**{userFullName}**

(hereinafter referred to as “<mom fn>”)

**- and -**

**{partnerFullName}**

(hereinafter referred to as “<dad fn>”)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**COHABITATION AND PRENUPTIAL AGREEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Drafted by Garrett Horvath**

Kahane Law LLP

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[ghorvath@kahanelaw.com](mailto:ghorvath@kahanelaw.com)

Ph: 403-910-5387

**THIS AGREEMENT MADE** effective upon execution by both parties.

**BETWEEN:**

**<mom>**

(hereinafter referred to as “<mom fn>”)

- and -

**<dad>**

(hereinafter referred to as “<dad fn>”)

**COHABITATION AND PRENUPTIAL AGREEMENT**

**PART I: RECITALS**

1. <mom fn> and <dad fn> currently live together. They are engaged to be married and intend to be married {currentDate}.
2. <mom fn> and <dad fn> have resided together since {currentDate}.
3. <mom fn>, presently age {userFullName}, owns assets and is responsible for debts as set out in the attached **Schedule A.** She is presently {userJobTitle}. Her current income is approximately ${userIncome} annually.
4. <dad fn>, presently age {partnerFullName}, owns assets and is responsible for debts as set out in the attached as **Schedule B.** He is presently {partnerJobTitle}. His current income is approximately ${partnerIncome} annually.
5. There are no children of the relationship as of the Effective Dateof this Agreement. The parties may or may not have children together in the future, either biological or adopted.
6. <mom fn> and <dad fn> acknowledge that she / he:
7. has had independent legal advice as evidenced by the execution of the certificates attached to this Agreement;
8. understands his or her respective rights and obligations under this Agreement; and
9. is signing this Agreement voluntarily and is under no duress or undue influence from the other party.
10. <mom fn> and <dad fn> have been advised and informed of the assets and liabilities of the other as of the Effective Dateof this Agreement through the completion of and exchange of their respective Schedules, attached to this Agreement. Each party accepts and incorporates the values as set out in **Schedule A** and **Schedule B** as sufficient for the purposes of entering into this legal agreement. Each party expressly acknowledges they each have received independent legal advice about the right to request further and more detailed financial disclosure from the other and they each hereby expressly waive that right.
11. Further, the parties have each been advised by his or her respective solicitor as to the current law with respect to disclosure of income, assets and liabilities in agreements and are aware of the Supreme Court of Canada decision in *Rick v. Brandsema* [2009] S.C.J. No. 10. In full appreciation of the law in this area, <mom fn> and <dad fn> acknowledge and agree that they each have fully and completely disclosed his and her current financial circumstances, including their property, assets, and liabilities as referred to herein and in sworn Schedules “A” and “B” to this Agreement. The parties confirm that they require no further financial disclosure prior to entering into this Agreement.

## The parties intend this Agreement to be:

1. the final settlement of their respective rights in the property of the other whether real or personal, owned by either of them now or in the future which may have otherwise arisen from their period of Cohabitation and subsequent marriage, if applicable;
2. a full release of any right to, interest in, or claim to spousal support which may have otherwise arisen from their period of Cohabitation and subsequent marriage, if applicable, for the duration of this Agreement; and
3. a full release with respect to partner support to the extent provided for in this Agreement.

## The parties intend that Alberta shall be their habitual residence for the purposes of any Act, and this Agreement, notwithstanding where their work or recreational pursuits may take them.

## It is the intention of the parties that even if they are married, Part 1 of the *Family Property Act,* being Chapter M-9, RSA 1980, and all amendments thereto shall not apply, 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 or that property that they shall hereafter acquire own, use or enjoy in the future either separately or together.

{Remainder of page intentionally left blank}

**IN CONSIDERATION** of the promises exchanged in this Agreement, the **PARTIES AGREE** as follows:

## Recitals

* 1. <mom fn> and <dad fn> acknowledge and agree the Recitals of this Agreement are true and correct, and that the Recitals form part of this Agreement.

## Agreement Supersedes and Survival

* 1. This Agreement shall supersede all existing agreements made between <mom fn> and <dad fn> to this date and pertaining to the contents and matters referred to in this Agreement.
  2. <mom fn> and <dad fn> agree that this Agreement shall survive their continued cohabitation and/or marriage and continue in full force and effect throughout their cohabitation and/or marriage and any future cohabitation and/or marriage.

