

# A sample of marriage contract paper

## MARRIAGE AGREEMENT

This marriage agreement (the "**Agreement**") is between \_\_\_\_\_ (the "**First Party**") and \_\_\_\_\_ (the "**Second Party**") (collectively, the "**Parties**").

The parties are about to be married;

The parties intend this Agreement to provide for their respective rights and obligations under the marriage, on separation, on the annulment or dissolution of the marriage.

The parties therefore agree as follows:

### 1. DOMICILE

The parties will be married on \_\_\_\_\_ at \_\_\_\_\_, and the parties will be both domiciled in \_\_\_\_\_ at the time of the marriage.

### 2. PERIOD OF COHABITATION

Although the parties will be married on \_\_\_\_\_, the parties began living together on \_\_\_\_\_.

### 3. OWNERSHIP AND DIVISION OF PROPERTY

#### (a) Assets and Liabilities

The First Party represents that Schedule A contains a complete and accurate disclosure of all property registered in her name or of which she is the beneficial owner and of all debts whether presently owner of contingent and the Second Party represents that Schedule B contains a complete and accurate disclosure of all property registered in her name or of which she is the beneficial owner and of all debts whether presently owner of contingent.

#### (b) Classes of Property to Remain Separate

Except as otherwise specifically provided for in this Agreement, neither Party will under any circumstances acquire any interest in the following property (which is referred to collectively as "**One Party Property**") which will be and remain the sole and exclusive property of the other party throughout the marriage and in the event of dissolution of the marriage:

(I) all property later referred to in this Agreement as being the One Party Property of the other;

(II) \_\_\_\_\_

#### (c) Value of Assets and Liabilities

The current assets and liabilities of First Party are set out in Schedule A and the current assets and liabilities of the Second Party are set out in Schedule B. The values and assets of each party as set out in those schedules are the fair market values for those assets as of \_\_\_\_\_. The liabilities set out in each of those schedules are the total outstanding and contingent liabilities of the parties.

#### (d) Exclusion of Interest by Spouse as a Result of Operation of Law

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**(d) Exclusion of Interest by Spouse as a Result of Operation of Law**

Provided that if the parties intend that either party obtain an interest in One Party Property by direct or indirect contribution, the parties may agree in writing by stating the interest each party will have in the property and attaching such document to the Agreement.

However, if one party (the "**Stay-at-Home Party**") terminate his or her employment in order to remain in the home to effectively care for the children of the other party (the "**Working Party**") or any children of the marriage:

(1) the Stay-at-Home Party will have a 50 percent interest in all One Party Property acquired by the Working Party from his or her income from all sources during his or her unemployment subject to any liabilities related to the acquisition of those assets; and

(2) the cost of maintaining the One Party Property of the Stay-at-Home Party net of any income derived therefrom will be paid as a household expense and will not be subject to reimbursement to the Working Party.

However, within six (6) months after the date of separation of the parties, First Party will receive an amount of money equal to \_\_\_\_\_ per cent for each year of cohabitation during marriage (to a maximum of 50 percent) of the Net Value (as defined below) of the One Party Property. "Net Value" means the appraised value of all the One Party Property of Second Party less all of the financial encumbrances registered against the One Party Property and all other debts of Second Party related to the acquisition, maintenance, operation or improvements of his or her One Party Property outstanding at the date of separation.

**(e) Tracing and Compensation for Benefits**

In the event of:

- (I) separation ;
- (II) a divorce being granted;
- (III) the making of an order for judicial separation;
- (IV) a declaration of nullity of the marriage;

if either Party has converted One Party Property or any part thereof into real or personal property that is not One Party Property, the value of the converted property (or the value of the part thereof) will be traced into the other real or personal property before the division referred to in this Agreement is effected into the One Party Property of the other unless the Party convening the property elects in writing that the tracing will not occur with respect to that particular property and the party who converted the property will be reimbursed or given credit for the value of the converted property (or the value of the part thereof) and the parties will then share the net equity after deducting any liens, charges or other encumbrances from the market value or sale price at the time.

**(f) Gifts or Transfers Between the Parties**

Nothing in this Agreement will prevent either party from making gifts or testamentary dispositions to the other party, but the delivery of property of a value over \$\_\_\_\_\_ from one party to the other will be deemed not to be a gift unless evidenced in writing and signed by the party making the gift.

