

ONTARIO PRENUPTIAL AGREEMENT

Location: _____ Parties Name: _____

Parties Information:

Party A Full Legal Name: _____

Date of Birth: _____

Address: _____

Occupation: _____

Party B Full Legal Name: _____

Date of Birth: _____

Address: _____

Occupation: _____

Recitals

WHEREAS the Parties contemplate legal marriage under Ontario law; and WHEREAS the Parties wish to establish their respective rights and obligations regarding property, support, and other matters in the event of separation, divorce, or death; and WHEREAS the Parties have made full and fair disclosure to each other of their respective assets, liabilities, and financial circumstances; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. Definitions

In this Agreement, unless the context requires otherwise: 'Agreement' means this Prenuptial Agreement; 'Property' means all real, personal, and intangible property owned by either Party, whether individually or jointly; 'Support' means spousal support or maintenance, whether periodic or lump sum.

2. Disclosure

Each Party represents and warrants that prior to execution of this Agreement they have made full, frank, and fair disclosure of all their assets, liabilities, income, and financial circumstances to the other Party.

3. Separate Property

Each Party's separate property, including property owned before the marriage and any property acquired by gift or inheritance during the marriage, shall remain the separate property of that Party, free from any claim by the other Party.

4. Matrimonial Property

Any property acquired jointly by the Parties during the marriage shall be considered matrimonial property and subject to equal division upon dissolution of the marriage unless otherwise agreed herein.

5. Debts

Each Party shall be responsible for their own debts incurred before and during the marriage unless otherwise agreed in writing. Neither Party shall be liable for the debts of the other.

6. Spousal Support

The Parties waive any claim for spousal support arising from the marriage, except as otherwise mutually agreed in

writing or as required by law upon dissolution.

7. Waiver of Claims

Each Party waives any claim to the other's estate or property upon death, except as otherwise provided by law or this Agreement.

8. Effective Date

This Agreement shall become effective immediately upon the marriage of the Parties.

9. Governing Law

This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

10. Independent Legal Advice

Each Party acknowledges having had the opportunity to obtain independent legal advice regarding the terms and implications of this Agreement prior to execution.

11. Entire Agreement

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings.

12. Amendments

No amendment or modification of this Agreement shall be effective unless made in writing and signed by both Parties.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue 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 and the same instrument.

15. No Duress or Undue Influence

Each Party affirms that this Agreement has been entered into freely, voluntarily, and without duress, coercion, or undue influence.

16. Legal Capacity

Each Party affirms they are of sound mind, legal age, and competent to enter into this Agreement.

17. Confidentiality

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

18. Costs

Each Party shall bear their own legal costs and expenses incurred in the negotiation and execution of this Agreement.

19. Dispute Resolution

Any dispute arising under this Agreement shall be resolved by negotiation between the Parties or, failing that, by mediation prior to any court proceedings.

20. Binding Effect

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

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

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