## Global Agreement

3.1 The parties intend this contract to be a global settlement in which each party made compromises; each part is interrelated. Neither party would have agreed to any part of this contract without agreement on the other parts.

## Effective Date

4.1 This Agreement shall become effective upon being signed by <mom fn> and <dad fn>, but shall apply retroactively to the commencement of cohabitation.

## Variation & Termination

5.1 This Agreement may only be amended, varied or extended by a further Agreement signed by both parties with appropriate Certificates of Legal Advice and Certificates of Acknowledgment.

## Agreement to Determine Division of Property and Debts

6.1 It is the parties’ intention that this Agreement shall be the sole determinant of the ownership and division of their property in the event of a Termination Event. This Agreement shall survive any separation or death and each party specifically waives all rights he or she may have to the other person’s real and personal property, other than that set out in this Agreement, pursuant to:

(a) The common law,

(b) The doctrine of implied trust, resulting trust or constructive trust,

(c) The doctrine of quantum meruit,

(d) The doctrine of unjust enrichment,

(e) Any right to compensation by reason or any direct or indirect contribution,

(f) The *Adult Interdependent Relationships Act,*  S.A. 2002, c.A -4.5 and amendments that may be passed in the future,

(g) The *Family Law Act,* S.A. 2003, c.F-4.1 and amendments that may be passed in the future,

(h) Part 1 and 2 of the *Family Property Act,* R.S.A. 2000, C. M-8 and amendments that may be passed in the future,

(i) Any other present or future law that is part of the law of the Province of Alberta.

(j) Any other present or future law that is part of the laws of any jurisdiction whatsoever which would otherwise apply to the parties’ cohabitation and / or marriage.

6.2 Except as otherwise set out in this Agreement, no contribution of any kind made by one party to enable the other to acquire, maintain, improve, dispose, transfer or otherwise deal with any property shall entitle the contributing party to any claim against the other or to any claim of interest in the property of the other or the proceeds of the sale of the property. Any such contribution or sacrifice by a party shall be conclusively deemed to be an absolute gift from that party to the other.

## Definition of Termination Event

* 1. Throughout this Agreement, Termination Event, shall mean:

1. The parties have ceased to cohabitate for a period of three (3) consecutive months with the intention of ending the relationship;
2. The date on which the parties mutually agree to cease their relationship;
3. The day on which either party serves a written notice on the other to terminate the relationship;
4. The commencement of any legal proceedings for Divorce, Spousal Support, a Division of Property, Judicial Separation or a declaration of irreconcilability or nullity; or
5. The death of either party.

## Amendments or Dissolution this Agreement

8.1 If the parties wish to amend or dissolve this agreement, they may seek independent legal advice and sign an amending agreement with their respective counsel. They may also wish to amend their Schedule A and B from time to time in writing by agreement.

## <mom fn>’s Separate Property

* 1. Except as otherwise set out in this Agreement, in the event of a Termination Event, <mom fn> shall retain as her Separate Property, without any claim by <dad fn>, the following property:

1. The property identified in the **Schedule A** attached to this Agreement;
2. Any other property owned by <mom fn>, whether disclosed or not;
3. All property acquired by <mom fn> after commencement of cohabitation which is not classified as Joint Property, regardless of the reason or means of being acquired;
4. Any appreciation or increase in value of property listed in Schedule A or any other property of <mom fn>, regardless of the reason for the appreciation or increase in value;
5. Any proceeds derived from the disposition of the property listed in Schedule A or from the disposition of any other property owned by <mom fn>;
6. All property acquired by <mom fn> using the proceeds of the disposition of the property listed in Schedule A or any other property owned by <mom fn>;
7. Any property acquired by <mom fn> in substitution or in replacement of the property listed in Schedule A or any other property owned by <mom fn>;
8. Any property received, or to be received in the future by <mom fn> by way of a gift, inheritance, unexpected financial gain including the lottery, damages from personal injury, and any appreciation of such property and any property purchased with the proceeds derived from such property, or replaced or substituted with such property;
9. All property received by <mom fn> from the proceeds of an insurance policy;
10. All items of personal property belonging to <mom fn> or used exclusively by <mom fn>, and without limiting the generality of the foregoing, such items to include personal effects, personal jewellery, personal clothing, books, gifts, hobby and sporting equipment, furniture, art, and memorabilia; and
11. All tangible and intangible property that is owned currently or may be acquired in the future by <mom fn>.

