

CA-FAMwed01

## **Prenuptial agreement**







## 6. Arrangements for the Home

6.1. The arrangements in this paragraph shall be effective ■■■■■■■■■■ ■■■■■■■■ :

6.1.1 immediately;

6.1.2 [date] [provided the parties ■■■■■■■■■■];

6.1.3 the date when the parties buy ■■■■■■■■■■ ;

6.2. The parties agree that they shall or do hold the beneficial interest in the Home as tenants in common in equal shares and if the form of transfer of the Home to them already provides for ownership by them as beneficial joint tenants, then this agreement now serves as notice ■■■■■■■■■■ ■■■■■■■■■■ , ■■■■■■■■■■ ■■■■■■■■■■ .

OR

6.3. The parties agree that they shall hold the beneficial interest in the Home as tenants in common in the proportions in which they have contributed to the ■■■■■■■■■■ ■■■■■■■■■■ .

OR

6.4. If the Home is now owned exclusively by one of the parties, that one now declares that from today, he/she holds it on trust for both of us in equal shares and that each of the parties shall have all ■■■■■■■■■■ ■■■■■■■■■■ 50 % ■■■■■■■■■■ - ■■■■■■■■■■ . [ ■■■■■■■■■■ ■■■■■■■■■■ ] .

OR

6.5. [Enter name] is the sole beneficial owner of the Home and [name] will not acquire any ■■■■■■■■■■ ■■■■■■■■■■ .

## 7. Separate ownership of Property and Possessions

7.1. The Property of each party is listed and valued ■■■■■■■■■■ 1 ■■■■ ■ 2 .

7.2. The values given to each item of Property are approximate estimates made by the ■■■■■■■■■■ ■■■■■■■■■■ .



.....  
.....].

9.4. Personal property acquired jointly by both parties after the date of this  
..... .

## 10. Banking and cash arrangements

10.1. The parties will maintain a joint bank ("The Joint Account"). Each of the parties will pay into .....  
..... [ ..... ]  
..... [ ..... ]  
..... .

10.2. The money in the Joint Account shall belong to the .....  
.....  
..... .

10.3. Any money in any bank .....  
..... .

## 11. Living expenses

11.1. "Living expenses" means:

11.1.1 maintenance of .....  
..... ;

11.1.2 mortgage payments or rent;

11.1.3 other agreed joint financial obligations;

11.1.4 household insurance and maintenance;

11.1.5 utilities bills, including telephone and Internet;

11.1.6 municipal tax;

11.1.7 subscriptions and fees relating to television;

11.1.8 food, household goods;

11.1.9 joint holidays.





.....  
.....

13.2. The parties shall share legal .....  
.....

13.3. The parties agree that the Children shall .....  
..... [ ..... / ..... / ..... / ..... / ..... ] .....

OR

13.4. The parties agree that the Children shall be brought .....  
.....  
.....

13.5. Neither of the parties may take any Child out of Canada without the  
permission ....., .....  
.....  
.....  
.....

The following provisions apply specifically .....  
.....  
..... - ..... .

## 14. Each shall keep own Total Assets

Except as otherwise specified below, .....  
..... / .....

[Below is a .....  
.....].

## 15. Home

15.1. If, at the date of Separation, the Home is .....  
.....  
....., .....  
.....

15.2. Neither party shall claim to .....  
.....

OR





.....  
.....

## 17. Child support

- 17.1. [name 1] shall pay to [name 2] a monthly sum .....  
..... [ 25 %] ..... / .....  
..... \$ [ ..... ] .....
- 17.2. The cost of supporting the .....  
.....
- 17.3. The amount of money payable by .....  
.....  
.....
- 17.4. Child support payments shall be made .....  
..... [ 18 / 21 ] .....

## 18. Spousal support

In the ..... :

*All of this paragraph is a menu* .....  
..... , .....

- 18.1. The provisions in .....  
.....
- 18.2. *Neither party shall have any claim against the other* .....  
..... , ..... , .....  
..... , .....

*OR*

- 18.3. *The prospective Total Income of each party shall* .....  
..... , .....  
..... :
- 18.3.1 *the extent to which future income is secure;*
- 18.3.2 *how far the amount* .....  
..... ;



18.11. Spousal support payments shall cease ■■■■■■■■■■■■■■■■■■■■■■ [ 5 ] ■■■  
 ■■■■■■■■■■■■■■■■■■■■■■.

18.12. Spousal support payments shall be reduced on a graduated basis  
 starting [number] ■■■■■■■■■■■■■■■■■■■■■■. ■■■  
 ■■■■■■■■■■■■■■■■■■■■■■ [ 20 ] % ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■ [ ■■■■■ ] ■■■■■.

18.13. Spousal support payments shall not be ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■.

18.14. After seven years, ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■ [ ■■■■■ ] ■■■■■.

18.15. If at any time, the party paying support can ■■■■■■■■■■■■■■■■■■■■■■ / ■  
 ■■■■■■■■■■■■■■■■■■■■■■ [ 20 ] %, ■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■.

