**Postnuptial Agreement Template**

**GENERAL PROVISIONS**

1. 11.01 RELEASE OF LIABILITIES AND CLAIMS. \_\_\_\_\_\_Except as otherwise provided in this agreement, each party hereby releases the other from all interposal obligations, whether incurred before or after the effective date, and all claims to the property of the other. This release extends to all claims based on rights that have accrued before the marriage, including, but not limited to, property and support claims. The parties have considered such claims in this agreement.
2. 11.02 STATUS OF TEMPORARY ORDERS. \_\_\_\_\_\_All temporary orders previously rendered by the court in the pending dissolution action of the parties shall be deemed fully satisfied as to those acts whose performance was required on or before the effective date of this agreement and shall be deemed superseded by this agreement as to those acts whose performance was not so required.
3. 11.03 WAIVER OF RIGHTS ON DEATH OF OTHER PARTY.

\_\_\_\_\_\_Except for Wife’s rights under Paragraph 3.02 of this agreement, each party hereby waives the right to receive any property or rights whatsoever on the death of the other, unless such right is created or affirmed by the other under a will or other written document executed after the effective date of this agreement. Each party believes that he or she has received a fair and reasonable disclosure of the property and financial obligations of the other party. Each party’s waiver is intended to be an enforceable waiver of that party’s rights under Probate Code sections 140-147.

The rights waived include, but are not limited to, rights to any of the following:

1. (a) Property that would pass from the decedent by intestate succession;
2. (b) Property that would pass from the decedent by testamentary disposition;
3. (c) A probate homestead;
4. (d) The setting aside of exempt property;
5. (e) A family allowance;
6. (f) The setting aside of an estate;
7. (g) An election to take community or quasi-community property against the decedent’s will;
8. (h) The statutory share of an omitted spouse;
9. (i) An appointment as executor or administrator of the decedent’s estate, except as the nominee of a third party legally entitled to make such a nomination;
10. (j) Property that would pass from the decedent by no probate transfer, such as the survivorship interest under a joint tenancy, a Totem trust account, or a payable-on-death account; and
11. (k) Proceeds as a beneficiary of any type of insurance policy.
12. 11.04 ENTIRE AGREEMENT.
\_\_\_\_\_\_This agreement contains the entire agreement of the parties on these matters,
superseding any previous agreement between them.
13. 11.05 RECONCILIATION. \_\_\_\_\_\_If the parties reconcile, this agreement shall nevertheless remain in full effect
unless and until it is modified or revoked in writing signed by both parties.
14. 11.06 MODIFICATION BY SUBSEQUENT AGREEMENT.
\_\_\_\_\_\_This agreement may be modified by subsequent agreement of the parties only by
an instrument in writing signed by both of them, an oral agreement to the extent that the
parties execute it, or an in-court oral agreement made into an order by a court of
competent jurisdiction.
15. 11.07 NOTICE OF BANKRUPTCY FILING.
\_\_\_\_\_\_If either party decides to claim any rights under the bankruptcy laws, that party
must notify the other of this intention in writing at least ten (10) days before filing the
petition. Such notice must include, but not necessarily be limited to, the name, address,
and telephone number of the attorney, if any, representing the party in that proceeding
and the court in which the petition shall be filed.
16. 11.08 ATTORNEY FEES IN ACTION TO ENFORCE OR MODIFY AGREEMENT.
\_\_\_\_\_\_Except as to reserved issues, the prevailing party in any action or proceeding to
enforce or modify any provision of this agreement, or any corresponding provision of a
subsequent judgment into which the provision is merged, shall be awarded reasonable
attorney fees and costs. For the moving party to be deemed the prevailing party for
purposes of this provision, at least ten (10) days before the filing of any motion he or she
must provide written notice to the other party specifying the alleged breach or default, if
capable of being cured, or the modification requested. The other party must then be
allowed to avoid implementation of this provision by curing the breach or default
specified or executing an agreement for the modification requested during the ten-day
period.
17. 11.09 COOPERATION IN IMPLEMENTATION OF AGREEMENT.
\_\_\_\_\_\_On demand of the other party and without undue delay or expense, each party
shall execute, acknowledge, or deliver any instrument, furnish any information, or
perform any other acts reasonably necessary to carry out the provisions of this agreement.
If a party fails to execute any document as required by this provision, the court may
appoint the court clerk or his or her authorized designee to execute the document on that
party’s behalf.
18. 11.10 EFFECTIVE DATE.
\_\_\_\_\_\_The effective date of this agreement shall be the date of its execution by the
second of the parties to do so.

	1. 11.11 COURT ACTION.
	\_\_\_\_\_\_If a judgment of dissolution of marriage is obtained by either party, the original of
	this agreement shall be attached to the judgment. The court shall be requested to do the
	following:
	2. (a) Approve the entire agreement as fair and equitable;
	3. (b) Order the parties to comply with all of its executor provisions;
	4. (c) Merge the provisions relating to child custody and visitation, child support, spousal support, future acts with respect to property division, attorney fees and costs, and income tax, and only those provisions, into the judgment; and
	5. (d) Incorporate the remainder of the agreement in the judgment for the sole purpose of identification.
19. 11.12 ACKNOWLEDGMENTS.
\_\_\_\_\_\_Each party acknowledges that he or she respectively (1) is fully informed as to the
facts relating to the subject matter of this agreement, and as to the rights and liabilities of
both parties; (2) enters into this agreement voluntarily, free from fraud, undue influence,
coercion, or duress of any kind; (3) is representing themselves in an “in pro per” status
and is therefore not represented by legal counsel; (4) prior to executing this agreement,
either party may have this agreement reviewed by an attorney; and (5) has read,
considered, and understands each provision of this agreement.

 **SIGNATURES AND DATES.**

The foregoing is agreed to by:

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Husband’s printed name & signature)

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Wife’s printed name & signature)