## <dad fn>’s Separate Property

10.1 Except as otherwise set out in this Agreement, in the event of a Termination Event, <dad fn> shall retain as his Separate Property, without any claim by <mom fn> the following property:

1. The property identified in the Schedule B attached to this Agreement;
2. Any other property owned by, whether disclosed or not;
3. All property acquired by <dad fn> after commencement of cohabitation which is not classified as Joint Property, regardless of the reason or means of being acquired;
4. Any appreciation or increase in value of property listed in Schedule B or any other property of <dad fn>, regardless of the reason for the appreciation or increase in value;
5. Any proceeds derived from the disposition of the property listed in Schedule B or from the disposition of any other property owned by <dad fn>;
6. All property acquired by <dad fn> using the proceeds of the disposition of the property listed in Schedule B or any other property owned by <dad fn>;
7. Any property acquired by <dad fn> in substitution or in replacement of the property listed in Schedule B or any other property owned by <dad fn>;
8. Any property received, or to be received in the future by <dad fn> by way of a gift, inheritance, unexpected financial gain including the lottery, damages from personal injury, and any appreciation of such property and any property purchased with the proceeds derived from such property, or replaced or substituted with such property;
9. All property received by <dad fn> from the proceeds of an insurance policy;
10. All items of personal property belonging to <dad fn> or used exclusively by <dad fn>, and without limiting the generality of the foregoing, such items to include personal effects, personal jewellery, personal clothing, books, gifts, hobby and sporting equipment, furniture, art, and memorabilia; and
11. All tangible and intangible property that is owned currently or may be acquired in the future by <dad fn>.

## Agreement to Determine Division of Joint Property

11.1 All property which is registered by the parties in joint names or joint tenancy is deemed to be joint property, the division of which shall be governed by this section of the agreement.

11.2 Except as otherwise set out in this Agreement, in the event of a Termination Event and property being held in joint names or joint tenancy:

(a) There shall be no presumption of gifting; and

(b) The joint ownership of the property shall irrevocably deemed to have been severed; and

(c) Liquid property shall immediately be divided equally.

For clarity, any property that was held jointly before separation or death will be deemed to be held separately post separation or death.

11.3 Each party will own their share of joint property separate and apart from that which the other may have. This shall effectively be their Separate Property as defined above.

11.4 In the event the parties’ actual ownership of an asset as between themselves is different than that set out in the ownership or purchase documentation, they shall complete a signed declaration which shall be notarized and dated, setting out their respective rights and interest in the asset. In the event the parties do not complete this Statutory Declaration the asset shall be deemed to be owned in equal parts.

11.5 The parties agree that they may create accounts intended to be used to store joint property.

11.6 The parties intend that they will both contribute to accounts that are joint property under this agreement. They agree that contributions may not be equal, that one party may contribute more than the other.

## {residenceAddress} (the “House”)

## The parties have purchased the property located at {residenceAddress} for ${value}. The parties have resided together at this property and took possession on February 1, 2018. Both parties have been put on title as joint tenants.

## The parties agree that financing the House has been obtained jointly, in both parties’ names, pursuant to a mortgage (#\_\_\_\_\_\_\_\_\_\_\_\_) in the amount of approximately ${value}.

## The parties agree that they each contributed equal halves of the down payment in the amount of approximately ${value}.

## The parties agree that they are sharing the costs of the mortgage, home insurance, and property tax equally.

## Each party shall indemnify the other for any default of the financing agreements referred to in paragraphs 12.2 of this agreement. Should a party be required to bring a claim to enforce this indemnity, they will be entitled to costs on a solicitor/client basis.

## Upon a Termination Event, each party is entitled to a right of first refusal (“ROFR”) permitting them to purchase the House from the other party instead of listing the House. If a party intends to exercise the ROFR, they shall provide evidence that they are able to refinance the House within 30 days of their written notice of their intention to purchase the House. The parties shall determine the market price of the House using a jointly retained certified residential appraiser. Should both parties seek to exercise the ROFR, then <mom fn> will have the first option.

## Upon a Termination Event, if neither party exercises the ROFR, the House shall be sold. The net proceeds to be distributed to each party upon the sale of the House shall be calculated by dividing the gross proceeds equally.

