

Marriage Covenant Contract

Between

Husband's Name

and

Wife's Name

for Holy Matrimony

in the Roman Rite of the Catholic Church

Nothing in this document should be deemed legal advice of any type. Any use of this document should be after consulting with an attorney familiar with the laws of the State where the marriage will occur. Catholic Marriage Covenant LLC accepts no liability associated with this document or executed documents that have been reviewed and revised by an attorney.

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Definitions

Throughout the document (Husband's Name, Social Security Number) is referred to as the “Husband” and (Wife's Name, Social Security Number) is referred to as the “Wife”. Jointly, they are referred to as the “Couple”. In third person, they are referred to as “Spouse”.

“Practical Catholic” refers to an individual who is validly baptized and observes the precepts of the Catholic Church. According to paragraphs 2041 to 2043 (inclusive) of the Catechism of the Catholic Church the precepts are: Attend Mass on Sundays and holy days of obligation and rest from servile labor; confess their sins at least once a year; receive the sacrament of the Eucharist at least during the Easter season; observe the days of fasting and abstinence established by the Church; help to provide for the needs of the Church.

“Parish Priest” refers to the Pastor of the parish in which the couple is registered. If the couple is not registered at a parish, the Parish Priest refers to the Pastor of the parish within whose boundaries the Couple resides. If the local parish does not have a Pastor, all “Parish Priest” activities referenced in this document will fall to the local Ordinary.

The “Local Ordinary” refers to the Bishop, Archbishop or Cardinal who oversees the diocese where the Spouses reside.

The “Church” refers to the Roman Rite of the Catholic Church under the leadership of the Roman Pontiff (i.e. Pope).

“Canon Law” refers to the Canon Law of the Roman Rite of the Catholic Church instituted in 1983.

The terms “marital act”, “marital embrace”, and “marital debt” refer to the engagement of sexual acts between the Spouses that are suitable for the generation of children.

A valid act of “Marriage” or “Holy Matrimony” is assumed to occur and is ratified once the requirements of Canon 1063 through Canon 1072 (inclusive) and Canon 1108 through Canon 1123 (inclusive) are observed per the requirements of the local Ordinary (e.g., Bishop, Archbishop, etc.) and the marriage ceremony is complete. Marriage is considered consummated after the completion of one act of sexual intercourse between the Spouses that is engaged in freely by both Spouses and is suitable for the generation of children.

This document becomes a valid, binding contract after it is signed and after the ratification and consummation of Holy Matrimony between the Spouses.

Definition of Holy Matrimony

It is agreed by the Spouses that:

- Holy Matrimony is to be regarded in the first place as a contract, and in the second place as the conjugal union established by the contract between husband and wife.
- Holy Matrimony is defined as a contract by which one man and one woman are associated and united with one another as a common principle for the generation and education of children, which obliges them to live together throughout life.
- The essential properties of Holy Matrimony are Unity (i.e. Conjugal Life), Exclusivity, and Permanence.
- Holy Matrimony is also a sacrament, instituted by our Lord Jesus Christ, which creates a holy and indissoluble union between a man and woman, and gives them grace to love one another holily and to bring up their children as Christians.
- The primary end of Holy Matrimony is the procreation and religious education of children for the service of God. Flowing from this, the secondary end of Holy Matrimony is mutual support and a remedy for concupiscence by which one avoids the sins of lust.
- The wedding vows “*I take you for wife*” and “*I take you for husband*” signify the mutual transfer of the right of ownership over the spouses’ respective bodies. These words signify on each side not merely the acceptance, but moreover the transfer of personal bodily rights into the hands of the other Spouse.
- The marriage bond is a moral bond which the contract of marriage establishes between married persons, and which unites them in a union so strict that they form but one single principle in the procreation and education of children.
- A valid marriage that is *ratum et consummatum* (i.e. ratified and consummated) cannot be dissolved by any human power or by any cause, except death.
- This marriage bond is constituted by the different rights and duties of those who are bound by it. Mutual rights and duties that the Spouses are obliged are a) the conjugal duty; b) cohabitation; c) mutual love and support under the direction of the husband. There are also mutual rights and duties regarding the education and training of the children.

Unity and Conjugal Life

"Wherefore a man shall leave father and mother and shall cleave to his wife: and they shall be two in one flesh."

Genesis 2:24

Regarding Conjugal Life, the Couple agrees with the following:

- Conjugal cohabitation implies community of roof (*consortium tecti*), community of table and of family life under the same roof (i.e., cohabitation), and community of bedchamber or of bed (*consortium tori*).
- The obligation of the community of bed is based on the marriage debt, which cannot be refused whenever one of the Spouses lawfully and reasonably demands it, except for limited circumstances listed below.
- The conjugal bond is defined as the union of husband and wife, associated with one another as a common principle for the generation and education of children, and lasts until the death of one of the Spouses.
- The conjugal bond implies, of its nature, the right and mutual obligation to a community of family life under the same roof.
- The husband and wife agree to provide each other mutual assistance, comfort, and support.
- The husband will decide on the domicile location, taking into account the needs of the wife and children. The wife agrees to abide by the husband's decision unless the husband, without her previous consent:
 - Decides to lead a wandering life.
 - Relocates to a location where the journey would cause his wife or children serious injury.
 - Without necessity, determines to relocate to a very distant country.