18.16. No payment out of Income shall be made by one party to the other ■■  
 ■■ [ ■■■■■ ] ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■.

## 19. Family Company of one party

19.1. ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■ [ 100 ] % ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■.

19.2. ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■ / ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■. ■■■■■, ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■.

19.3. ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■ :

19.3.1 [REDACTED]  
[REDACTED];

19.3.2 [REDACTED], [REDACTED]  
[REDACTED];

19.3.3 the net asset value of the company;

19.3.4 [REDACTED]  
[REDACTED].

[REDACTED]  
[REDACTED].

## 20. Family Company of both parties

[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].

20.1. [REDACTED]  
[REDACTED].

20.2. [REDACTED]  
[REDACTED].

20.3. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

20.4. [REDACTED]  
[REDACTED].

20.5. [REDACTED] [REDACTED] / [REDACTED], [REDACTED]  
[REDACTED] [REDACTED] / [REDACTED]  
[REDACTED], [REDACTED] [12] [REDACTED]  
[REDACTED] [REDACTED] / [REDACTED].

20.6. [REDACTED]: [REDACTED]  
[REDACTED].

## 21. Capital payment by one party to the other

21.1. [ ] ,

21.2. ,

21.3.

21.4.

21.5. [ 50 ] % ,

21.6. [ 50 ] % ,

21.7. [ ] :

Duration of marriage	% of difference to be transferred
Under five years	05
Five to ten years	10
Ten to fifteen years	15
Fifteen to twenty years	20
Over twenty years	25





.....  
.....

## 24. Miscellaneous matters

24.1. ....  
.....  
.....

24.2. ....  
.....

24.3. ....  
.....  
.

24.4. ....  
..... - ....., .....  
.....  
....., .....  
.....

24.5. ....  
.....  
.....

24.6. ....  
.....  
....., ....., .....  
....., .....  
.....  
.....  
.....  
.....  
....., .....  
.....  
.....

24.7. ....  
....., .....  
.....  
.....

24.8. ....  
....., .....  
.....

.....  
.....

24.9. ...., ..... [ ..... ]  
.....

## 25. Statement of understanding

....., [ ..... ] .....  
..... [ ..... ]  
.....

....., .....  
.....

Signed.....

....., [ ..... ] .....  
..... [ ..... ]  
.....

....., .....  
.....

Signed:

.....  
.....

Signed as a deed by [\[name\]](#)

Signature:

Witness:            Name:

Address:

Signed as a deed by [\[name\]](#)

Signature:

Witness:            Name:

Address:

## Schedule 1: List of assets of Mr [name]

## Schedule 2: List of assets of Ms [Name]



.....  
.....

Finally, do check carefully the remaining .....

**3. Witnesses, duress and challenges**

Most pre-nuptial agreements are carried out exactly as intended. Only a tiny minority challenge an agreement. You need legal .....

**4. If you should die**

On death, the panoply of law takes over. Representatives and trustees will be appointed and assets will be distributed according to the law, not according to this document. It is therefore most important that the parties use this occasion to make a will, .....

**5. Openness is critical**

We cannot over emphasize the importance of openness in setting out assets at this time - right now. At divorce, any judge will take the view that the paying party is likely to have failed .....

## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

**1. Definitions**

Change any definition if you wish. It is best to complete your agreement then to return to the beginning and check carefully to be sure that each defined .....

**2. Interpretation and basis of agreement**

Consider the first sub-paragraph carefully. It means that if you want to claim in court, you have to be able to say the marriage is at an end. It also means that if the marriage does end. You cannot bring up dead .....

**3. Effective date**

We strongly advise you not to change .....







....., .....  
..... 18 .....

**16. Parenting arrangements after Separation**

More important points. Choose from this .....  
.....

You will probably agree that if any problem were to arise, the local authority and the court will be interfering in your children's lives before you can say "Net Lawman". It is therefore very much in .....  
.....  
....., .....  
.....  
.....

**17. Child support**

This is a provision the court will look .....  
.....  
.....  
.....

**18. Spousal support**

The word "support" has connotations of court and .....  
.....  
.....  
.....

We hesitated to include this provision because it is now unusual for the appropriate order .....  
.....  
.....  
.....

Most divorce settlements now provide for a capital sum to replace an entitlement to support. A .....  
..... " ..... ?" .....  
.....  
.....  
.....

Other problems to discuss are: what happens to the income of the mother .....  
..... ? .....  
.....



.....  
.....

**22. Confidential information**

A confidentiality provision is rare in a family law document. .... , .....  
.....  
.....  
.....

**23. Death of a party**

In any event, either .....  
.....  
.....

This paragraph is a series of .....  
..... - .....  
.....

**24. Miscellaneous matters**

A number of .....  
.....

Some are relevant to particular paragraphs in ..... , .....  
.....  
.....

These are just as valid in .....  
..... , .....  
.....

**Dispute resolution**

There are many ways to settle a dispute. But an action in court is the least  
desirable because it takes a long time .....  
.....  
.....  
.....  
..... “  
.....”  
.....  
.....

**25. Statement of understanding**