## From time to time, one of the parties may decide to contribute additional lump sum payments towards paying down the mortgage. For the purposes of this Agreement, a lump sum payment is any payment towards the mortgage equal to or more than $10,000 in one payment, above regular mortgage repayment obligations. If this occurs, that party will be entitled to recover an amount of money equal to their lump sum payment should a Termination Event occur.

## The parties agree that they intend to divide the expenses related to the House in proportion to their net income, but may, from time to time, deviate from that. This sharing of House expenses shall not affect the division of the House should a Termination Event occur.

## Gifts

13.1 Each party shall be at liberty to make such gifts to the other party as they may desire throughout their cohabitation and / or marriage. The parties agree that such gifts shall become the Separate Property of the recipient upon delivery.

13.2 From time to time, the parties agree that one of them may elect to pay a larger portion of vacations, meals, or other activities. The extra contribution by one party will be deemed a gift.

## Other Property

14.1 Any property not clearly falling within the categories of Separate Property or Joint Property as defined herein shall be deemed to be Separate Property for the purposes of this Agreement.

## Agreement to Determine Division of Debts

15.1 Each party shall pay their own debts now and in the future.

15.2 If a debt is incurred in both names the parties shall be jointly and severally responsible to the creditor as set out in the loan documentation.

15.3 In the event the parties’ actual debt allocation as between themselves is different than that set out in the loan documentation, they shall complete a signed declaration which shall be notarized and dated, setting out their respective obligations to each other for the debt. In the event the parties do not complete this Statutory Declaration they shall then be responsible to each other as per the actual loan documentation.

15.4 In the event that a party incurs liability as a result of the other’s debts they shall be fully indemnified by the other party for all costs including costs on a full solicitor-client basis, if incurred.

## Replacement Residence

16.1 If the current House is sold and it is the intention of the parties to replace it with a subsequent property purchased, the Replacement residence shall be also be considered the House for the purposes of dividing property upon a Termination Event.

16.2 For greater clarity, if the parties decide to sell their house and buy a different one, that property shall be considered the House and governed by paragraph 12 of this agreement.

## Rule of *Harrower & Jackson* shall not apply

17.1 It is the intentions of the parties that the rule of *Harrower & Jackson* shall not apply to any of their Separate Property in the event an asset is placed into joint names at any point in time.

## Partner and Spousal Support Waiver

18.1 For the purpose of this Agreement, the meaning of Spousal Support shall include *Adult Interdependent Partner Support* as set out in the *Family Law Act* of Alberta.

18.2 For the duration of this section, it is the firm intention of each party, to release the other party from any and all spousal support obligations other than as set forth in this Agreement, now and in the future no matter how each of their circumstances may change.

18.3 Neither party will apply now, or in the future, under the *Divorce Act,* the *Adult Interdependent Relationships Act*, the *Family Law Act* or any other Federal or Provincial statute, for spousal support.

18.4 Each party expressly waives any right to proceed against the other party under any law or statute for additional payments in the nature of alimony or spousal support and relies upon the law of contract to govern in respect to this issue.

18.5 In consideration of the terms of this Agreement, the parties have considered the following:

1. That <mom fn> and <dad fn> are self-supporting at present;
2. That <mom fn> and <dad fn> acknowledge that they both have the ability to continue to be self-supporting;
3. That either parties’income may diminish in the future, due to both foreseen and unforeseen circumstances;
4. The existence of the parties’ Separate Property, as set forth in Schedules A and B and provisions contained within this Agreement; and
5. That the may or may not have children during the course of their relationship

18.6 Except as otherwise set out in this Agreement providing for when spousal support may be paid, <mom fn> and <dad fn>each hereby waive, relinquish and release the other from any and all claim or claims for alimony, maintenance and support (interim or permanent) they may have against the other and any and all other claims or demands whatsoever which each has had, may have had, now has or hereinafter can or may have against the other and shall not commence nor prosecute nor authorize nor condone the commencement or prosecution on his or her behalf of any action or other proceedings of any nature and kind whatsoever for alimony, maintenance or support in any sum or sums whatsoever.

18.7 It is the parties’ declared intention that the waiver by <mom fn> and <dad fn> of Spousal Support is made in full consideration of the economic consequences of their cohabitation and / or marriage, the breakdown of their relationship, and that this Agreement balances the equitable distribution of property, assets and income as contemplated by the provisions of the said legislation.

