**Information Form for Marriage Contract**

Date:

Name of Potential Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are you residents of Ontario? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Will you maintain residency in Ontario? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Anticipated Date of Marriage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20

Applicant Spouse Assets: Please do not list joint assets here.

At this time it’s not necessary to be descriptive, but, please list all of your assets, i.e. home ownership, condo, land, vehicle, stocks, etc.

1. Asset: Value:
2. Asset: Value:
3. Asset: Value:

Joint Assets with Partner to Be:

1. Asset: Value:
2. Asset: Value:
3. Asset: Value:

Partners Assets if Known:

1. Asset: Value:
2. Asset: Value:
3. Asset: Value:

Debts of Potential Client:

1. Debt: Amount (can be informed later)
2. Debt: Same
3. Debt:
4. Dependents:
5. Are your children beneficiaries to your estate at this time? If no children, leave blank.
6. Do you intend to make your spouse to be sole beneficiary of your estate? Please indicate if you would like the estate to be distributed in accordance with succession laws if you decide to have children.
7. Do you intend to purchase wills at the time of or after your marriage? (any will you have before you get married is revoked at marriage).
8. What do you intend should the marriage breakdown? With:
	1. Your beneficiary allocations:
	2. Specific household or personal items that were purchased jointly?
	3. Specific household or personal items that were purchased separately?
	4. Specific real estate that was purchased separately?
	5. Specific real estate that was purchased for the purpose of any children of the marriage?
	6. Specific gifts that you have been given by way of inheritance, or by third parties that are not affiliated with your spouse/partner to be?
9. Do you intend that your spouse/partner is to be your sole beneficiary – save for succession laws, if you have children, should you predecease your spouse/partner, or do you have other instructions, should you predecease your partner? Please list.
10. How would you like any financial inheritances to be dealt with in the marriage?
	1. Separate and solely for yourself;
	2. Joint with your partner.
11. How should debts and liabilities be dealt with if the marriage breaks down?
	1. Jointly for all – i.e. 50/50 regardless of who has more debt;
	2. Separately, each party pays their own debts, and pays off joint debts together;
	3. Obtain a line of credit or lien on a property to pay the debts for both?
12. How should the sale of any property be carried out if there is a breakdown?
	1. By mutual selection of an appraiser on the value of the house, and mutual agreement to listing agent, closing price, and full details of sale?
	2. By appointing a third party, such as a realtor, to deal with all of that, but, mutual agreement to sale value of property being mandatory.
13. Do you have any RRSPs, RRIF’s, other pensions?
14. How should these be dealt with? Does any party have a right to the others’ pensions, or exclude these automatically?
15. Are there any other assets such as GIC’s, shares, non registrable assets?
16. How should these be dealt with?
	1. 50/50 if held jointly
	2. Separately – absolute
	3. One party has more interest than the other, i.e. choose a percentage of the allocated value to be given to the parties respectively.
17. Who maintains control of the banking for the joint accounts?
	1. Wife
	2. Husband
	3. Other partner
18. If there is a breakdown in the marriage, do the parties wish to separate their assets in accordance with this agreement, or in accordance with an equalization payment?
19. If the parties choose to separate their assets in accordance with the agreement, a list of all assets entering the marriage must be produced, with full particulars of the details of the value, and liabilities if any, which will form part of this agreement. An allocation of who is entitled to what asset will be made.
20. For any assets acquired jointly in the future, how are these assets to be distributed should the marriage breakdown?
	1. Jointly; or,
	2. By amendment to the contract to include new particulars for each asset’s distribution as they are being purchased?
21. Are you giving your spouse power of attorney over your personal property and care?

While there is significantly more information that is required to complete a formal, comprehensive marriage contract, this can be discussed in person down the line should you wish to retain the lawfirm. The information provided herein, is a standard, and thorough appraisal of parties intentions, based on specific types of assets, liabilities.

We respect your privacy. The use of this form is solely for us to provide you with legal advise and to be able to draft a pre-marital contract on your behalf.

We collect this information in order to be able to advise you and to understand the nature and complexity of your marital contract so as to provide you with a cost estimate in advance of a retainer.

Should you determine that you do not wish to retain us, the form and contents within this file will be shredded and destroyed in accordance with privacy requirements.

Any and all information that you provide to us, whether you are simply a potential client, or an actual client, is maintained under the solicitor client privilege requirements, to the end of the life of the solicitor. A till death do us part scenario for client, potential client, and lawyer.

If you would like to proceed with us, please send this completed form via email to: nkanavas@matronalaw.com. Or, if you would like to meet in person to go over it, please contact us to book an in person appointment. Consultations are free to 30 minutes.

Thank you for your interest. We hope to represent you.

mnk