

INFIDELITY POSTNUPTIAL AGREEMENT

Location: _____ Parties: _____

Party A Information:

Full Name: _____

Date of Birth: _____

Address: _____

Phone/Email: _____

Party B Information:

Full Name: _____

Date of Birth: _____

Address: _____

Phone/Email: _____

Recitals:

WHEREAS, the Parties were lawfully married under the laws of the United States; WHEREAS, the Parties desire to enter into this Infidelity Postnuptial Agreement to establish certain terms and conditions concerning their marital relationship and any claims arising from acts of infidelity; WHEREAS, the Parties intend for this Agreement to be legally binding and enforceable under applicable United States law.

Article 1 – Definitions:

For purposes of this Agreement, the following terms shall have the meanings set forth below: ‘Infidelity’ means any voluntary sexual intercourse or romantic involvement outside the marital relationship, whether emotional, physical, or otherwise, that breaches the trust and exclusivity of the marriage.

Article 2 – Disclosure and Acknowledgment:

Each Party represents and warrants that they have fully and truthfully disclosed all material information pertaining to any acts of Infidelity, including any ongoing relationships or prior occurrences known to them. Each Party acknowledges that the other Party has relied upon such disclosures in entering into this Agreement.

Article 3 – Waiver of Claims:

Except as expressly provided herein, each Party hereby waives, releases, and forever discharges any and all claims, demands, actions, causes of action, damages, or liabilities arising from or related to acts of Infidelity committed before or during the term of this Agreement, including but not limited to claims for emotional distress, loss of consortium, or alienation of affections, to the fullest extent permitted by applicable law.

Article 4 – Financial Provisions:

Notwithstanding any waiver herein, in the event of proven Infidelity by one Party, that Party agrees to pay a financial

penalty to the other Party as stipulated in this Agreement or as otherwise agreed in writing. Such penalty shall not be construed as punitive damages but as a fair and reasonable settlement of potential claims.

Article 5 – Confidentiality:

The Parties agree to maintain the confidentiality of the terms and conditions of this Agreement, except as required by law or to enforce the terms herein. Neither Party shall disclose information relating to Infidelity or this Agreement to third parties without prior written consent of the other Party.

Article 6 – Dispute Resolution:

Any disputes arising out of or relating to this Agreement, including claims of breach or enforcement, shall be resolved first by good faith negotiation between the Parties. If unresolved, disputes shall be submitted to mediation under rules mutually agreed upon by the Parties. If mediation fails, binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

Article 7 – Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____ for any litigation arising out of this Agreement.

Article 8 – Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the Parties' original intent.

Article 9 – Entire Agreement; Amendments:

This Agreement contains the entire understanding between the Parties with respect to its subject matter and supersedes all prior oral or written agreements. No modification or amendment shall be effective unless in writing and signed by both Parties.

Article 10 – Voluntary Execution:

Each Party acknowledges that they have read this Agreement, fully understand its terms, have been given the opportunity to seek independent legal counsel, and are executing it voluntarily and without duress.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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