18.8 In agreeing to a waiver of Spousal Support the parties acknowledge that they have carefully, and on the advice of their respective counsel, considered the factors set out in the above legislation and in particular, the parties each acknowledge having considered the following factors:

1. <dad fn>’s career and employment opportunities and any limitations or changes of same;
2. <mom fn>’s career and employment opportunities and any limitations or changes of same; and
3. The provisions of the within Agreement.
4. The parties may or may not have children of the relationship.
5. The parties may experience unforeseen and unpredictable circumstances which could not reasonably be contemplated by the parties as of the Effective Date of this Agreement.

18.9 Without restricting the generality of the foregoing, the parties:

1. Acknowledge that this Agreement addresses any economic advantage or disadvantage which may be experienced by either of them due to their cohabitation and / or marriage, and any Termination Event occurring;
2. Acknowledge that this Agreement contemplates the parties’ futures and that each party shall have sufficient income and assets to ensure that no economic hardship shall arise from theircohabitation and / or marriage, or Termination Event occurring; and
3. Acknowledge that they are economically self-sufficient.

18.10 The parties specifically acknowledge that his or her financial circumstances may change in the future by reasons of his or her health, cost of living, change in economic conditions, employment or otherwise. No such change will give <mom fn> or <dad fn> the right to Spousal Support, regardless of how unforeseen or catastrophic the change may be.

18.11 It is understood by the parties that this Agreement represents the final disposition of all Spousal Support issues for them, and, <dad fn> and <mom fn> specifically agree that that none of the following events will give rise to any claim for interim or permanent spousal support of any kind or for any term now and in the future:

(a) temporary or permanent illness or disability, mental or physical, of either party, whether same is present now, or arises in the future;

(b) temporary or permanent loss of employment of either party for any reason whatsoever;

(c) increase or decrease in financial obligations of any nature or kind;

(d) inflation;

(e) economic depression;

(f) increase or decrease in income of either party;

(g) assignments, bankruptcy or insolvency of either party;

(h) windfall or inheritance of either party;

(i) acts of God;

(j) acts of war; and

(k) acts of terrorism.

***Miglin v. Miglin***

18.12 The parties have each been advised by their respective solicitors as to the current law with respect to the enforcement of spousal support waivers in agreements and are aware of the Supreme Court of Canada decision in *Miglin v. Miglin* [2003] S.C.J. No. 21. In full appreciation of the law in this area, each party unequivocally intends that his or her spousal support waiver is to be honoured and be enforceable notwithstanding any future change in the law or interpretation of the law. In this regard, they acknowledge there have been no circumstances of oppression, pressure, or other vulnerabilities which would suggest there has been an imbalance of power in the negotiating of this Agreement. The parties acknowledge the Agreement reflects the intentions of the parties.

18.13 The parties specifically acknowledge that Sections 56, 57, 58 and 60 of the *Family Law Act* may allow a Court to make an order for spousal support under certain circumstances. The parties acknowledge and agree that they are entering into a waiver of spousal support pursuant to Section 62(1) of the *Family Law Act*. It is both parties intention that the terms of this Agreement shall prevail over Section 56, 57, 58 and 60 of the *Family Law Act.*

18.14 The parties also acknowledge that Section 15.2 and 17 of the *Divorce Act* may allow a Court to make an order for Spousal Support. The parties agree that they are not in need of spousal support, and they release and discharge the other party from any and all spousal support obligations that may arise as a result of the relationship. The parties each acknowledge that he or she has reviewed Section 15.2 and 17 of the *Divorce Act* with independent legal counsel.

18.15 In the event that <mom fn> applies to Court to receive support, this Agreement shall constitute an absolute defence to such an application. In the event that a court of competent jurisdiction should make an order or award of support contrary to this Agreement, <mom fn> shall become liable to <dad fn> in an equal amount under the property provisions herein.

18.16 In the event that <dad fn> applies to Court to receive support, this Agreement shall constitute an absolute defence to such an application. In the event that a court of competent jurisdiction should make an order or award of support contrary to this Agreement, <dad fn> shall become liable to <mom fn> in an equal amount under the property provisions herein.

