

POSTNUPTIAL AGREEMENT

Parties: _____

Spouse One Information:

Full Legal Name: _____

Date of Birth: _____

Address: _____

Spouse Two Information:

Full Legal Name: _____

Date of Birth: _____

Address: _____

Recitals:

WHEREAS, the parties were legally married under the laws of the State of California; WHEREAS, the parties desire to enter into this Postnuptial Agreement to define their respective rights and obligations regarding their property and financial affairs during the marriage and in the event of separation, dissolution, or death; WHEREAS, the parties intend for this Agreement to be legally binding, enforceable, and in compliance with the laws of California.

1. Separate Property

Each spouse shall retain sole ownership, control, and enjoyment of all property, assets, and debts owned individually prior to the marriage or acquired individually by gift, inheritance, or other means during the marriage, which shall be considered Separate Property.

2. Community Property

Unless otherwise agreed in this Agreement, all property, income, and debts acquired by the parties during the marriage shall be considered community property and shall be divided equally upon dissolution.

3. Disclosure

Each spouse acknowledges that full and fair disclosure of all assets, liabilities, and financial information has been made to the other spouse prior to execution of this Agreement.

4. Waiver of Rights

Each spouse hereby waives, releases, and relinquishes any and all rights, claims, or interests in the Separate Property of the other spouse, including but not limited to rights to inherit, rights to share in earnings, and rights arising from community property presumptions, except as otherwise specifically provided herein.

5. Debts

Each spouse shall be responsible solely for their separate debts incurred before or during the marriage, except as otherwise agreed or jointly incurred.

6. Spousal Support

Any right to spousal support (alimony) is waived, modified, or preserved as specified herein, consistent with California law and public policy.

7. Estate Rights and Inheritance

This Agreement does not limit or affect the rights of either spouse to dispose of their separate property by will or trust, subject to applicable laws regarding elective share and community property.

8. Taxes

The parties agree to file their federal and state income tax returns jointly or separately as they may elect, and to cooperate in all tax matters arising during or after the marriage.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

10. Full Integration

This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, concerning the subject matter herein.

11. Amendment and Revocation

This Agreement may be amended or revoked only by a written agreement signed by both parties.

12. Independent Legal Counsel

Each party acknowledges that they have had the opportunity to seek independent legal counsel and enter into this Agreement voluntarily, without duress, coercion, or undue influence.

13. Severability

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

14. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

15. Effective Date

This Agreement shall become effective upon execution by both parties.

16. No Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

17. Confidentiality

The parties agree to keep the terms of this Agreement confidential, except as required by law or as necessary to enforce its terms.

18. Dispute Resolution

Any disputes arising under this Agreement shall be resolved first by mediation, and if unsuccessful, by binding arbitration in accordance with the rules of the American Arbitration Association.

19. Notices

All notices required or permitted under this Agreement shall be in writing and delivered to the addresses set forth above or as updated by written notice.

20. Execution Location

The parties agree that this Agreement is executed in the State of California and any disputes shall be adjudicated there.

SPOUSE ONE SIGNATURE

SPOUSE TWO SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docs-life.com/postnuptial-agreement-california-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-life.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.