



Syndicate Subscription Legal Plans

POSTNUPTIAL AGREEMENT **CLIENT INTAKE QUESTIONNAIRE:**

Courts closely review agreements between spouses. Each spouse should have separate, independent legal representation, fully disclose all assets, debts, and income, and sign voluntarily without pressure or deadlines. Syndicate can represent only one spouse.

CONFIDENTIAL. A postnuptial agreement is a contract between spouses, signed after marriage, that sets out how property, debts, and support will be handled if the marriage ends by divorce or death. In a state like California, spouses owe each other fiduciary duties, and an agreement that benefits one spouse over the other may be presumed to result from undue influence unless it is shown to be fair and freely made. If a question does not apply, write "N/A." If unknown, write "Unknown."

NAME OF THE CLIENT:

☐ Full Legal Name: _____

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Syndicate Plan Member ID: _____ **Plan Start Date:** _____

Preferred method of contact:

☐ Phone

☐ Text

☐ Email

PART 1 — YOUR GOALS

1.1 What do you need?

☐ Prepare a new postnuptial agreement

☐ Review an agreement proposed by my spouse

☐ Amend or replace a prenuptial agreement

☐ Enforce or challenge an existing agreement

1.2 Reasons (check all that apply):

☐ Protect a business and its earnings

☐ Keep an inheritance or gift separate

☐ Protect children from a prior relationship

☐ Clarify ownership of the home

☐ Keep debts separate

☐ Reconciliation after marital difficulties

☐ One spouse leaving career / work

☐ Sudden wealth or windfall

☐ Never discussed finances before marriage

☐ Other

1.3 In your own words, what do you want the agreement to accomplish? _____

PART 2 — THE MARRIAGE

2A You:

Full Legal Name: _____ Date of Birth: _____

Phone: _____ Email: _____

Occupation / Employer: _____ Gross Monthly Income: \$ _____



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2B Your Spouse:

Full Legal Name: _____ Date of Birth: _____

Phone: _____ Email: _____

Occupation / Employer: _____ Gross Monthly Income: \$ _____

2.1 Date and place of marriage: _____

2.2 States lived in during marriage: _____

2.3 Is there an existing prenuptial or postnuptial agreement? ☐ Yes ☐ No

2.4 Is either spouse considering divorce or legal separation now? ☐ Yes ☐ No

If a divorce is pending or likely soon, a marital settlement agreement may be more appropriate. Please tell us.

Children (including from prior relationships)	Age	Parent(s)

PART 3 — FINANCIAL DISCLOSURE

Full and honest disclosure by BOTH spouses is essential. An agreement signed without complete disclosure may be set aside.

3A Your Assets & Debts:

Asset (home, accounts, retirement, business, other)	Titled To	Est. Value \$	Acquired Before / During Marriage?

Debt (mortgage, loans, credit cards, taxes)	Whose Name	Balance \$	Before / During Marriage?



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3B Your Spouse's Assets & Debts (to the best of your knowledge):

Asset (home, accounts, retirement, business, other)	Titled To	Est. Value \$	Acquired Before / During Marriage?

Debt (mortgage, loans, credit cards, taxes)	Whose Name	Balance \$	Before / During Marriage?

3.1 Does either spouse own a business? ☐ Yes ☐ No

Business name, ownership %, and estimated value: \$ _____

3.2 Does either spouse expect an inheritance, trust distribution, or equity payout? ☐ Yes ☐ No

If yes, explain: _____

PART 4 — PROPOSED TERMS

4.1 Property:

Terms to address:

- ☐ Keep premarital property separate
- ☐ Keep inheritances / gifts separate
- ☐ Business remains one spouse's separate property
- ☐ Earnings during marriage remain separate
- ☐ Treat certain separate property as community (joint)
- ☐ Division of the home
- ☐ Retirement accounts
- ☐ Appreciation / growth of separate property

Changing property from separate to community (or the reverse) requires a written declaration that expressly states the change.

4.2 Debts:

- ☐ Each spouse responsible for own debts
- ☐ Specific debts assigned
- ☐ Business debts stay with business owner



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4.3 Spousal Support if the Marriage Ends:

☐ No change from the law ☐ Set amount / duration ☐ Limit support

☐ Waive support ☐ Not sure

Spousal support provisions in postnuptial agreements are closely scrutinized and may not be enforced if unfair when enforcement is sought.

4.4 Death of a Spouse:

☐ Waive rights to inherit from each other

☐ Specific inheritance for surviving spouse

☐ Life insurance for spouse / children

☐ Coordinate with our wills / trusts

4.5 Other terms you want included: _____

PART 5 — FAIRNESS & VOLUNTARINESS

5.1 Do both spouses want this agreement? ☐ Yes ☐ No

5.2 Has anyone felt pressured, threatened (e.g., with divorce), or rushed to sign? ☐ Yes ☐ No

If yes, explain: _____

5.3 Does your spouse have (or plan to have) their own lawyer? ☐ Yes ☐ No

If yes — name / phone: _____

5.4 Does either spouse need an interpreter or translated documents? ☐ Yes ☐ No

5.5 Any health issues that could affect understanding the agreement? ☐ Yes ☐ No

If yes, explain: _____

PART 6 — DOCUMENT CHECKLIST

Please provide copies of the following, if available. Check each item you are including.

- | | |
|--|--|
| ☐ Marriage certificate | ☐ Existing prenuptial / postnuptial agreement |
| ☐ Tax returns (last 3 years) | ☐ Bank & investment statements |
| ☐ Retirement account statements | ☐ Deeds & mortgage statements |
| ☐ Business documents & valuations | ☐ Inheritance / trust documents |
| ☐ Debt statements | ☐ Wills / trusts |



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Certification:

I declare that the information provided in this questionnaire is true, correct, and complete to the best of my knowledge, and that I am seeking this agreement voluntarily. I understand this information is provided to Syndicate Subscription Legal Plans in confidence for the purpose of preparing or reviewing a postnuptial agreement.

Signed and dated this ____ day of _____, 20__

Signature: _____

Print Name: _____

Please Print and Email to STEVE@STEVEMUELLERLEGAL.COM, or
save this document as a PDF and email to STEVE@STEVEMUELLERLEGAL.COM,
Your information will be reviewed within one hour.