"Let the husband render the debt to his wife, and the wife also in like manner to the husband. The wife hath not power of her own body, but the husband. And in like manner the husband also hath not power of his own body, but the wife. Defraud not one another, except, perhaps, by consent, for a time, that you may give yourselves to prayer; and return together again, lest Satan tempt you for your incontinency." (1 Cor. 7:3-5)

The Spouses agree to sleep in the same bed unless for times of illness or mutually agreed upon sexual continence.

If illness or disability (including a 40-day period after childbirth or miscarriage) makes it impossible the free giving of the marital debt, the afflicted Spouse will sleep in a separate bed and strive with all reasonable effort and means to return to conjugal relations expeditiously.

The Spouses shall render the marital debt when it is lawfully and reasonably demanded of them. Exceptions to the rendering of the marital debt include:

- A 40-day period after the birth of a child or miscarriage.
- Request of unnatural acts or acts that are not suitable for the generation of children or do not lead to acts that are suitable for the generation of children.
- Request for the marital debt that does not respect decorum or may cause scandal. This includes requesting the marital debt in inappropriate places or in front of other people.
- A Spouse is utilizing means to prevent conception, or a Spouse requires the other to use means to prevent conception.
- Marital embrace would cause one of the Spouses a serious injury or a notable inconvenience. Want of strength is not sufficient reason for a categorical refusal, but may be enough to justify a delay. If a delay is invoked, every effort should be made to prioritize the rendering of the marital debt in the near future.
- A spouse is in a state of intoxication.
- There is a risk of contracting a contagious and potentially deadly disease.
- When pregnancy is likely to result in the death of the mother or child.
- When additional children would result in the family being unable to feed and house themselves, even with charitable resources available to them.

For these last two situations, Catholic Natural Family Planning may be employed to allow the marital embrace.

A Spouse who does not honor reasonable requests for the marital debt will sleep in a separate bed and strive with all reasonable effort and means to return to conjugal relations. If a Spouse repeatedly denies reasonable requests for the marital debt or fails to make an expeditious return to conjugal relations, the denying Spouse will be considered to have willfully abandoned conjugal life and the marriage.

If one of the Spouses willfully abandons conjugal life, that Spouse forfeits all claims to the marital property at the time of the abandonment. The abandoning spouse will be liable to contribute to household expenses and the costs of raising and educating any children commensurate with their income, ability, and marital duties. The abandoning spouse will be liable for all legal expenses incurred to enforce this agreement regarding the abandonment.

The abandoning spouse can regain joint ownership of marital property by completing the following steps:

- The abandoned spouse agrees to receive the abandoning spouse back into the household and marital bed.

- Certifying in writing that the violation of the wedding vows has been confessed, absolution given, and penance completed.
- The Parish Priest agrees with the return of the abandoning spouse to the household.
- The abandoning spouse does not violate any aspects of this marriage contract within 180 days of returning to the marriage.

If a claim of abuse is validated by the filing of a police report, the Parish Priest and the local Ordinary, the accused forfeits all claims to marital property at the time of the validation. The abused Spouse can initiate proceedings described in the “Separation” section of this agreement.

The accused spouse will be liable to contribute to household expenses and the costs of raising and educating any children commensurate with their income, ability, and marital duties.

The abusing spouse can regain joint ownership marital property by completing the following steps:

- The abused spouse agrees to receive the abusing spouse back into the household.
- Certify in writing that the violation of the wedding vows has been confessed, absolution given, and penance completed.
- The parish Priest and the local Ordinary agree with the return of the abusing spouse to the household.

If it is discovered that the accusation of abuse is willfully false, then the falsely accusing spouse forfeits all claims to marital property at the time of discovery of the false accusation. The falsely accused spouse may pursue separation under the grounds of grave danger, in the case of physical or psychological cruelty. The falsely accusing spouse will be liable to contribute to household expenses and the costs of raising and educating any children commensurate with their income, ability, and marital duties.

The falsely accusing spouse can regain joint ownership of marital property by completing the following steps:

- The falsely accused spouse agrees to receive the falsely accusing spouse back into the household.
- Certify in writing that the violation of the wedding vows has been confessed, absolution given, and penance completed.
- The parish Priest and the local Ordinary agree with the return of the falsely accusing spouse to the household.
- The falsely accusing Spouse does not violate any aspects of this marriage contract within 180 days of returning to the marriage.

Exclusivity

*“But for fear of fornication, let every man have his own wife, and let every woman have her own husband.” 1
Corinthians 7:2*

The Spouses agree that this marriage contract has the property of exclusivity, and the Spouses will not seek out or begin romantic or marital relationships with others while both Spouses are alive unless the marriage has been declared null via the process outlined in the “Declaration of Nullity” section of this document.

If one of the Spouses commits a formal act of adultery (i.e., adultery perpetrated with knowledge of the fact), the adulterous Spouse forfeits all claims to marital property at the time of the act of adultery. The non-adulterous Spouse can initiate proceedings described in the “Separation” section of this agreement.

The adulterous spouse will be liable to contribute to household expenses and the costs of raising and educating any children commensurate with their income, ability, and marital duties. The adulterous spouse will be liable for all legal costs incurred to enforce this agreement regarding the adulterous acts.

To be a cause for separation and loss of claim to marital property, adultery must be formal, complete, morally certain; not attributable to the other party, partially or as accomplice, directly or indirectly; not compensated, as it were, by the adultery of the other party; not condoned tacitly or presumably. All sexual intercourse outside of married life is commonly assimilated to adultery, even the unnatural sin of sodomy.

