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Next

SAMPLE MARITAL SETTLEMENT AGREEMENT PROVISIONS

(date)

This Agreement is between _____, husband, hereinafter " _____ ",
and _____, wife, hereinafter " _____ ".

RECITALS:

1. The parties to this Agreement were duly married on _____, 19____, in _____, and have ever since been and are now husband and wife.
2. The parties' only children, living or deceased, are: _____, born _____; and _____, born _____. _____ is not now pregnant.
- 2a. No children have been born to the parties and none are expected.
3. Irreconcilable differences between the parties have caused the irremediable breakdown of their marriage and they separated on or about _____, 19____.
4. _____ has filed a domestic relations suit in the _____ County, Oregon, Circuit Court, Case No. _____, which suit is now pending.
- 4a. The parties, or one of them, anticipate soon filing a domestic relations suit in the _____ County, Oregon, Circuit Court.
5. The parties desire by this Agreement to voluntarily and equitably settle all of the issues between them, including all parenting arrangements, child and spousal support, property division, responsibility for debts and attorney fees and costs.

(for your consideration as examples of possible personal recital statements - not required)

6. In coming to this Agreement, _____ and _____ desire first and foremost to express their love and affection for _____. The parties recognize and here state that their children had nothing to do with their decision to terminate their marriage. Through the making of this Agreement, the parties hope to avoid any unnecessary hardship to _____. In here providing for the future parenting of _____, the parties have the best interests of their children in mind.
7. In coming to this Agreement, _____ and _____ also desire to state that neither of them blames the other for the failure of their marriage through any

Marital Settlement Agreement - 1

MARRIAGE CONTRACT

An Agreement in the making of a Marriage

This agreement made on the _____ day of _____ in the year ____ CE;
corresponding to the _____ day of _____ in the year ____ AH;
Between _____ (the 'Bride') and

I. BRIDE

Full Name: _____
 Father's Name: _____
 Mother's Name: _____
 Date and Place of Birth: _____
 Marital Status: never married / divorced / widowed
 Address _____

II. BRIDEGROOM

Full Name: _____
 Father's Name: _____
 Mother's Name: _____
 Date and Place of Birth: _____
 Marital Status: never married / divorced / widowed / married
 Address _____

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made as of the 10th day of July, 2009 between RICHARDSON & PATEL LLP ("RP"), on the one hand, and SMART-TEK SOLUTIONS, INC. ("Smart-Tek"), on the other hand, each of whom may hereafter be referred to as the "Parties."

RECITALS

- A. On or about September 5, 2008, Smart-Tek commenced an arbitration proceeding against RP with the Los Angeles County Bar Association disputing outstanding and unpaid legal fees of RP in the amount of \$263,371.29 (the "Arbitration").
- B. RP claims Smart-Tek owes RP \$307,257.22 as of May 31, 2009 for legal services rendered, costs advanced, and accrued interest, plus additional interest since that date and collection fees and costs (the "Debt");
- C. RP and Smart-Tek have agreed to a payment schedule in full settlement of the Debt;
- D. The parties wish to compromise and forever settle the Debt and any and all claims between them, and dismiss the Arbitration, pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual promises, covenants and conditions herein contained, the Parties agree as follows:

1. **Settlement Payments:** Smart-Tek shall make payments of US\$10,000 per month to RP until payments in the aggregate of US\$200,000.00 have been paid to RP. The first payment shall be due and delivered to RP no later than August 1, 2009. Each subsequent payment shall be due and delivered to RP no later than the 1st of each month thereafter. If the payment due date shall fall on a weekend, the payment shall be delivered the next business day. All payments shall be made payable to Richardson & Patel LLP and delivered to Richardson & Patel LLP, Attn. Addison Adams, Esq., 10900 Wilshire Blvd., Suite 500, Los Angeles, California 90012. Each payment shall not be credited to Smart-Tek and shall not be deemed paid as of the date received by RP unless the check provided by Smart-Tek clears the bank upon which it is written.
2. **Early Payoff:** Smart-Tek shall have the right, but not the obligation, to pay an aggregate of \$150,000 in full satisfaction of the settlement payments set forth in paragraph 1 on the condition that the full \$150,000 sum is paid in good funds and delivered to RP on or before November 1, 2009.

