

POSTNUPTIAL AGREEMENT

State of Texas

Parties:

Party One Full Name: _____

Address: _____

Phone/Email: _____

Party Two Full Name:

Address: _____

Phone/Email: _____

Recitals:

WHEREAS, the Parties were lawfully married according to the laws of the State of Texas; and WHEREAS, the Parties desire to enter into this Postnuptial Agreement to define their respective rights and obligations regarding property, debts, and other matters during the marriage and upon dissolution; and WHEREAS, the Parties acknowledge that this Agreement is made voluntarily and with full knowledge of its legal effect.

Article 1 – Separate Property:

Each Party’s separate property, including property owned prior to marriage, inheritances, gifts, and any increase or income therefrom, shall remain the separate property of that Party. Neither Party shall have any interest in the separate property of the other except as expressly provided in this Agreement.

Article 2 – Community Property:

All property acquired by the Parties during the marriage that is not separate property as defined herein shall be considered community property and subject to division upon dissolution of marriage unless otherwise agreed.

Article 3 – Debts and Liabilities:

Each Party shall be responsible for their separate debts incurred before or during the marriage. Community debts shall be the joint responsibility of both Parties unless otherwise agreed in writing.

Article 4 – Spousal Support Waiver:

Except as otherwise provided herein or agreed in writing, the Parties waive any right to spousal support or maintenance now or in the future, except as may be required by law or agreed upon.

Article 5 – Dispute Resolution:

In the event of a dispute arising out of or relating to this Agreement, the Parties agree first to attempt to resolve the dispute through mediation before pursuing any other legal remedies.

Article 6 – Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Venue for any legal action relating to this Agreement shall be in a court of competent jurisdiction in the county of the Parties' residence.

Article 7 – Full Disclosure:

Each Party represents that they have made a full and fair disclosure of their financial condition, including assets, liabilities, and income at the time of execution of this Agreement.

Article 8 – Voluntary Execution:

Each Party acknowledges that they have had the opportunity to seek independent legal counsel, enter into this Agreement voluntarily, and understand its terms and effect.

Article 9 – Amendments:

This Agreement may be amended or revoked only by a written instrument signed by both Parties.

Article 10 – Severability:

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Article 11 – Entire Agreement:

This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

Notices:

All notices, demands, or other communications required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, sent by certified mail return receipt requested, or by nationally recognized overnight courier to the addresses set forth above or such other addresses as the Parties may designate in writing.

Counterparts and Execution:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to have the same legal effect as original signatures.

PARTY ONE SIGNATURE

PARTY TWO SIGNATURE

Signature: _____

Signature: _____

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