If the innocent spouse has consented to the crime, or been responsible for it (e.g. prolonged and unlawful denial of the marital debt), or has condoned it expressly or tacitly, or committed the same crime there is no loss of claim to the marital property and no actions listed in the “Separation” section can be taken by either spouse in regards the adulterous acts. There is tacit condonation when the innocent spouse, knowing of the adultery, has freely continued to treat the guilty one with marital affection. Condonation is presumed when the adulterous party has not, within six months, been sent away, or left, or duly denounced.

The adulterous spouse can regain joint ownership of marital property by completing the following steps:

- The non-adulterous Spouse agrees to receive the adulterous Spouse back into the household.
- Adulterous Spouse certifies in writing that the violation of the wedding vows has been confessed, absolution given, and penance completed.

- The Parish Priest agrees with the return of the adulterous spouse to the household.
- The adulterous spouse does not violate any aspects of this marriage contract within 180 days of returning to the marriage.

If there is a countervailing act of adultery, then the wrong done by each Spouse to the other is obliterated by their respective misconduct. In this circumstance, there is no loss of claim to the marital property, and no actions listed in the “Separation” section can be taken by either spouse regarding the adulterous acts.

Permanence

“Who answering, said to them: Have ye not read, that he who made man from the beginning, made them male and female? And he said: For this cause shall a man leave father and mother, and shall cleave to his wife, and they two shall be in one flesh. Therefore now they are not two, but one flesh. What therefore God hath joined together, let no man put asunder.” Matthew 19:4-6

The Spouses agree that the marriage will last until the death of one of the Spouses. If the marriage is suspected to be null, the Spouses will abide by the process outlined in the “Declaration of Nullity” section of this document.

If one of the Spouses (“Abandoning Spouse”) willfully abandons the marriage or abandons the domicile without good cause for more than 180 calendar days, that Spouse forfeits all claims to the marital property 180 days after abandonment of the marriage or domicile. The abandoning spouse will be liable to contribute to household expenses and the costs of raising and educating any children commensurate with their income, ability, and marital duties. The abandoning spouse will be liable for all legal costs incurred to enforce this agreement regarding the abandonment.

The abandoning spouse can regain joint ownership of marital property by completing the following steps:

- The abandoned spouse agrees to receive the Abandoning Spouse back into the household.
- Certifying in writing that the violation of the wedding vows has been confessed, absolution given, and penance completed.
- The Parish Priest agrees with the return of the Abandoning Spouse to the household.
- The Abandoning Spouse does not violate any aspects of this marriage contract within 180 days of returning to the marriage.

Marital Property

With the signing of this document, the ratification and consummation of the marriage, all property/money/liabilities in the possession/ownership of the Husband and Wife will become joint marital property. This will apply to all property/money omitted from the Financial Disclosure in this document. Any property/money/liabilities acquired during the marriage, including income, inheritance, or shares in Trusts, will be considered joint marital property. This joint ownership shall continue until the death of one of the Spouses, or by special provision mentioned in this document. If a separation is executed per the terms of this agreement, property/money/liabilities acquired after the separation will not be joint marital property.

Husband's Financial Disclosure

Husband's Name: _____

Address Line 1: _____

Address Line 2: _____

City State Zip: _____

Phone: _____

Social Security Number: _____

Occupation: _____

The Husband discloses the following:

MEMBERS OF HOUSEHOLD

<u>Name</u>	<u>Relationship</u>	<u>Date of Birth</u>	<u>Describe how this person helps pay expenses</u>

MONTHLY GROSS INCOME

Gross monthly income (before taxes and deductions) from salary and wages, including commissions, allowances and overtime.	<u>\$X,XXX.XX</u>
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Pensions and retirement funds received	
Social Security benefits received	
Disability and Unemployment Insurance received	
Public Assistance Funds received	
Interest and Dividends received	
Child Support and maintenance (spousal support) received from any prior marriage/relationship	
Rental payments received (from property you rent to others)	
Bonuses received	
Other sources of income received: (please specify)	

ASSETS

Assets types include: Household Items; Vehicles; Life Insurance (Name of Company & Policy #); Business Interests (list Name of Business & Address); Securities (Stocks, Bonds, Mutual Funds, Commodity Accounts; list Name of Company & # of shares); Pension, Retirement Accounts, Deferred Compensation, 401K Plans, IRAs, Profit Sharing, etc. (list Name of Company & Type of Plan); Cash and Deposit Accounts, Savings and Checking (list Name of Bank or Financial Institution); Other Personal Property (list description of asset); Assets Acquired such gifts and inheritance [list description of asset]; Real estate [list type of property, address]

Asset	Amount Owed	Estimated Value Today
	<u>\$X,XXX.XX</u>	<u>\$X,XXX.XX</u>

DEBTS

Type of obligations include: line of credit, car loan, credit card debt etc.

Creditor's Name & Address	Type of Obligation	Monthly Payment	Current Balance
		<u>\$X,XXX.XX</u>	<u>\$X,XXX.XX</u>

CURRENT LITIGATION

Are you a party in any other lawsuit or litigation? ☐Yes ☐No

If yes, identify the lawsuit or litigation:

BANKRUPTCY

Have you ever filed for bankruptcy? ☐Yes ☐No

If yes, identify the following:

Type of filing: _____

Date of filing: _____

Current status: _____

I [Husband's Name] declare that the above, including all attachments, are complete, true, and correct.

