

MARRIAGE CONTRACT, pursuant to the _____ Act (the "Act"),
made this ___ day of _____.

BETWEEN:

_____ of the City of _____,
in the Province of _____
(hereinafter called "_____")

OF THE FIRST PART

- and -

_____ of the City of _____
in the Province of _____
(hereinafter called "_____")

OF THE SECOND PART

PRE-MARRIAGE CONTRACT

1.0 RECITALS

1.1 _____ and _____ are man and woman, and intend to be married on _____.

1.2 _____ and _____ desire to provide for the orderly settlement of their affairs and their respective rights and obligations under the marriage or upon separation or annulment or dissolution of the marriage as particularly herein set out.

1.3 This Agreement is made pursuant to the Act.

1.4 Either _____ and _____ have been fully informed of the property, estate and prospects of the other and each has been fully and independently advised and informed of his or her respective rights and liabilities against and to the other and to and in the property and estate of the other; or _____ and _____ are aware of their legal right to full disclosure of the property, estate and prospects of the other and are each waiving that right after having obtained independent legal advice.

1.5 It is the intention of _____ and _____ that this Agreement shall be the sole determinant of the division of any property gifted to or inherited by either or both of them, including, without restricting the generality of the foregoing, any interest gifted to, conveyed to or purchased by _____ directly or indirectly, including any and all of _____'s Business Enterprises, as defined herein, (including all real and personal property forming a part thereof) or any one or more of _____'s Holding Companies.

1.6 It is the intention of _____ and _____ that this Agreement shall be the sole determinant of the division of the property now owned, used or enjoyed by either or both of them.

NOW THEREFORE in consideration of the parties' marriage, _____ and _____ agree as follows:

2.0 DEFINITIONS

2.1 In this Agreement, the following word or groups of words have or include the meaning shown corresponding thereto as follows:

- (a) "Business Enterprise" means any commercial undertaking whether incorporated or otherwise which involves active or passive participation by either party to this Agreement;
- (b) "herein", "hereof", "hereto", "hereunder", "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;
- (c) "Holding Company" means any one or more corporations or trusts in existence as at the date of execution hereof or which may be incorporated or settled hereafter which either party may own or have any interest in, which in turn owns or holds other assets, real and personal property, including shares in other corporations or trusts.
- (d) "Act" means the _____ Act;
- (e) "matrimonial property" and "matrimonial home" have the same meaning ascribed to such terms in the Act;
- (f) "section" includes what are sometimes called sections, sub-sections, paragraphs or sub-paragraphs.

3.0 APPLICABLE LAW

3.1 The proper law of this contract shall be the laws of _____. The parties hereto intend all of their affairs and property to be governed by this contract and the laws of _____.

3.2 The parties hereto agree that this contract is valid and enforceable in _____, that they intend it to be an Agreement pursuant to the Act and that it is legally binding.

4.0 TITLE

4.1 The section titles in this contract are for convenience only and shall not be construed to affect the meanings of the sections so titled.

5.0 SEVERABILITY

5.1 In the event that any provision of this Agreement, or any agreement to amend or rescind it as a Domestic Contract is found to be invalid, it is the intention of _____ and _____ that each provision of that Agreement, or any agreement to amend or rescind it, be construed as a separate agreement under ordinary contract law and be enforceable as such. Further, the invalidity of any particular provision of this Agreement shall not affect any other provision herein, but the Agreement shall be construed as if such invalid provisions were omitted.

6.0 SEPARATION

6.1 The parties acknowledge that they will be deemed to have separated in the following circumstances:

- (a) a continuous period of separation exceeding ninety (90) days, where either party does not intend to return to live together with the other; or
- (b) either party commencing any type of legal proceedings against the other party for divorce, judicial separation or division of their matrimonial property; or
- (c) the mutual written agreement by the parties to end their marriage or their marital relationship,

provided that the parties living apart as a result of disability shall not be considered to be a separation for the purposes of this Agreement.

THIS IS A 9-PAGE FORM.