

- (b) reached this Agreement freely and voluntarily, with independent legal advice, without any undue influence, coercion or duress;
  - (c) considered how a court might decide any issues addressed herein, and have elected to make this Agreement irrespective of what a court might have decided;
  - (d) recognized the importance of being able to rely on this Agreement and that this reliance outweighs the risk that the Agreement may operate unfairly at some future date; and
  - (e) entered this Agreement relying on it to be enforced according to its terms;
  - (f) resolved all issues between them privately, without court intervention, as intended.
- 2.8 No application claiming relief under the *Family Law Act*, has been commenced by either party in any court to resolve any of the parties' family law issues.
- 2.9 This Agreement replaces all oral or written agreements made between the parties with respect to the issues arising out of their relationship.
- 2.10 All background statements of fact form part of this Agreement. Each of the parties warrants that the background statements of fact are true and acknowledges that the other party is relying on them.

### **3. Freedom From The Other**

- 3.1 Neither party will go on property where the other lives or works without the other's consent.