**(g) Gifts from Third Parties**

Any gifts given to either or both parties from a person related to one party will be owned by the party related to the person giving the gift unless the gift of a personal nature is given to the party not related to the person giving the gift.

Any gifts given to either or both parties, including gifts of money, will be owned by the parties equally (except if it is obvious from the nature of the wedding gift or property purchased from the proceeds of a wedding gift in the form of money that it will be used exclusively by one party (as in the case of clothing)).

#### **(h) Division of Property on Separation or Dissolution**

Except as otherwise specifically provided in this Agreement, if:

- (I) the separation of the parties occur and there is no reasonable prospect of the resumption of cohabitation;
- (II) a divorce is granted;
- (III) an order is made for judicial separation;
- (IV) a declaration of nullity of marriage is made;

all property, real and personal, acquired after the marriage which is not One Party Property will be divided between the parties after having taken into account the income tax consequences of any transfer of interest and assets. If the parties are unable to agree as to the actual division of the assets, either party may apply to a court of competent jurisdiction for an order allocating specific assets between the parties. If neither party applies for an allocation of assets to a court of competent jurisdiction and the parties are unable to agree on the allocation of assets, the assets will be sold and the net proceeds will be divided equally between the parties immediately. If the parties are unable to agree on the terms of the listing agreement or of the sale of the asset or assets, either party may apply to a court of competent jurisdiction for the determination of the dispute.

#### **(i) Arbitrator**

If the parties are unable to agree as to the value of any registered retirement savings plans or pension plans or the value of any other property to be divided between the parties or valued pursuant to this Agreement, the calculation of the value of property in connection with the tracing provisions of this Agreement, the effect of any income tax consequences of any transfer of property, or any other matter concerning the division of assets and liabilities, the parties agree that the matter should be referred to an evaluator or chartered accountant of the parties's choice will be the sole arbitrator of the issues submitted to him or her and whose determination will be final and binding upon the parties.

#### **(j) Dispute**

If the parties are unable to agree upon the choice of an evaluator or chartered accountant to act as an arbitrator are unable to agree upon a listing agent, a listing price, a sale price, or any other matter in connection with the valuation or the sale of property pursuant to this Agreement, then either party may apply to a court of competent jurisdiction for the determination of the dispute.

### **4. SUPPORT OBLIGATIONS**

#### **(a) During the Marriage**

The primary obligation of support for each party is on that party. One party should only be called on to support the other party in circumstances where there is genuine inability of the party to support himself or herself and any assistance given in such circumstances will continue only while genuine inability exists.

If any children are born of the marriage, each of the parties will be equally responsible for the financial support and for the care of such children.

**(b) On Separation - Spouse**

All parties are self-supporting at the present time and will not require support in the future unless a party is incapacitated as result of accident or illness.

Each party, although not requiring support at this time, being employed and in good health, will have the right to apply for support up to \_\_\_\_\_ years after the date of separation if prior that the date the party in question:

- (I) suffers grievous physical incapacitation resulting in an involuntary substantial reduction in her income;
- (II) has not remarried;
- (III) has not resided with an unrelated adult person for a period of six (6) months or more.

Needs for a spouse for support will be based on the assumption that each party is entitled to live at a similar standard of living.

**(c) On Separation - Children**

If the parties separate and there are children of the marriage, the First Party (the "**Paying Party**") shall pay to the other party (the "**Receiving Party**") for the support of the children of the marriage the "Child Support Sum" (as defined below) commencing on the 1st day of the month following separation. From time to time, the Child Support Sum will be based upon the number of children in the Receiving Party's care who have not:

- (I) have not moved away from the home of the Receiving Party;
  - (II) have not married;
  - (III) have not attained the age of majority;
  - (IV) are attending a regular institution of learning;
  - (V) have not become self-supporting, or
  - (VI) have not died;
- (referred to collectively as the "**Events**" or individually as an "**Event**")

provided that once an Event as occurred with respect to a child, that child will no longer be counted for the purpose of calculating the Child Support Sum.

When one or more of the above Events has occurred with respect to all children of the marriage, the obligation of the First Party to pay support to the Receiving party for the children of the marriage will cease forever.

"**Child Support Sum**" means the amount of child support prescribed by the applicable legislation existing in the jurisdiction where the parties are residing at the time of the separation of the parties provided that there is no applicable legislation specifying the quantum of child support, then it means the amount which equals one-twelfth (1/12) of \_\_\_\_\_% of the net income before tax of the Paying Party in the

calendar year immediately prior to the separation of the parties. If at the time of the separation of the parties legislation exists allowing support payments as described above to be deductible to the payor for income tax purposes, such payment will be deductible to him or her (and if a written separation agreement is required in order for the payment to be deductible, the parties will enter into such a written agreement providing for the terms of support as described above, but the quantum of the child support payments will be adjusted to take into account the tax consequences of the parties).