MARRIAGE CONTRACT
 An Agreement in the making of a Marriage
 In the name of Allah, the Most Gracious, the Most Merciful
 O Allah, send Your blessings upon Muhammad and his progeny
 Had getting into a state of legal marriage with this wedding contract
 as that you may find tranquility in them, and the glad tidings you love and
 happiness, in that we sign for greater sake than "The Quran" 30:21

This agreement made on the _____ day of _____ in the year _____ CE,
 corresponding to the _____ day of _____ in the year _____ AH,
 Between: _____ (the Bride) and
 _____ (the Groom), all as specified outlined below.

I. BRIDE
 Full Name: _____
 Father's Name: _____
 Mother's Name: _____
 Date and Place of Birth: _____
 Marital Status: _____
 Address: _____
 Nationality: _____

II. BRIDEGROOM
 Full Name: _____
 Father's Name: _____
 Mother's Name: _____
 Date and Place of Birth: _____
 Marital Status: _____
 Address: _____
 Nationality: _____

In the Name of Allah the Most Gracious the Most Merciful
 "And of His signs is that He created for you spouses from among yourselves that you may find comfort with them and He put love and mercy between you"

بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ
 "وَمِنْ اٰیٰتِہٖ اَنْ یَّخْلُقَ لَکُمْ مِنْ اَنْفُسِکُمْ زَوْجًا وَیَجْعَلَ بَیْنَکُمْ مَوَدَّةً وَرَحْمَةً"

Islamic Marriage Certificate/Contract

On this day of _____, 20____ corresponding to _____, 14____, I, _____ have officiated this marriage certificate of the following couple in accordance with the Islamic Shari'ah (law), in the city of _____, the state of _____.

Bride groom:
 I, _____, solemnly propose to marry Miss _____, and take her as my wife in accordance with the Guidance of the Qur'an (the Book of God) the Sunnah (Tradition) of the Prophet Muhammad, pbuh. I have given her as paid part of the Mahr (Sadaq) the amount of _____, and I agree to pay the deferred part of the Mahr, the amount of _____, in the future.

Bride:
 I, _____, accept your solemn proposal to take me as your wife in accordance with the Qur'an and the Sunnah of the Prophet Muhammad, pbuh. I accept a paid part of the Mahr the amount of _____ and a deferred part of the Mahr the amount of _____.

Bride's Wali (Optional):
 I, _____, the Wali of the Bride being her _____, accept the solemn proposal of Mr. _____ to marry my _____ in accordance with the Qur'an and the Sunnah of the Prophet Muhammad, pbuh. I accept a paid part of the Mahr the amount of _____ and a deferred part of the Mahr the amount of _____.

- Declarations:**
- 1) We make this declaration before the present witnesses, praying to Almighty Allah to be our Witness. Allah is the Best of all witnesses.
 - 2) We also declare here that while our marriage is performed according to the Islamic Law, the attached Marriage Contract/Prenuptial Agreement dated _____, 20____, makes an inseparable and integral part of this our marriage contract.
 - 3) We declare that we wish our children be raised as Muslims under any and all circumstances, events and incidences.

NAME	ADDRESS	SIGNATURE
Groom:	_____	_____
Bride:	_____	_____
Wali:	_____	_____
Witness:	_____	_____
Witness:	_____	_____