## Binding on Estate

19.1 The terms of this Agreement shall be binding on each of the parties and their respective estates.

## Testamentary Disposition

20.1 Nothing contained in this Agreement shall be deemed a waiver by the other party of:

(a) any bequest that may be left to him or her by any Will or Codicil of the other;

(b) the proceeds of any insurance, pension, registered retirement savings plan on which a beneficiary designation has been made in favour of one party by the other;

20.2 The parties acknowledge that no representation or promises whatsoever have been made by either of them to the other with respect to any such property or proceeds so passing on death.

20.3 Each party releases any claim they may have to seek relief against the deceased’s estate except to the extent necessary to enforce their entitlements under this Agreement.

## Carrying out this Agreement

21.1 The parties shall promptly sign, and give to the other, all future documents which may be necessary to give effect to the terms of this Agreement.

21.2 The parties shall comply strictly with the terms of this Agreement.

21.3 The deadlines in this Agreement will be strictly enforced.

## Enforcement

22.1 If it becomes necessary for one of the parties to enforce any term of this Agreement, then the party who has not complied with any term of this Agreement shall pay all costs arising from such enforcement on a solicitor/client basis.

## Choice of Law

23.1 This Agreement and all of the property of the parties shall be governed by the Laws of Alberta.

23.2 In the event a party seeks any type of relief against the other as a result of a Termination Event occurring and / or the relationship breakdown other than in Alberta, or in any other Court than the Court of Queen’s Bench of Alberta, this Agreement may be plead as a full estoppels and defense.

{Remainder of page intentionally left blank}

## Acknowledgments

24.1 <mom fn> acknowledge separate and apart from <dad fn> that:

(a) I am fully aware of the effect, purpose, and intent of this Agreement;

(b) I have received independent legal advice about my rights against and obligations to the other under the law and this Agreement;

(c) I have a general knowledge of the assets, liabilities and financial position of the other party, and I am content to enter into this Agreement without detailed financial particulars or any further investigation of such matters.

(d) This Agreement provides adequately for my present and future needs;

(e) I am satisfied with this settlement of all matters set out within this Agreement.

1. I have read this Agreement carefully, know and understand its contents, and sign it voluntarily, without any undue influence or coercion; and
2. I am of sound mind.

**SIGNED, SEALED AND DELIVERED** )

in the presence of: )

)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness as to the signature of <mom fn> ) **<mom>**

)

)

25.2 <dad fn> acknowledges separate and apart from <mom fn> that:

(a) I am fully aware of the effect, purpose, and intent of this Agreement;

(b) I have received independent legal advice about my rights against and obligations to the other under the law and this Agreement;

(c) I have a general knowledge of the assets, liabilities and financial position of the other party, and I am content to enter into this Agreement without detailed financial particulars or any further investigation of such matters.

(d) This Agreement provides adequately for my present and future needs;

(e) I am satisfied with this settlement of all matters set out within this Agreement.

1. I have read this Agreement carefully, know and understand its contents, and sign it voluntarily, without any undue influence or coercion; and
2. I am of sound mind.

**SIGNED, SEALED AND DELIVERED** )

in the presence of: )

)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness as to the signature of <dad fn> ) **<dad>**

)

)

INSERT SCHEDULE A AND B

**FAMILY PROPERTY ACT ACKNOWLEDGEMENT**

(Section 38)

I, {userFullName}, of the City of Calgary, in the Province of Alberta, HEREBY ACKNOWLEDGE THAT:

1. I am executing this document separate and apart from <dad fn>

2. I am aware of the nature and the effect of this Agreement.

3. I am aware of the possible future claims to property that I may have under the *Family Property Act* of the Province of Alberta, and that I intend to give up these claims I have under that Act to the extent necessary to give effect to this Agreement.

4. I am executing this Agreement freely and voluntarily without any compulsion on the part of {partnerFullName}.

Signed at Calgary, Alberta on July\_\_, 2025.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Witness: {userFullName}**  **{userFullName}**

**CERTIFICATE OF ACKNOWLEDGEMENT**

I, **{userFullName}**, of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, DO HEREBY CERTIFY THAT:

1. I am acting on behalf of {userFullName}.

2. {userFullName} acknowledged to me that she is aware of the possible future claims to property she may have under the *Family Property Act* and that she intends to give up these claims to the extent necessary to give effect to the Agreement and that is executing this Agreement freely and voluntarily without any compulsion on the part of {partnerFullName}.

