**FINANCIAL AGREEMENT**

**This Financial Agreement** is made on this \_\_\_ day of \_\_\_\_\_\_\_***, 20\_\_***.

**1. PARTIES**

This Agreement is made between:

**Party A:**
Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Party B:**
Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Collectively referred to as “the Parties.”)

**2. PURPOSE OF THIS AGREEMENT**

The Parties are currently (tick one):
☐ Planning to marry or cohabit  ☐ In a de facto relationship  ☐ Married

The purpose of this Financial Agreement (“Agreement”) is to set out the Parties’ mutual understanding regarding the ownership, division, and management of their assets, liabilities, income, and financial resources, both during their relationship and in the event of separation, divorce, or the end of their relationship.

This Agreement is intended to create clarity and avoid disputes or court proceedings concerning financial matters.

**3. DEFINITIONS**

For the purpose of this Agreement:

* **Assets** include all real and personal property, financial accounts, investments, vehicles, business interests, and any other tangible or intangible property.
* **Liabilities** include all debts, loans, mortgages, credit card balances, and other financial obligations.
* **Separate Property** refers to property owned by either Party prior to this Agreement or acquired individually thereafter.
* **Joint Property** refers to property acquired jointly by both Parties during their relationship.

**4. DISCLOSURE**

Each Party warrants that they have made full and frank disclosure of all their current assets, liabilities, income, and financial resources prior to signing this Agreement. A schedule of each Party’s financial disclosure is attached as **Schedule A** and **Schedule B**.

**5. OWNERSHIP AND DIVISION OF PROPERTY**

**(a) Separate Property**

Each Party shall retain sole ownership, control, and benefit of their respective Separate Property, free from any claim by the other Party.

**(b) Joint Property**

Any property acquired jointly by the Parties during the relationship shall be divided equally (50/50), unless otherwise agreed in writing.

**(c) Future Acquisitions**

Any future property acquired by a Party individually will be considered that Party’s Separate Property unless it is specifically purchased jointly or designated as Joint Property.

**6. LIABILITIES**

Each Party shall be solely responsible for their own individual debts and liabilities incurred before or during the relationship, unless the debt was jointly undertaken.
Joint debts will be shared equally unless the Parties otherwise agree in writing.

**7. INCOME AND EXPENSES**

The Parties agree that each will manage their income and expenses as follows:
☐ Maintain separate accounts
☐ Maintain joint accounts
☐ Combination of both (specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Each Party will contribute to joint living expenses in the following manner:
☐ Equally
☐ In proportion to income
☐ Other (specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**8. SPOUSAL MAINTENANCE**

In the event of separation, the Parties agree that:
☐ Neither Party shall be entitled to claim spousal maintenance from the other.
☐ Party A shall pay maintenance to Party B as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
☐ Party B shall pay maintenance to Party A as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Complete only if applicable.)

**9. TERMINATION OF RELATIONSHIP**

If the Parties’ relationship ends (through separation, divorce, or otherwise), this Agreement will determine the division of assets, liabilities, and financial resources as set out herein.
Both Parties agree to comply with the terms of this Agreement without resorting to court proceedings, except for enforcement purposes.

**10. AMENDMENTS**

This Agreement may only be amended or revoked by a further written agreement signed by both Parties and witnessed by independent legal representatives.

**11. INDEPENDENT LEGAL ADVICE**

Each Party acknowledges that:

1. They have had the opportunity to obtain independent legal advice regarding the terms and effect of this Agreement;
2. They fully understand the legal consequences of entering into this Agreement; and
3. They are entering into this Agreement freely and voluntarily.

(Attach signed statements from legal advisers as **Schedule C** and **Schedule D**, if applicable.)

**12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert jurisdiction).

**13. ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties concerning financial matters and supersedes any prior agreements or understandings (oral or written).

**14. SEVERABILITY**

If any clause or part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

**15. EXECUTION**

**Signed by Party A:**
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness (Party A):**
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed by Party B:**
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness (Party B):**
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULES**

* **Schedule A:** Party A’s Statement of Assets and Liabilities
* **Schedule B:** Party B’s Statement of Assets and Liabilities
* **Schedule C:** Legal Advice Certificate – Party A
* **Schedule D:** Legal Advice Certificate – Party B