City of _____ State of _____ Date _____

Signature of Marriage Official: _____

Nancy Kurn is the former Director of Educational Services for the Institute for Divorce Financial Analysts™ (IDFA™) - the premier national organization dedicated to the certification, education, and promotion of the use of financial professionals in the divorce arena. Canadian Marriage Contracts By Michael G. By Nancy Kurn, CPA, CDFA® ,JD, MBA A prenuptial agreement is a contract that two parties enter into in contemplation of marriage. In some states, \$200,000 would be considered Joe's separate property and \$300,000 would be considered a marital asset to be divided between Joe and Barb. It can also address what assets remain the separate assets of each spouse and what happens to the appreciation in value of the separate assets. Marriage contracts and cohabitation agreements can also establish some rules and regulations for how the couple manage their day-to-day marriage, not just their separation. By proving the other party did not fully disclose their assets. They are particularly useful in second marriages, where one or both spouses have children from a previous marriage. In order to have a properly drafted and executed agreement, you must follow four simple rules: the agreement must be in writing; it must be signed by both parties; the signatures must be witnessed; there must be full disclosure and honesty in the negotiations leading up to signing of the contract. To avoid the argument that the agreement was signed under duress, it should be signed long before the wedding takes place. Cochrane is a Partner at Ricketts, Harris LLP and has practiced law in both the public and the private sectors for 28 years. In 2003, it had gross sales of approximately \$750,000 with profits of approximately \$300,000 (including Sarah's compensation). Carol is a widow with three daughters. She is about to marry Brad. Do not try to prepare one yourselves! Steven Spielberg and Amy Irving allegedly drafted their prenuptial agreement on the back of a napkin; the court did not recognize it as a valid contract, and it has been reported that Irving received over \$100 million in assets after their four-year marriage ended. In addition to addressing how the assets will be divided, it is also important to decide how debts, particularly those acquired before the marriage, will be divided. By proving that the agreement is now unconscionable based on today's circumstances. In many states, the appreciation in value of a separate asset during the marriage is a marital asset. A cohabitation agreement is essentially the same thing as a marriage contract, but it's designed for people who intend to live together - or who are already living together - who wish to set out some rules to govern any separation that they may experience. These provisions are best left out of the agreement, because a judge has no mechanism to enforce them. In some states, postnuptial agreements are not valid if either spouse is contemplating divorce or separation. Cochrane, LL.B. A marriage contract is an agreement signed before or after a wedding that provides a private and custom-made set of rules for dividing the couple's property should they separate and divorce or die. The parties can negotiate the terms of the agreement; instead of having a third party (a judge) and state and provincial laws decide how to divide the couple's assets. A judge could deem the agreement void based on typical contractual theories such as fraud, misrepresentation, duress or coercion. In addition, you have to be very careful with these provisions, because if they are too unusual, the entire agreement may be deemed invalid by a judge. In equitable-distribution states, any assets acquired during the marriage are divided between the spouses in a fair and equitable manner. A marriage contract allows couples to opt out of provincial law with respect to property. First, a brief overview of U.S. law. Sarah must hire an expert to perform a business valuation; better still, she and Brad could jointly decide on the expert that will perform the valuation, or each of them could hire their own expert and then average the two valuations. Otherwise, one spouse is giving up rights to assets that he or she knows nothing about. A cohabitation agreement is automatically converted into a binding marriage contract if the couple gets married. Some of these benefits include: The certainty it provides as to what happens in the event of a divorce or the death of either spouse. It can be challenged on any other typical contractual theory such as fraud, misrepresentation, or coercion. If the groom takes the agreement to the bride the night before their wedding, then she could certainly argue that she signed the agreement under duress, or that she was coerced into signing it. In community-property states (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin), any assets that are acquired during the marriage are marital assets and divided equally between the spouses upon divorce. In both the U.S. and Canada, any agreement regarding child custody or visitation in a prenuptial agreement is invalid. This will be the first marriage for both of them, and neither of them have children. The costs could result in everyone getting significantly less. It is prepared, in theory, when there is harmony instead of at a point when the relationship is very contentious. By proving that the agreement was unconscionable when it was signed, Barb has a home worth \$250,000. Some couples also cover issues that arise during the marriage, such as their children's religious upbringing, how household duties will be divided, how finances will be handled, and sometimes even how often the couple will have sex. For example: Mike and Carol purchased a new home with the proceeds from the sale of Mike's previous home. A prenuptial agreement can be successfully challenged in the following ways: If it has not been signed. Anything limiting child support to less than statutory amounts cannot be enforced. If Sarah wants to protect her business and its future growth, then she should have Brad sign a prenuptial agreement. Mike and Carol are contemplating hiring attorneys to prepare a prenuptial agreement to ensure that the assets they received from their deceased spouses will go to their respective children. If this is done, then Brad would have a difficult time challenging the value of the business. In Canada, any provision in the prenuptial agreement regarding the right to live in the