



permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.

- F. The Parties acknowledge that they have been provided with a reasonable period of time to review this Agreement.
- G. The Parties also acknowledge that they have had an opportunity before signing this Agreement to consult with independent legal counsel in their jurisdiction and of their choice. Notwithstanding, they have chosen to expressly and voluntarily waive their right to legal counsel.
- H. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided.
- I. Each Party agrees and affirms THAT:
  - a. The Parties did execute the Agreement voluntarily;
  - b. This Agreement was not unconscionable when it was executed;
  - c. Prior to execution of the Agreement, both Parties were provided a fair and reasonable disclosure of the property or financial obligations of the other Party;
  - d. They have, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other Party; and
  - e. They entered into this Agreement freely and under no duress or undue influence on their decision by the other Party.
- J. The Parties acknowledge that this Agreement will continue upon termination of marriage whether by death, divorce, or otherwise.

**NOW THEREFORE** in consideration of the upcoming marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

**PROPERTY**

1. The Parties acknowledge that this Agreement will govern any determination of ownership of property that may occur in the event of the Parties separating, or upon the death of a Party.
2. All jointly acquired or jointly held property, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property (the "Shared Property").
3. Except as otherwise provided in this Agreement, all property will be treated as property owned solely by either one of the Parties (the "Separate Property") except where:
  - a. it is Shared Property; or
  - b. there is proof of shared legal ownership.
4. Nothing in this Agreement will prevent or invalidate any gift, or transfer for value, from one Party to the other of present or future property.
5. Unless a Party can reasonably show that they solely own a piece of property, where either Party commingles jointly owned property with Separate Property, any commingled property will be presumed to be Shared Property.

#### **DEBTS**

6. The Parties acknowledge that this Agreement will govern any determination of responsibility of debts that may occur in the event of the Parties separating, or upon the death of a Party.
7. All jointly acquired or jointly held debts, however and whenever acquired, will remain the debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts").
8. Except as otherwise provided in this Agreement, all debts will be treated as debts owed solely by either one of the Parties (the "Separate Debts") except where:
  - a. it is Shared Debt; or
  - b. there is proof of shared legal responsibility.

#### **MATRIMONIAL PROPERTY RELEASE**

9. The Parties covenant and agree that they are aware of the equitable distribution laws of the State of New York, and that it is their intention that the equitable distribution laws will not apply to the status, ownership, interest and division of their property, either jointly or separately owned, nor to their future property, whether real or personal, and owned by either one or both of them, and the Parties further covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the equitable distribution laws of the State of New York, and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

#### **DOWER, CURTESY AND HOMESTEAD RELEASE**

10. Each Party releases all dower, curtesy and homestead rights under any statute of the State of New York, or any other jurisdiction whatsoever, that, but for this agreement, each would have in and to property in the name of the other, or in their names jointly or as tenants in common.

#### **SUPPORT**

11. The Parties agree that the investment of time or labor with respect to personal service in the property of the other, or otherwise, will be deemed to have been made gratuitously, and without expectation or right of compensation unless agreed to the contrary in writing.
12. It is the intention of the Parties to forever release each other from any alimony or support obligations now and in the future no matter how their circumstances may change. They will not apply now or in the future under any Federal or State legislation for support. They each waive any rights they may have to proceed against the other under any law or statute for payments of alimony or support and rely upon the law of contract to govern in respect of this issue.
13. The Parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either Party the right to seek support under any legislation, Federal or State. It is understood by each Party that this Agreement represents a final disposition of all maintenance and support issues between them.

#### **ESTATES AND TESTAMENTARY DISPOSITION**

14. Nothing in this Agreement will limit or affect any rights that each may acquire as spouse or surviving spouse in the property, assets or estate of the other spouse.

15. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.

#### **SEVERABILITY**

16. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

#### **INTENTION OF THE PARTIES**

17. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

#### **DUTY OF GOOD FAITH**

18. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

#### **FURTHER DOCUMENTATION**

19. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

#### **TITLE/HEADINGS**

20. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

#### **ENUREMENT**

21. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.

**GOVERNING LAW**

22. The laws of the State of New York will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

**TERMINATION OR AMENDMENT**

23. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

**ENTIRE AGREEMENT**

24. The Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior communications, contracts, or agreements between these Parties with respect to the subject matter addressed in this Agreement, whether oral or written.

**IN WITNESS WHEREOF** the Parties have hereunto set their hands and seals on the \_\_\_\_\_ day of [REDACTED], 2017.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
[REDACTED] [REDACTED]

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
[REDACTED]

\_\_\_\_\_  
Witness

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

**CERTIFICATE OF ACKNOWLEDGMENT**

The State of New York )

)

County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared [REDACTED] [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**

The State of New York )

)

County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_