

MATRIMONIAL PROPERTY CONTRACT

THIS AGREEMENT made effective this _____ day of _____, _____.

BETWEEN:

WIFE
("Wife")

OF THE FIRST PART

- and -

HUSBAND
("Husband")

OF THE SECOND PART

RECITALS:

- A. The parties were married at _____.
- B. The parties separated on or about _____.
- C. The parties reconciled on or about _____, and are living harmoniously together as of the date of execution of this Property Contract.
- D. It is the intention of the parties to make a full complete and effective settlement of all their property, and that Part ___ of the *Matrimonial Property Act* shall NOT apply to the marriage, and that this Contract shall be the sole determinant of the divisions of the property now owned, used, or enjoyed by either or both of them and the property that they shall hereafter acquire and own, use or enjoy in the future, either separately or together.
- E. Each party is sufficiently advised and informed by the other party of the assets, debts, income, expenses, property, estate and prospects (collectively the "Affairs") of the other party, and each party has been fully advised and informed by their respective lawyers of his or her respective rights and liabilities against and to the other and to and in the Affairs of the other.
- F. Each party has each retained their own lawyer, and has received independent legal advice about the terms of this Contract.
- G. Each party has been fully advised by his/her lawyer of his/her legal rights under:
 - (i) the *Divorce Act*; and
 - (ii) the *Matrimonial Property Act*.
- H. The parties have acknowledged that neither is under any duress or undue influence and that they are voluntarily entering in to this Contract with the benefit of independent legal advice.
- I. It is the intention of Husband and Wife that this Contract shall be the sole determinant of the division of any property and assets whatsoever, gifted to or inherited by either or both of them.
- J. This document is the Property Contract of the parties and shall herein be called the "Contract".

NOW THEREFORE IN CONSIDERATION of the love and affection that exists between the parties, and the mutual premises and covenants contained herein, all of which the parties acknowledge is good and valuable and sufficient consideration, Husband and Wife agree as follows:

1. Definitions

1.1 In this Agreement, the following words or groups of words have or include the meanings shown corresponding thereto as follows:

- (a) "Divorce Act" means the *Divorce Act*, and all amendments thereto;
- (b) "herein", "hereof", "hereto", "heretofore", "hereafter", "herewith" and similar words or expressions refer to this Agreement and not to a particular section or sections thereof, unless the context or subject matter otherwise so requires;
- (d) "*Matrimonial Property Act*" means the *Matrimonial Property Act*, and all amendments thereto;
- (c) "section" includes what are sometimes called sections, sub-sections, paragraphs or sub-paragraphs; and
- (e) unless otherwise provided herein, terms including "family assets" and "matrimonial home" used herein have the same meaning ascribed to such terms in the *Matrimonial Property Act*.

2. Matrimonial Home

2.1 Within ____ days of separation of the parties, Husband/Wife shall transfer to Wife/Husband any and all of his/her right, title and interest in and to the matrimonial home, municipally described as _____ and legally described as _____ (the "Matrimonial Home"). Further, Husband/Wife shall vacate the matrimonial home within ____ days of the date of separation. In consideration for Husband/Wife transferring his/her interest in the matrimonial home to Wife/Husband, Wife/Husband shall pay to Husband/Wife the sum of \$_____.

2.2 Husband/Wife shall have an equal share of the contents of the Matrimonial Home which share he/she shall be at liberty to remove within ____ days of the date of separation, after which Husband/Wife shall be obliged to vacate the Matrimonial Home.

THIS IS A 5-PAGE CONTRACT.