RECONCILIATION POSTNUPTIAL AGREEMENT

This Reconciliation Postnuptial Agreement (this "Agreement") is entered into and made effective as of [DATE] (the "Effective Date"), by and between **[SPOUSE 1 NAME]**, of [SPOUSE 1 ADDRESS] ("Spouse 1"), and **[SPOUSE 2 NAME]**, of [SPOUSE 2 ADDRESS] ("Spouse 2"). Spouse 1 and Spouse 2 are each a "Party" and together the "Parties" and "Spouses."

Recitals

A. Marriage. The Parties were lawfully married on [DATE] in [COUNTY AND STATE WHERE MARRIAGE WAS], and remain lawfully married as of the Effective Date. The Parties are not legally separated, and no petition for dissolution, annulment, or legal separation has been filed by either Party.

B. Marital strain and reconciliation. The Parties acknowledge that their marriage has recently experienced a period of strain. The Parties have jointly determined to continue the marriage and to rebuild mutual financial clarity and trust. The specific circumstances giving rise to this Agreement are: [DESCRIBE THE BUSINESS PURPOSE OF THIS]

C. No threat of divorce. Each Party expressly represents that the other Party has **not** threatened divorce, separation, or withdrawal of marital support as a precondition of signing this Agreement. This Agreement is entered into in furtherance of reconciliation and not as an alternative to, or in anticipation of, dissolution.

E. Consideration. In consideration of the mutual promises, covenants, and waivers contained in this Agreement, the Parties' mutual commitment to reconcile and continue the marriage, and the independent consideration described below, the receipt and sufficiency of which are acknowledged, the Parties agree as set forth below.

F. Independent consideration. Beyond the mutual promises contained in this Agreement, and beyond the continuation of the marriage and resumption of marital relations, the following independent consideration is provided: [INDEPENDENT CONSIDERATION BEYOND THE PROMISE TO]. The Parties expressly acknowledge that the continuation of the marriage and the resumption of marital relations are **not** the sole consideration for this Agreement, and that the foregoing independent consideration is bargained-for value supporting enforceability.

1. Voluntariness and Heightened Reconciliation Safeguards

Each Party represents, warrants, and acknowledges that:

1. The Party is of lawful age, of sound mind, and competent to contract;

2. The Party enters into this Agreement freely, voluntarily, and without coercion, duress, fraud, undue influence, or misrepresentation;
3. **Neither Party has threatened divorce, separation, or withdrawal of marital support as a precondition of signing this Agreement. Neither Party has signed this Agreement under fear of losing the marriage.**
4. The Party has had a reasonable period of 14th (14) days between the delivery of the final draft and the signing of this Agreement to review its terms;
5. The Party has had the opportunity to seek independent legal counsel and has either retained such counsel or knowingly waived that right as reflected in Section 11;
6. The Party has full knowledge of the other Party's financial position, as set forth in **Exhibit A** (Spouse 1) and **Exhibit B** (Spouse 2);
7. The Party understands that, because this Agreement is entered into during a period of marital strain, courts apply heightened scrutiny to reconciliation postnuptial agreements, and the Party affirms that each safeguard set forth in this Section is satisfied; and
8. The Party understands that, absent this Agreement, state law would govern classification and distribution of property, debts, spousal support, and estate rights, and knowingly modifies those defaults as set forth herein.

Reconciliation-specific acknowledgment. The Parties specifically confirm: (a) this Agreement is supported by independent consideration beyond the promise to remain married; (b) neither Party has been threatened with divorce as a precondition of signing; (c) each Party has had an opportunity to seek independent legal counsel; (d) each Party enters into this Agreement freely and voluntarily; and (e) the purpose of this Agreement is to rebuild financial clarity and mutual confidence, not to position either Party for dissolution.

2. Fiduciary Duty

The Parties acknowledge that, as Spouses, they owe each other fiduciary duties of good faith, fair dealing, and full disclosure. Each Party affirms full and fair disclosure of all assets, debts, and income, and no concealment or misrepresentation of any material fact.

3. Full Financial Disclosure

Each Party has delivered to the other a full and fair disclosure of all assets, debts, and income as of the Effective Date, in **Exhibit A** (Spouse 1) and **Exhibit B** (Spouse 2). Each Party warrants the accuracy and completeness of their schedule and acknowledges that material concealment is grounds for voiding this Agreement.

Reconciliation Postnuptial Agreement (Template) | SAMPLE

4. Property Classification

Separate property of Spouse 1: [SPOUSE 1 SEPARATE PROPERTY EXHIBIT A] (fully scheduled in Exhibit A).