Husband's Signature

Print Name

Address

Wife's Financial Disclosure

Wife's Name: _____

Address Line 1: _____

Address Line 2: _____

City State Zip: _____

Phone: _____

Social Security Number: _____

Occupation: _____

The Wife discloses the following:

MEMBERS OF HOUSEHOLD

<u>Name</u>	<u>Relationship</u>	<u>Date of Birth</u>	<u>Describe how this person helps pay expenses</u>

MONTHLY GROSS INCOME

Gross monthly income (before taxes and deductions) from salary and wages, including commissions, allowances and overtime.	<u>\$X,XXX.XX</u>
Pensions and retirement funds received	
Social Security benefits received	
Disability and Unemployment Insurance received	

Public Assistance Funds received	
Interest and Dividends received	
Child Support and maintenance (spousal support) received from any prior marriage/relationship	
Rental payments received (from property you rent to others)	
Bonuses received	
Other sources of income received: (please specify)	

ASSETS

Assets types include: Household Items; Vehicles; Life Insurance (Name of Company & Policy #); Business Interests (list Name of Business & Address); Securities (Stocks, Bonds, Mutual Funds, Commodity Accounts; list Name of Company & # of shares); Pension, Retirement Accounts, Deferred Compensation, 401K Plans, IRAs, Profit Sharing, etc. (list Name of Company & Type of Plan); Cash and Deposit Accounts, Savings and Checking (list Name of Bank or Financial Institution); Other Personal Property (list description of asset); Assets Acquired such gifts and inheritance [list description of asset]; Real estate [list type of property, address]

Asset	Amount Owed	Estimated Value Today
	<u>\$X,XXX.XX</u>	<u>\$X,XXX.XX</u>

DEBTS

Type of obligations include: line of credit, car loan, credit card debt etc.

Creditor's Name & Address	Type of Obligation	Monthly Payment	Current Balance
		<u>\$X,XXX.XX</u>	<u>\$X,XXX.XX</u>

CURRENT LITIGATION

Are you a party in any other lawsuit or litigation? ☐Yes ☐No

If yes, identify the lawsuit or litigation:

BANKRUPTCY

Have you ever filed for bankruptcy? ☐Yes ☐No

If yes, identify the following:

Type of filing: _____

Date of filing: _____

Current status: _____

I [*Wife's Name*] declare that the above, including all attachments, are complete, true, and correct.

Wife's Signature

Print Name

Address

Marital Duties

Husband

“Husbands, love your wives, as Christ also loved the church, and delivered himself up for it: That he might sanctify it, cleansing it by the laver of water in the word of life: That he might present it to himself a glorious church, not having spot or wrinkle, or any such thing; but that it should be holy, and without blemish. So also ought men to love their wives as their own bodies. He that loveth his wife, loveth himself. For no man ever bated his own flesh; but nourisheth and cherisbeth it, as also Christ doth the church: Because we are members of his body, of his flesh, and of his bones. For this cause shall a man leave his father and mother, and shall cleave to his wife, and they shall be two in one flesh. This is a great sacrament; but I speak in Christ and in the church. Nevertheless let every one of you in particular love his wife as himself: and let the wife fear her husband.” Ephesians 5:25-33

The husband agrees to fulfil to the best of his ability the following duties:

- Treat his wife generously and honorably.
- Keep all his family in order, to correct their morals, and see that they faithfully discharge their duties.
- Be constantly occupied in some honest pursuit to provide necessities for the support of his family and to avoid idleness, the root of almost every vice.
- Maintain, to the best of his ability, gainful employment and provide materially for the family.
- Safeguard the physical and spiritual safety of the family.

While the education of children is a common work, the joint right and duty of the father and the mother, it is the husband’s duty to direct and approve the general organization of the household and all education of the children, including religious education.

If the Husband willfully fails to fulfill any of these duties, the wife may seek recourse to the process in the “Arbitration Process” section of this document. The Spouses will strive in the interest of subsidiarity and justice to resolve any claim or dispute arising from or related to this agreement amongst themselves.

Wife

“In like manner also let wives be subject to their husbands: that if any believe not the word, they may be won without the word, by the conversation of the wives. Considering your chaste conversation with fear. Whose adorning let it not be the outward plaiting of the hair, or the wearing of gold, or the putting on of apparel: But the hidden man of the heart in the incorruptibility of a quiet and a meek spirit, which is rich in the sight of God. For after this manner heretofore the holy women also, who trusted in God, adorned themselves, being in subjection to their own husbands: As Sara obeyed Abraham, calling him lord: whose daughters you are, doing well, and not fearing any disturbance.” 1 Peter 3:1-6

“Being subject one to another, in the fear of Christ. Let women be subject to their husbands, as to the Lord: Because the husband is the head of the wife, as Christ is the head of the church. He is the saviour of his body. Therefore as the church is subject to Christ, so also let the wives be to their husbands in all things. Husbands, love your wives, as Christ also loved the church, and delivered himself up for it.” Ephesians 5:21-25

The wife agrees to fulfil to the best of her ability the following duties:

- Be subject to the husband, yielding to him in all things not inconsistent with Christian piety, with a willing and ready obedience.
- Train their children in the practice of virtue.
- Pay particular attention to domestic concerns.¹
- Remain at home, unless compelled by necessity to go out.²
- Never leave home without her husband's consent.
- Strive to create a harmonious, peaceful and welcoming home environment.
- Maintain the cleanliness and order of the home.
- Plan and prepare nutritious family meals.
- Engage in the financial management of the home by being responsible with the money entrusted to her and avoiding unnecessary debt and frivolous spending.