**{userFullName}, Lawyer**

**AFFIDAVIT OF EXECUTION**

CANADA ) I, **{userFullName},**

PROVINCE OF ALBERTA ) of the City of Calgary,

TO WIT: ) in the Province of Alberta,

) MAKE OATH AND SAY:

1. THAT I was personally present and did see {userFullName} who is personally known to me to be the person named in the within Agreement duly sign and execute the same.

2. THAT the document was executed at the City of Calgary, in the Province of Alberta, and I am the subscribing witness.

3. THAT I know {userFullName} and she is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City )

Calgary, in the Province of Alberta )

This \_\_ day of July, 2024. )

)

) **{userFullName}**

)

COMMISSIONER FOR OATHS IN AND

FOR THE PROVINCE OF ALBERTA

**CERTIFICATE OF INDEPENDENT ADVICE**

I, **{userFullName},** of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by <mom fn> named in the within instrument, being an Agreement, separate and apart from {partnerFullName} as to her legal rights, and liabilities under the terms and conditions of the same, and that I acted solely for her and explained fully to her the nature and effect of the said Agreement and she did acknowledge and declare that she fully understood the nature and effect thereof, and she did execute the same in my presence, and she did acknowledge and declare that she was executing the same of her own volition and without fear, threats, compulsion or influence from {partnerFullName}, or any other person.

DATED at the City of Calgary, in the Province of Alberta, July\_\_, 2025.

\_\_\_\_\_\_\_\_\_\_\_\_

**{userFullName}, Lawyer**

**FAMILY PROPERTY ACT ACKNOWLEDGEMENT**

(Section 38)

I, {partnerFullName}, of the City of Calgary, in the Province of Alberta, HEREBY ACKNOWLEDGE THAT:

1. I am executing this document separate and apart from {userFullName}.

2. I am aware of the nature and the effect of this Agreement.

3. I am aware of the possible future claims to property that I may have under the *Family Property Act* of the Province of Alberta, and that I intend to give up these claims I have under that Act to the extent necessary to give effect to this Agreement.

4. I am executing this Agreement freely and voluntarily and without any compulsion from {userFullName}.

Signed at Calgary Alberta on July\_\_, 2025.

**WITNESS: {partnerFullName}** **{partnerFullName}**

**CERTIFICATE OF ACKNOWLEDGEMENT**

I, **{partnerFullName}**, of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, DO HEREBY CERTIFY THAT:

1. I am acting on behalf of {partnerFullName}.

2. {partnerFullName} acknowledged to me that he is aware of the possible future claims to property he may have under the *Family Property Act* and that he intends to give up these claims to the extent necessary to give effect to the Agreement and that he is executing this Agreement freely and voluntarily without any compulsion on the part of {userFullName}.

**{partnerFullName}, Lawyer**

**AFFIDAVIT OF EXECUTION**

CANADA ) I, **{partnerFullName}**

PROVINCE OF ALBERTA ) of the City of Calgary,

TO WIT: ) in the Province of Alberta,

) MAKE OATH AND SAY:

1. THAT I was personally present and did see {partnerFullName} who is personally known to me to be the person named in the within Agreement duly sign and execute the same.

2. THAT the document was executed at the City of Calgary, in the Province of Alberta, and I am the subscribing witness.

3. THAT I know {partnerFullName}. He is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City of )

Calgary, in the Province of Alberta this )

\_\_ day of July, 2025. )

)

)  **{partnerFullName}**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

COMMISSIONER FOR OATHS IN AND

FOR THE PROVINCE OF ALBERTA

**CERTIFICATE OF INDEPENDENT ADVICE**

I, **{partnerFullName}**, of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by {partnerFullName} named in the within instrument, being an Agreement, separate and apart from <mom fn> as to his legal rights, and liabilities under the terms and conditions of the same, and that I acted solely and explained fully to him the nature and effect of the said Agreement and he did acknowledge and declare that he fully understood the nature and effect thereof, and he did execute the same in my presence, and he did acknowledge and declare that he was executing the same of his own volition and without fear, threats, compulsion or influence from {userFullName}, or any other person.

DATED at the City of Calgary, in the Province of Alberta, July\_\_, 2025

**{partnerFullName}, Lawyer**