

MARITAL PROPERTY AGREEMENT ORGANIZER

Client _____ File # _____ Spouse Name _____

INSTRUCTIONS: *It sometimes occurs that a couple, either BEFORE they marry or AFTER they have been married for some time, may desire to set forth in writing their respective rights to each of their separate incomes and/or their property, to define what is separate property and what is to be considered community property, and to fix responsibility for debts incurred by each spouse prior to their marriage. California law allows this division so long as certain formalities are observed, and full disclosure of assets and liabilities is made. This organizer is to help you compile all the information needed to complete such an agreement.*

- _____ 1. Full legal name and address of husband & wife (to be).
- _____ 2. List of all "separate" property owned by the husband. (*Wherever a listing of property is asked for, please provide all the information asked for here.*) (a) Provide your best estimate of its value. If it's real property, the exact address and the nature of the interest (owned 100%, or 50% tenants in common, or ?). (b) If it's personal property, list where it's located, account numbers and the name in which it's held. (c) If the property was NOT acquired before marriage, indicate why you believe the property is not community property.
- _____ 3. List of all "separate" property owned by the wife using the formula in Paragraph #2 above..
- _____ 4. List any property to be designated community property.
- _____ 5. If any separate assets are to be designated community property, please identify them.
- _____ 6. Is property acquired during marriage by inheritance or gift to be considered separate?
- _____ 7. Are the earnings of each to be considered separate property, either in part or in full?
(**CAUTION:** *Both parents have full financial and legal responsibility for all of their children, and this responsibility cannot be waived by contract.*)
- _____ 8. Shall jointly acquired property (*i.e. purchase of residence, rental property, automobiles, etc*) be designated the separate property of either party?
- _____ 9. Shall recoveries of damages to separate property also be separate property?
- _____ 10. If either party contributes to the purchase (or in any other way) of the other's separate property, shall that party be entitled to reimbursement for those contributions?
- _____ 11. If either party contributes to the purchase (or in any other way) of community property from that party's separate property, shall that party be entitled to reimbursement?
- _____ 12. List all of husband's separate debts incurred prior to or during the marriage. Name & address of creditor, account number, amount owed, nature of debt, when incurred.
- _____ 13. List all of wife's separate debts using the same formula as Paragraph #12 above.
- _____ 14. Shall the community property of the parties have the right to reimbursement for debts incurred prior to the marriage?
- _____ 15. List all of the debts incurred jointly by the parties either before or after the marriage.
- _____ 16. Shall the separate property of the parties be liable for jointly incurred debts?
- _____ 17. Shall the parties have the right to make gifts of their separate property without consulting the other party? (**CAUTION:** *The liability of separate property for jointly incurred debts is a matter between the parties, and creditors are not bound by such agreements.*)
- _____ 18. Shall the parties be required to file joint tax returns? If a joint tax return is filed, shall the separate property of each spouse be liable for tax liability generated by that property?
- _____ 19. Is this agreement to terminate after a stated time period, or after certain events happen?
- _____ 20. Are there any other agreements between the parties and others which should be incorporated?
Additional documents: _____
- _____ 21. What is the name of the lawyer who will review this agreement for the other party?