The right and obligation that parents have to educate their children is deduced directly from the nature of marriage and from the end proper to it, which is none other than the work of generation and the education of children. The force of nature impels parents to show love and solicitous care for their offspring, and in like manner impels children to turn to their parents as their natural educators.

¹ “Women, again, are not suited for certain occupations; a woman is by nature fitted for home-work, and it is that which is best adapted at once to preserve her modesty and to promote the good bringing up of children and the well-being of the family.” Rerum Novarum, Pope Leo XIII

² “Mothers, concentrating on household duties, should work primarily in the home or in its immediate vicinity.” Quadragesimo Anno, Pope Pius XI

Under the husband's direction and approval, the wife agrees to educate the children or provide for their education in accordance with the "Provide Education" section of this agreement.

If the Wife willfully fails to fulfill any of these duties, the Husband may seek recourse to the process in the Arbitration Process section of this document. The Spouses will strive in the interest of subsidiarity and justice to resolve any claim or dispute arising from or related to this agreement amongst themselves.

"Who shall find a valiant woman? far and from the uttermost coasts is the price of her. The heart of her husband trusteth in her, and he shall have no need of spoils. She will render him good, and not evil, all the days of her life. She hath sought wool and flax, and hath wrought by the counsel of her hands. She is like the merchant's ship, she bringeth her bread from afar. And she hath risen in the night, and given a prey to her household, and victuals to her maidens. She hath considered a field, and bought it: with the fruit of her hands she hath planted a vineyard. She hath girded her loins with strength, and hath strengthened her arm. She hath tasted and seen that her traffic is good: her lamp shall not be put out in the night. She hath put out her hand to strong things, and her fingers have taken hold of the spindle. She hath opened her hand to the needy, and stretched out her hands to the poor. She shall not fear for her house in the cold of snow: for all her domestics are clothed with double garments. She hath made for herself clothing of tapestry: fine linen, and purple is her covering. Her husband is honourable in the gates, when he sitteth among the senators of the land. She made fine linen, and sold it, and delivered a girdle to the Chanaanite. Strength and beauty are her clothing, and she shall laugh in the latter day. She hath opened her mouth to wisdom, and the law of clemency is on her tongue. She hath looked well to the paths of her house, and hath not eaten her bread idle. Her children rose up, and called her blessed: her husband, and he praised her. Many daughters have gathered together riches: thou hast surpassed them all. Favour is deceitful, and beauty is vain: the woman that feareth the Lord, she shall be praised. Give her of the fruit of her hands: and let her works praise her in the gates." Proverbs 31:10-31

Beneficiaries

The Spouses will be made primary beneficiaries in any wills, life insurance policies, retirement accounts, bank accounts, or other financial assets. Any children in the marriage, including any children born before the marriage, will be made secondary beneficiaries.

Duties to Children

Room and Board

Room and board shall be provided for any children until they reach 18 years old, proportional to the income of the couple, in accordance with the well-being of the children. If the couple's income is insufficient to provide room and board for the children, they shall consult with the Parish Priest and utilize any available charitable sources to support the family.

Provide Education

The Spouses have the right and the obligation of educating their children, which is deduced directly from the nature of marriage and from the end proper to it, which is no other than the work of generation and education of children.

Spouses agree that it is illogical to view the work of education as naturally belonging to a social or civil institution that is posterior to the family.

With regard to the body: As soon as the child is conceived, the spouses shall carefully preserve the child from injury, and every effort shall be made to provide for its birth under healthy conditions. During the period of pregnancy, the Wife shall abstain from such occupations as are likely to bring about abortion or otherwise injure the child conceived in her womb. When the child is born, the Spouses shall properly nurture and cherish the child. The Spouses shall carefully provide for the child's physical well-being according to their means and position, and both Spouses are bound to do their part therein. In proportion to their means, the Spouses are bound to make the child capable of supporting himself in the future, either by leaving him a fortune, by having him taught a trade, or by procuring for him the necessary instruction.

With regard to the soul in the natural order: It is the duty of the Spouses to labor constantly and with one accord for the intellectual, moral, and religious education of the child, to develop its intelligence and to form its will. From its earliest infancy, the Spouses shall provide, both by word

and example, lessons of virtue and morality; they shall inculcate hatred of sin and the fear of God, and with watchful care keep far from the child all that might sully its purity of soul. The Spouses shall provide for it religious teachers and see that the servants to whose care they entrust it are honest and virtuous.

With regard to the soul in the supernatural order: The Spouses shall give their children an education fitting them alike for their natural and their supernatural end. The Spouses shall instruct them in the practice of the Christian virtues and the observance of the commandments of the New Law, under the direction of the Church established by Christ, i.e., the Roman Catholic Church. The Spouses shall see that they duly frequent the sacraments, and, before all, that they are baptized without delay.

Education is a common work, the joint right and duty of the father and the mother; nevertheless, as in the general organization of the household, the husband takes the first place, and it is for him to say what is to be done.

Separation

The Church teaches that separation, whether as to community of habitation or as to board or mutual service, is possible between married persons without breaking the marriage bond and that such separation is lawful for various causes.