Separate property of Spouse 2: [SPOUSE 2 SEPARATE PROPERTY EXHIBIT B] (fully scheduled in Exhibit B).

Commingling. Commingled property retains its separate character to the extent traceable. The Party asserting separate character bears the burden of tracing.

5. Marital Residence

The marital residence is jointly owned. Costs shall be shared equally during the marriage; upon dissolution, proceeds shall be divided equally or one Party may buy out the other at appraised fair market value.

6. Debts

Pre-marital debts and individually incurred debts remain with the incurring Spouse. Joint debts shall be shared equally.

7. Spousal Support

The Parties preserve all rights to spousal support under the laws of OR.

Hardship review. If enforcement of the support provision would leave either Party on public assistance or below minimum subsistence, the Parties shall negotiate in good faith to modify this provision to the minimum extent necessary.

8. Estate and Inheritance Rights

Each Party retains all rights of election, homestead, dower, curtesy, and intestate succession as provided by applicable law.

9. ERISA and Retirement Plan Notice

Waivers of interests in qualified retirement plans are governed by ERISA, 29 U.S.C. §1001 *et seq.*, which generally requires a separate plan-administrator-approved spousal consent. **This Agreement alone may not suffice.** The Parties shall execute any separate ERISA-compliant consents necessary to effectuate this Agreement.

Reconciliation Postnuptial Agreement (Oregon) - SAMPLE

10. State-Specific Provisions

11. Independent Legal Counsel

Each Party has been represented: Spouse 1 by **[SPOUSE 1 S ATTORNEY NAME AND]** and Spouse 2 by **[SPOUSE 2 S ATTORNEY NAME AND]**. Each counsel shall sign the attached Certificate of Independent Legal Advice.

12. Amendment and Revocation

Amendment or revocation requires a writing signed by both Parties with the same formalities as this Agreement. No oral modification is effective. Joint tax filings or course of dealing do not modify this Agreement.

13. Tax Filing

Joint returns may, but need not, be filed. A joint return shall not create any marital or community-property interest contrary to this Agreement.

14. Dispute Resolution

Mediation, then arbitration. Sixty (60) days of mediation, then binding AAA arbitration in [VENUE CITY], OR.

15. General Provisions

Governing Law. Laws of the State of OR govern.

Severability. Invalid provisions shall be modified to the minimum extent necessary; remainder remains in force.

Entire Agreement. This Agreement with its exhibits is the entire agreement.

Binding Effect. Binds heirs, executors, administrators, and permitted successors.

Counterparts; Electronic Signatures. Valid in counterparts; electronic signatures under ESIGN and state law.

No Incentive to Divorce. No provision creates a financial incentive for divorce.

Reconciliation Postnuptial Agreement (Document Set) • SAMPLE

Signatures

Spouse 1

_____
PRINTED NAME

_____
SIGNATURE

_____
DATE

Spouse 2

_____
PRINTED NAME

_____
SIGNATURE

_____
DATE

Certificate of Independent Legal Advice — Spouse 1

I, **[SPOUSE 1 S ATTORNEY NAME AND]**, certify that I have advised **[SPOUSE 1 NAME]** independently, explained this Agreement, and observed voluntary execution.

Attorney signature: _____ Date: _____

Certificate of Independent Legal Advice — Spouse 2

I, **[SPOUSE 2 S ATTORNEY NAME AND]**, certify that I have advised **[SPOUSE 2 NAME]** independently, explained this Agreement, and observed voluntary execution.

Attorney signature: _____ Date: _____

Exhibit A — Financial Schedule of Spouse 1

[SPOUSE 1 NAME] — as of [DATE]:

- Real estate: _____
- Vehicles: _____
- Household goods: _____
- Business interests: _____
- Securities: _____
- Bank accounts: _____
- Retirement accounts: _____
- Life insurance cash value: _____
- Receivables: _____

Reconciliation Postnuptial Agreement (Common Law) • SAMPLE

- Total assets: _____
- Total liabilities: _____
- Net worth: _____
- Annual income: _____

Disclosing Party: _____ Date: _____ Receiving Party: _____ Date: _____

Exhibit B — Financial Schedule of Spouse 2

[SPOUSE 2 NAME] — as of [DATE]:

- Real estate: _____
- Vehicles: _____
- Household goods: _____
- Business interests: _____
- Securities: _____
- Bank accounts: _____
- Retirement accounts: _____
- Life insurance cash value: _____
- Receivables: _____
- Total assets: _____
- Total liabilities: _____
- Net worth: _____
- Annual income: _____

Disclosing Party: _____ Date: _____ Receiving Party: _____ Date: _____

Reconciliation Postnuptial Agreement (Document #38) • SAMPLE