**(d) Variation based on Cost of Living**

The amount of the monthly payment to the party receiving spousal support and the Receiving Party for the support of the children of the marriage will be adjusted annually each 1st of January. If the CPI (as defined below) for January for the year of the adjustment is greater than the CPI of the year and month of separation (referred to as "**Base Year and Month**"), the amount of the monthly payments will be increased over that of the Spousal Support Child Support Sum in direct proportion to the percentage increase of the CPI of the year and month of the adjustment, to the CPI of the Base Year and Month.

"CPI" means the average of the items for food, shelter (if a residence has not been provided), household operations, transport, clothing, health and recreation, as provided in the Consumer Price Index for Canada published by Statistics Canada under the authority of the *Statistics Act*, RSC 1985, c S-19, as amended from time to time, provided that if the Consumer Price Index is adjusted to reflect a different item basis and the parties cannot agree on the comparable items to be used, then an all item basis will be used.

**(e) Provision of Dental and Medical Insurance**

The First Party shall maintain dental, medical and hospital insurance offered by his or her employer for the other party and the children of the marriage as long as:

- (i) the parties cohabit, and if they should separate, as long as each of the other party and children are entitled to maintenance within the terms of this Agreement;
- (ii) such coverage is available to him through his employment; and
- (iii) each of the other party and children qualifies for the coverage within the terms of that insurance policy.

**(f) Post-Secondary Education Costs**

The parties confirm their intention that any children of the marriage will be encouraged to attend a post-secondary educational institution and the parties will be equally responsible for the following educational costs each year for each children of the marriage as long as the child is in continued and regular attendance at a university, college or vocational institution in a course acceptable to each parent and maintain(s) a passing average:

- (i) tuition
- (ii) cost of course required books;
- (iii) on campus residence expenses during the school terms.

**5. PARENTS**

**(a) Travel Expenses to Visit Parents**

The First Party may travel to the home of her parents in \_\_\_\_\_ each year which expenses will be paid out of the joint funds of the parties without reimbursement.

The parties are the registered and beneficial owners as joint tenants of the lands and premises located at \_\_\_\_\_ (referred to as the "**Matrimonial Home**"), which property is not currently subject to any encumbrance.

**(b) Encumbering the Matrimonial Home**

Neither party may further encumber the title to the Matrimonial Home in any manner whatsoever without the written consent of the other party.

**(c) Upkeep of Matrimonial Home**

The parties will share equally in all expenses relating to the Matrimonial Home including, without limiting the generality of the foregoing, the financial encumbrances, house insurance premiums, taxes, upkeep and maintenance.

**(d) Sale of Matrimonial Home**

In the event of the sale of the Matrimonial Home for any reason, the parties will share the proceeds in accordance with their respective contribution to the purchase price after deducting financial encumbrances, real estate commissions and legal fees for the sale.

If:

- (I) the separation of the parties occurs;
- (II) a divorce is granted;
- (III) an order is made for judicial separation; or

The Second Party may travel to the home of her parents in \_\_\_\_\_ each year which expenses will be paid out of the joint funds of the parties without reimbursement.

**6. INCOMES**

All income of the parties exclusive of One Party Property will be deposited into a joint bank account in the names of both the parties and the money from that bank account will be used for usual household or family expenses. If at the end of each fixed month period of marriage the joint bank account has a balance of greater than \$1,000 after deducting all outstanding liabilities the amount in excess of \$1,000 will be divided equally between the parties. Either party may spend or invest the monies as he or she may wish free from the dictates of the other party, and any property purchased by a party with the money will be that person's One Party Property unless otherwise agreed to in writing by both parties.

**7. HOUSEHOLD EXPENSES**

The parties will share equally in their household and living expenses including, without limiting the generality of the foregoing, food, household goods, utilities, internet, furniture, appliances, dishes, linens and holiday expense. The parties shall each pay their share of the household and living expenses into a joint bank account monthly to be used by either of them for the purposes set out in this clause.