matrimonial home, or the right to sell or transfer the matrimonial home, will be invalid. Generally, this alone will not be sufficient to invalidate the agreement. The income has steadily increased at about 20% annually. Case Study: Sarah and Brad Sarah has a technology business that she thinks is worth approximately \$1,000,000. The spouses can agree not to contest any estate-planning documents prepared by the other spouse and to give up certain statutory rights upon the death of one spouse. Brad's net worth is approximately \$50,000 and his annual income is approximately \$40,000 and increases at about 3% per year. Challenging a Prenuptial Agreement If you're going to have a prenuptial agreement, you should each hire a lawyer to ensure that it is valid and will hold up in court. For example: Joe has an IRA worth \$200,000 at the time he marries Barb. Benefits Prenuptial agreements are not just for the wealthy. He can purchase insurance, naming his sons as beneficiaries, to replace the proceeds from the sale of his previous home. The author of For Better or For Worse: The Canadian Guide to Marriage Contracts and Cohabitation Agreements (John Wiley & Sons), Mr. Cochrane can be reached at 416-364-6211. Some states do not allow prenuptial agreements to limit or eliminate spousal support. Canadian law also recognizes cohabitation agreements for couples of the same or opposite sex that currently, or intend to, live together. Each party should be represented by his or her own lawyer. Most states require the prenuptial agreement to be signed by the party to be charged with the agreement. If one spouse is left destitute, the court may decide that the agreement is not valid, because it is unconscionable. In Canada, spousal support provisions are valid. By proving that you were not represented by independent counsel. They were considered against public policy because it was thought that they encouraged divorce and allowed the husband to thwart his legal obligation to support his wife. Michael G. Child support cannot be limited pursuant to a prenuptial agreement. For example, contractually encouraging someone to divorce would be against public policy and invalidate the agreement. Mike wants Carol to have the home upon his death. Joe moves in after they marry, and they use the home as their marital home. Additional Issues to Consider Each spouse should draft their estate plans so that they conform to the terms in the prenuptial agreement. In fact, a marriage contract can overlap in many of its functions with a Will. A prenuptial agreement has several limitations; some are unique to prenuptial agreements: The parties must fully disclose their assets to the other party. A marriage contract, if drafted and signed properly, is legally binding. Limitations Generally, two parties can agree to anything that does not violate any law or oppose public policy (interest). A unique circumstance with the prenuptial agreement is the timing of the signing of the agreement. Generally, a prenuptial agreement sets forth how the marital assets will be divided in the event of divorce or either spouse's death. It can also be referred to as a "premarital agreement," "antenuptial agreement," or simply a "prenup"; in Canada, it is called a "marriage contract." (For more information, see "Canadian Marriage Contracts" at the bottom of this page.) In most states, until the 1980s, prenuptial agreements were deemed against public policy and not valid to the extent they pertained to divorce or separation. The court is very likely to decide that Barb made a gift to the family, classify Barb's home as a marital asset, and split the entire asset. In some states, child-support provisions will be upheld as long as the support is not less than the statutory guidelines. Prior to that time, they were valid to the extent that they pertained to the death of one spouse. The prenuptial agreement cannot be unconscionable. In every Canadian province, marriage creates an economic partnership, the fruits of which will be divided between the husband and the wife should they decide to separate and divorce - unless a couple agrees otherwise in a marriage contract. In addition, the agreement may be deemed invalid if the spousal support is very high, because the agreement then encourages divorce and is against public policy. If Joe and Barb created a prenuptial agreement, they could have agreed that Joe's IRA - including any appreciation during the marriage - would have remained his separate property and that Barb's home - including any appreciation - would have remained her separate property. Although there are limitations in many areas, prenuptial agreements may also cover issues of spousal and child support. Should Sarah have Brad sign a prenuptial agreement to protect her business? A postnuptial agreement (called a "marriage contract" in Canada) is similar to a prenuptial agreement except that it is entered into after the parties have married. Prenuptial agreements can be amended or revoked at any time. Without a prenup in place, if Brad sometimes helped Sarah with the business, then a judge may find that the business is a marital asset and split the business. When they divorce, six years later, the IRA is worth \$500,000. You may also want to consider using life insurance to replace assets that go to either your children or your spouse. Protecting children from a prior marriage. Mike and Carol are going to be married. The agreement can be challenged based on duress, due to the timing of the signing. Mike is a widower and has three sons. When they divorce, the home is worth \$400,000. Otherwise, any future increase in the value of the business during the marriage would likely be split between both parties. Child support is governed by state guidelines in all 50 states. You do not want to force your children and surviving spouse to get involved in litigation involving your estate. Both of them have assets that they are bringing to the marriage, including the death benefits they received upon the death of their first spouses. Some would argue at least 30 days and others recommend before the wedding invitations are sent to the guests. In other states and in Canada, provisions regarding child support are invalid. They can also agree to file joint or individual tax returns during the marriage. A prenuptial agreement has numerous benefits. Some couples add a sunset provision terminating the agreement after a certain period of time, such as ten years.

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