Under this agreement, lawful separation will be permitted only under the following circumstances:

- Formal act of adultery, that is perpetrated with knowledge of the fact as defined in the Exclusivity section of this document.
- Apostasy or heresy after the ceremony of Holy Matrimony, defined as the willful and sustained leaving of the Roman Catholic Church for more than 6 months, willfully not abiding by the precepts of the Roman Catholic Church, or profession of beliefs that contradict the teachings of the Roman Catholic Church.
- Danger to the soul, defined as when one of the Spouses compels the other to sin, and effectual resistance is out of the question while remaining under the same roof. Examples would be if one of the Spouses cannot in any way be induced to give up contraception or where impotence supervenes on marriage and brings with it the proximate danger of sexual incontinence, which cannot be avoided merely by the occupation of a separate room.
- Danger and grave danger, to the body, in the case of physical or psychological cruelty, serious threats to kill, or contagious disease. In this last case, however, if the occupation of a separate room affords sufficient protection, one cannot proceed to separation.

- Abandonment of the Conjugal Life and prolonged willful denial of the marital debt, which may endanger the innocent Spouse with sexual incontinence. If the occupation of a separate room affords sufficient protection, one cannot proceed to separation.
- One spouse, through extravagance or addiction, risks the loss of the family's fortune; separation may be permitted if separation of property does not provide sufficient protection.
- Choice of a more perfect life may also be a lawful cause of separation:
 - If made by mutual consent of husband and wife, and no children are living in the home;
 - If made against the will of one of the Spouses, it does not justify separation, except during the first two months of marriage, in favor of the Spouse who thinks of entering religious life; provided, however, that the marriage has not been freely consummated.

Where a legitimate cause or separation exists, the innocent Spouse may, under the reservations indicated in Canon 1151 through Canon 1155 (inclusive), leave or send away the other Spouse; but ordinarily the innocent Spouse is not bound to do so, unless in the exceptional case where a continuance of cohabitation would entail for the innocent Spouse or the children a proximate danger of harm, perversion, or would produce a scandal.

If separation is made or sought, the innocent Spouse must inform the parish priest within 30 calendar days. After counsel with the parish priest and separation is still sought or continues, the innocent Spouse must seek the permission of the local Ordinary per Canon 1692 through Canon 1696 (inclusive).

Process to Amend

This contract may be amended with the approval of both Spouses and the Parish Priest. If a Parish Priest is not available, then the local Ordinary shall approve any changes. Separate civil legal counsel shall review the revised document for the Husband and Wife. Separate civil legal counsel shall advise the Husband and Wife of the civil legal consequences of the amendments and the revised agreement as a whole. This review and advice shall be documented in an attachment to this document.

All changes must be in conformance with Natural Law, Canon Law, and Church teaching. Any changes later found to be not in conformance with Natural Law, Canon Law, or Church teaching will be null.

Declaration of Nullity

Per Canon 1674 § 1 either spouse may pursue a case for a Declaration of Nullity.

Both Spouses agree to participate in the Declaration of Nullity Trial, providing truthful and complete evidence and testimony.

The marriage shall be considered valid until a favorable ruling is provided by the competent Tribunal, pursuant to Can. 1672 or the Roman Rota.

In the case of a favorable decision (i.e. marriage is declared null):

- The case can be appealed to the Metropolitan and the Roman Rota.
- The decision issued by the Rota shall be considered the final decision and will be respected by the Spouses.
- The innocent Spouse retains all marital property. If no one is singularly at fault, property/money is split 50/50.
- The raising and education of children shall be provided for by both spouses commensurate with their income, ability, and marital duties.
- Every effort shall be made for the spouses to live together or in proximity to each other to facilitate the raising and education of any children.

Arbitration Process

“Dare any of you, having a matter against another, go to be judged before the unjust, and not before the saints? Know you not that the saints shall judge this world? And if the world shall be judged by you, are you unworthy to judge the smallest matters? Know you not that we shall judge angels? How much more things of this world? If therefore you have judgments of things pertaining to this world, set them to judge, who are the most despised in the church. I speak to your shame. Is it so that there is not among you any one wise man, that is able to judge between his brethren? But brother goeth to law with brother, and that before unbelievers. Already indeed there is plainly a fault among you, that you have lawsuits one with another. Why do you not rather take wrong? Why do you not rather suffer yourselves to be defrauded? But you do wrong and defraud, and that to your brethren.” I Corinthians 6:1–8

Both Spouses agree to exercise Christian charity and strive for conjugal reunion if the other Spouse violates this contract and requests to be fully readmitted to conjugal life, provided they complete the requirements listed in this agreement.

The Spouses will strive in the interest of subsidiarity and justice to resolve any claim or dispute arising from or related to this agreement amongst themselves. If that is not possible, the Spouses will take any dispute or needed judgment to the Parish Priest. If the decision cannot be procured or is not mutually agreeable to both Spouses, the Spouses will take the dispute or needed judgment to the Local Ordinary. If the decision cannot be reached or is not mutually agreeable to both Spouses, the Spouses will take the dispute or necessary judgment to Christian mediation and, if necessary, to legally binding arbitration. Mediators and Arbitrators employed shall be practical Catholics or Catholic Clergy. If those are not available, Christian mediators and arbitrators shall be used who will make decisions based on traditional Catholic teaching and Canon Law. Decisions and judgments made by the mediators and arbitrators shall be considered final and accepted by both Spouses.

Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The Spouses understand they expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

Severability Clause

If any provision of this agreement or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

Notary Attestation

State of Colorado

County of _____

Signed before me on _____, 20____

by _____ (Husband) and

_____ (Wife)

(Notary's official signature)

(Title of office)

(Commission Expiration)



Certification of Attorney for Husband

I hereby certify that I am an attorney at law, duly licensed and admitted to practice in the State of _____; that I have been employed by _____ [name of husband], a party to this Agreement, and that I have advised him with respect to this Agreement and explained to him the meaning and legal effect of it; and that he has acknowledged his full and complete understanding of this Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

Dated: _____

Signature Attorney for Husband

Printed Name of Attorney

Certification of Attorney for Wife

I hereby certify that I am an attorney at law, duly licensed and admitted to practice in the State of _____; that I have been employed by _____ [name of wife], a party to this Agreement, and that I have advised her with respect to this Agreement and explained to her the meaning and legal effect of it; and that she has acknowledged her full and complete understanding of this Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

Dated: _____

_____	_____
Signature of Attorney for Wife	Printed Name of Attorney

Signature of Husband

I (*husband's name*) have reviewed this contract with (*attorney's name/ address*) and have been advised on the ramifications of signing this contract. I understand that under the circumstances outlined in this document I (*husbands name*) may be:

- Giving up my right to be supported by (*wife's name*).
- Giving up my right to ownership or control of money and property.
- Agreeing to pay bills and debts of (*wife's name*).
- Giving up my right to money and property if my marriage ends or (*wife's name*) dies.
- Giving up my right to have my legal fees paid.

With sufficient time to review and after consultation with legal counsel (*lawyer name, etc*), I am freely and voluntarily choosing to enter into this agreement. I believe and assert all aspects of this agreement are conscionable. I ask that any judge in the future respect the terms of this Marriage Covenant as it conforms with the teachings of my religious faith, and any modifications or nullification of this agreement by a judge will be a suppression of my natural and constitutional right to practice my religious faith.

Husband's Signature

Witness Signature

Signature of Wife

I (*wife's name*) have reviewed this contract with (*attorney's name/ address*) and have been advised on the ramifications of signing this contract. I understand that under the circumstances outlined in this document, I (*wife's name*) may be:

- Giving up my right to be supported by (*husbands's name*).
- Giving up my right to ownership or control of money and property.
- Agreeing to pay bills and debts of (*husbands's name*).
- Giving up my right to money and property if your marriage ends or (*husbands's name*) dies.
- Giving up my right to have my legal fees paid.

With sufficient time to review and after consultation with legal counsel (*attorney's name/ address*) I am freely and voluntarily choosing to enter into this agreement. I believe and assert all aspects of this agreement are conscionable. I ask that any judge in the future respect the terms of this Marriage Covenant as it conforms with the teachings of my religious faith, and any modifications or nullification of this agreement by a judge will be a suppression of my natural and constitutional right to practice my religious faith.

Wife's Signature

Witness Signatures

Calculation of Family Support

If a spouse (“Supporting Spouse”) is in violation of this contract and is required to provide spousal and family support, that support shall be calculated by the formula below.

The supporting spouse shall pay:

Spouse Only, 0 children	20% of Net Income
Spouse and 1 child 18 years or younger	20% of Net Income
Spouse and 2 children 18 years or younger	25% of Net Income
Spouse and 3 children 18 years or younger	30% of Net Income
Spouse and 4 children 18 years or younger	35% of Net Income
Spouse and 5 or more children 18 years or younger	40% of Net Income

Net income is defined as Gross Monthly Income minus Deductions

Gross Monthly Income

- Monthly income (before taxes and deductions) from salary and wages, including commissions, allowances, and overtime.
- Pensions and retirement funds received
- Social Security benefits received
- Disability and Unemployment Insurance received
- Public Assistance Funds received
- Interest and Dividends received
- Child Support and maintenance (spousal support) received from any prior marriage/relationship
- Rental payments received (from property you rent to others)
- Bonuses received
- Other sources of income received

Deductions

- Monthly federal income tax withheld
- Monthly state income tax withheld
- Social Security

- Medicare
- Medical insurance
- Other insurances
- Union or other dues
- Retirement or pension fund
- Child support or spousal support payments

Payments shall be made on the first of each month. Late payments shall be paid with interest at an annual interest rate of 5%.

Payments for children shall continue until the children reach the age of 18. Payments for only the Supported Spouse (0 children) shall continue until the death of one of the Spouses, until a declaration of nullity for the marriage has been issued by the Catholic Church.

Attachment 1: Referenced Canon Laws

Pastoral Care and Those Things Which Must Precede the Celebration of Marriage

Can. 1063 Pastors of souls are obliged to take care that their ecclesiastical community offers the Christian faithful the assistance by which the matrimonial state is preserved in a Christian spirit and advances in perfection. This assistance must be offered especially by:

- 1/ preaching, catechesis adapted to minors, youth, and adults, and even the use of instruments of social communication, by which the Christian faithful are instructed about the meaning of Christian marriage and about the function of Christian spouses and parents;
- 2/ personal preparation to enter marriage, which disposes the spouses to the holiness and duties of their new state;
- 3/ a fruitful liturgical celebration of marriage which is to show that the spouses signify and share in the mystery of the unity and fruitful love between Christ and the Church;
- 4/ help offered to those who are married, so that faithfully preserving and protecting the conjugal covenant, they daily come to lead holier and fuller lives in their family.