**8. MATRIMONIAL HOME**

**(a) Ownership of the Matrimonial Home**

The parties are the registered and beneficial owners as joint tenants of the lands and premises located at \_\_\_\_\_ (referred to as the "**Matrimonial Home**"), which property is not currently subject to any encumbrance.

**(b) Encumbering the Matrimonial Home**

Neither party may further encumber the title to the Matrimonial Home in any manner whatsoever without the written consent of the other party.

**(c) Upkeep of Matrimonial Home**

The parties will share equally in all expenses relating to the Matrimonial Home including, without limiting the generality of the foregoing, the financial encumbrances, house insurance premiums, taxes, upkeep and maintenance.

**(d) Sale of Matrimonial Home**

In the event of the sale of the Matrimonial Home for any reason, the parties will share the proceeds in accordance with their respective contribution to the purchase price after deducting financial encumbrances, real estate commissions and legal fees for the sale.

If:

- (I) the separation of the parties occurs;
- (II) a divorce is granted;
- (III) an order is made for judicial separation; or
  
- (IV) a declaration of nullity of the marriage is made;

then the Matrimonial Home will be forthwith listed for sale at a listing price agreeable to both parties, sold and the proceeds divided as set out above. If the parties are unable to agree upon a listing agent, a listing price, a sale price or upon any other matter in connection with the sale of the Matrimonial Home, either party may apply to a court of competent jurisdiction for the determination of the dispute.

**(e) Option to Purchase**

If:

- (I) the separation of the parties occurs;
- (II) a divorce is granted;
- (III) an order is made for judicial separation; or
  
- (IV) a declaration of nullity of the marriage is made;

and if either party wishes to purchase the other party's interest in the Matrimonial Home, he or she may notify the other party of his or her intention to do so in writing. The first party notifying the other party in writing shall purchase the other party's interest in the Matrimonial Home. If the parties are unable to agree upon the amount of the purchase price within ninety (90) days, it will be determined by subtracting one half of the financial encumbrances and projected real estate commission (based on the standard commission payable for Multiple Listing Service for the **Alberta** Real Estate Board) from one half of the average of the appraisals of two qualified real estate appraisers, one chosen by the First Party and the other chosen by the Second Party, the cost of which will be borne by the party choosing the appraiser. The purchase price will be paid within thirty (30) days after the parties agree upon the amount of the purchase

price or failing such agreement within thirty (30) days after the parties obtain the last of the two appraisals. If neither party wishes to purchase the other party's interest in the Matrimonial Home, it will be sold and the proceeds of the sale (after deducting financial encumbrances, real estate commissions and legal fees for the sale) will be divided equally between the parties. If the parties are unable to agree on the appraised value, the terms of the listing agreement, the terms of sale of the Matrimonial Home or any other matter in connection with the sale or transfer of the Matrimonial Home, either party may apply to a court of competent jurisdiction for the determination of the dispute.

**(f) Possession on Separation**

Each party will be equally entitled to possession of the Matrimonial Home until its sale or until one party purchases the other party's interest in accordance with this Agreement. If one or both of the parties wish to separate and the parties cannot agree to possession in the interim period before sale, either party may apply to a court of competent jurisdiction for determination of the dispute.

**9. MATRIMONIAL HOME FURNISHING**

All furniture, household effects and other chattels used in the Matrimonial Home during the marriage will be owned by the parties equally and jointly whether or not they were owned by one of the parties prior to marriage or purchased by either or both parties after the date of the marriage.

**10. PENSIONS**

Each party will share equally in the increase in value, above the value at the date of the marriage of the parties, of any of the registered retirement savings plans and pensions of the other party, regardless of the date of contribution or acquisition. If:

- (I) the separation of the parties occurs ;
- (II) a divorce is granted;
- (III) an order is made for judicial separation;
- (IV) a declaration of nullity of the marriage is made

the equal share in the increase of the value will be transferred to the registered retirement savings plans of the other party or, in the case of a pension, the owner party shall hold the other party's equal share in trust for him or her.

**11.**

This Agreement is signed on the date indicated below.

**FIRST PARTY**

\_\_\_\_\_ (signature)



\_\_\_\_\_  
Date:

**WITNESS 1**

\_\_\_\_\_ (signature)

Name:  
Date:

**SECOND PARTY**

\_\_\_\_\_ (signature)

\_\_\_\_\_  
Date:

**WITNESS 1**

**WITNESS 1**

\_\_\_\_\_ (signature)

Name:  
Date:

<https://www.wonder.legal/en-ca/creation-modele/marriage-agreement>