_\_

## **2. Marital Property**

2.1 All property acquired after the date of this Agreement shall be considered marital property, to be divided equally in the event of divorce or separation, except as otherwise provided.

2.2 Any jointly owned property acquired during the marriage prior to this Agreement shall also be considered marital property unless otherwise stipulated.

## **3. Division of Property Upon Divorce or Separation**

3.1 In the event of a divorce or separation, each Party shall retain ownership of their separate property, and marital property shall be divided as follows:

- Party A shall receive: \_\_\_\_\_
- Party B shall receive: \_\_\_\_\_

## **4. Spousal Support**

4.1 In the event of divorce, the Parties agree to the following spousal support arrangements:

- Party A agrees to provide spousal support in the amount of \$\_\_\_\_\_ per month for \_\_\_\_\_ years.
- Party B agrees to provide spousal support in the amount of \$\_\_\_\_\_ per month for \_\_\_\_\_ years.

## **5. Children and Custody**

5.1 If applicable, the Parties agree that custody and visitation rights of any children from the marriage shall be handled separately from this Agreement and in accordance with any applicable court orders or parenting plans.

## **6. Debts**

6.1 Debts incurred by each Party prior to the marriage shall remain their individual responsibility, including the following:

- Party A's debts: \_\_\_\_\_
- Party B's debts: \_\_\_\_\_

## **7. Governing Law**

7.1 This Agreement shall be governed by the laws of the Province of British Columbia.

**8. Full Disclosure**

8.1 Both Parties affirm that they have fully disclosed their financial situation, including assets, liabilities, and income, and that this Agreement is entered into voluntarily.

**9. Legal Representation**

9.1 Both Parties acknowledge that they have had the opportunity to seek independent legal advice regarding this Agreement.

**10. Severability**

10.1 If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Post-Nuptial Agreement as of the date first above written.

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**Party A Signature**

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**Party B Signature**

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

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**Important Notes:**

- These agreements should be tailored to the specific needs and circumstances of the parties.
- Independent legal advice is strongly recommended for both parties to ensure fairness and enforceability.
- Financial disclosure is crucial to the validity of these agreements in British Columbia courts.