

Postnuptial Termination Agreement

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General Information

Postnuptial Termination Agreement

There are occasions when the parties to a postnuptial agreement come to the decision that the agreement should be terminated. In this instance it is important that the Postnuptial Termination Agreement be set forth in writing. Most Postnuptial Agreements contain a provision regarding its termination and it is important that this procedure be followed to ensure that the termination is legal and valid. A well-written Postnuptial Termination Agreement will be helpful if the parties have disagreements or misunderstandings surrounding the termination.

Instructions and Checklist

Postnuptial Termination Agreement

- Both parties should read the termination agreement carefully.
- Check the original Postnuptial Agreement to ensure that any termination procedures in that agreement are met.
- Each of you should be represented by separate and independent counsel before signing this termination agreement. This will serve to convince a court that neither party signed the termination without proper information or under the influence of the other party. “Separate” means that you and your spouse have different attorneys. “Independent” means that your attorney is not indebted to your spouse, or being compensated to serve his or her interests instead of yours.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- Both husband and wife must sign the agreement.
- Both parties should retain either an original or copy of the signed termination agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.
- Laws vary from time to time and from state to state. These forms are not intended and are not a substitute for legal advice. This form should only be a starting point for you and should not be used or signed before first consulting with an attorney to ensure that it addresses your particular situation. An attorney should be consulted before negotiating any legal document with another party.

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POSTNUPTIAL TERMINATION AGREEMENT

THIS POST NUPTIAL TERMINATION AGREEMENT (the "Termination Agreement") is made and entered into as of this ____ day of _____, 20____ (the "Termination Date") by and between _____ of _____ ("Husband") and _____ of _____ ("Wife") (collectively the "Parties").

RECITALS

WHEREAS, the Parties have entered into a Postnuptial Agreement on the _____ day of _____, ____ ("Post Nuptial Agreement");

AND WHEREAS, the Parties have decided to terminate the said Post Nuptial Agreement under the terms and conditions set forth hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. TERMINATION

The Parties hereby agree to terminate the said Postnuptial Agreement as of the Termination Date and thereafter it shall have no future force or effect.

2. SURVIVING OBLIGATIONS

The Parties hereby expressly agree that they will not be liable for any ongoing obligations except for the surviving obligations under the said Postnuptial Agreement.

3. RELEASE

The Parties do hereby mutually release and discharge each other and their respective administrators, executors, representatives, successors and assigns, from any and all actions, causes of action, suits, debts, accounts, covenants, disputes, agreements, promises, damages, judgments, executions, claims, and demands whatsoever in law or in equity that they ever had, now has, or that they or their administrators, executors, representatives, successors and assigns hereafter can or may have, by reason of any act, omission, matter, cause or thing whatsoever occurring at any time prior to the execution of this Termination Agreement, whether known or unknown, suspected or unsuspected, foreseen or unforeseen.

4. NOTICES

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by

facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to _____ : _____

Attention: _____
Fax: _____

If to _____ : _____

Attention: _____
Fax: _____

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip.

5. SUCCESSORS & ASSIGNS

This Agreement is binding upon each Party, and shall inure to the benefit of each Party to this Agreement and their respective officers, directors, employees, agents, subsidiaries, parent corporations, affiliated companies, successors, assigns, agents, heirs, and personal representatives.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties hereto as to the termination of the Lease Agreement and it merges all prior discussions between them relating thereto. Any amendment or modification to this Agreement shall be effective only if in writing and signed by each party hereto.

7. SEVERABILITY

In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect without said provision. In such event, the Parties shall in good faith attempt to negotiate a substitute clause for any provision declared invalid or unenforceable, which substitute clause shall most nearly approximate the intent of the Parties in agreeing to such invalid provision, without itself being invalid.

8. GOVERNING LAW

This Agreement will be governed by and interpreted and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties have executed this Postnuptial Termination Agreement as of the dates set forth below their respective signatures.

Husband

Wife