Can. 1064 It is for the local ordinary to take care that such assistance is organized fittingly, after he has also heard men and women proven by experience and expertise if it seems opportune.

Can. 1065 §1. Catholics who have not yet received the sacrament of confirmation are to receive it before they are admitted to marriage if it can be done without grave inconvenience.

§2. To receive the sacrament of marriage fruitfully, spouses are urged especially to approach the sacraments of penance and of the Most Holy Eucharist.

Can. 1066 Before a marriage is celebrated, it must be evident that nothing stands in the way of its valid and licit celebration.

Can. 1067 The conference of bishops is to establish norms about the examination of spouses and about the marriage banns or other opportune means to accomplish the investigations necessary before marriage. After these norms have been diligently observed, the pastor can proceed to assist at the marriage.

Can. 1068 In danger of death and if other proofs cannot be obtained, the affirmation of the contracting parties, even sworn if the case warrants it, that they are baptized and are prevented by no impediment is sufficient unless there are indications to the contrary.

Can. 1069 All the faithful are obliged to reveal any impediments they know about to the pastor or local ordinary before the celebration of the marriage.

Can. 1070 If someone other than the pastor who is to assist at marriage has conducted the investigations, the person is to notify the pastor about the results as soon as possible through an authentic document.

Can. 1071 §1. Except in a case of necessity, a person is not to assist without the permission of the local ordinary at:

- 1/ a marriage of transients;

- 2/ a marriage which cannot be recognized or celebrated according to the norm of civil law;
- 3/ a marriage of a person who is bound by natural obligations toward another party or children arising from a previous union;
- 4/ a marriage of a person who has notoriously rejected the Catholic faith;
- 5/ a marriage of a person who is under a censure;
- 6/ a marriage of a minor child when the parents are unaware or reasonably opposed;
- 7/ a marriage to be entered into through a proxy as mentioned in can. 1105.

§2. The local ordinary is not to grant permission to assist at the marriage of a person who has notoriously rejected the Catholic faith unless the norms mentioned in can. 1125 have been observed with necessary adaptation.

Can. 1072 Pastors of souls are to take care to dissuade youth from the celebration of marriage before the age at which a person usually enters marriage according to the accepted practices of the region.

The Form of the Celebration of Marriage

Can. 1108 §1. Only those marriages are valid which are contracted before the local ordinary, pastor, or a priest or deacon delegated by either of them, who assist, and before two witnesses according to the rules expressed in the following canons and without prejudice to the exceptions mentioned in cann. 144, 1112, §1, 1116, and 1127, §§1-2.

§2. The person who assists at a marriage is understood to be only that person who is present, asks for the manifestation of the consent of the contracting parties, and receives it in the name of the Church.

Can. 1109 Unless the local ordinary and pastor have been excommunicated, interdicted, or suspended from office or declared such through a sentence or decree, by virtue of their office and within the confines of their territory they assist validly at the marriages not only of their subjects but also of those who are not their subjects provided that one of them is of the Latin rite.

Can. 1110 By virtue of office, a personal ordinary and a personal pastor assist validly only at marriages where at least one of the parties is a subject within the confines of their jurisdiction.

Can. 1111 §1. As long as they hold office validly, the local ordinary and the pastor can delegate to priests and deacons the faculty, even a general one, of assisting at marriages within the limits of their territory.

§2. To be valid, the delegation of the faculty to assist at marriages must be given to specific persons expressly.

If it concerns special delegation, it must be given for a specific marriage; if it concerns general delegation, it must be given in writing.

Can. 1112 §1. Where there is a lack of priests and deacons, the diocesan bishop can delegate lay persons to assist at marriages, with the previous favorable vote of the conference of bishops and after he has obtained the permission of the Holy See.

§2. A suitable lay person is to be selected, who is capable of giving instruction to those preparing to be married and able to perform the matrimonial liturgy properly.

Can. 1113 Before special delegation is granted, all those things which the law has established to prove free status are to be fulfilled.

Can. 1114 The person assisting at marriage acts illicitly unless the person has made certain of the free status of the contracting parties according to the norm of law and, if possible, of the permission of the pastor whenever the person assists in virtue of general delegation.

Can. 1115 Marriages are to be celebrated in a parish where either of the contracting parties has a domicile, quasidomicile, or month long residence or, if it concerns transients, in the parish where they actually reside. With the permission of the proper ordinary or proper pastor, marriages can be celebrated elsewhere.

Can. 1116 §1. If a person competent to assist according to the norm of law cannot be present or approached without grave inconvenience, those who intend to enter into a true marriage can contract it validly and licitly before witnesses only:

1/ in danger of death;

2/ outside the danger of death provided that it is prudently foreseen that the situation will continue for a month.

§2. In either case, if some other priest or deacon who can be present is available, he must be called and be present at the celebration of the marriage together with the witnesses, without prejudice to the validity of the marriage before witnesses only.

Can. 1117 The form prescribed above must be observed if at least one of the parties contracting the marriage was baptized in the Catholic Church or received into it, without prejudice to the provisions of can. 1127 § 2.

Can. 1118 §1. A marriage between Catholics or between a Catholic party and a non-Catholic baptized party is to be celebrated in a parish church. It can be celebrated in another church or oratory with the permission of the local ordinary or pastor.

§2. The local ordinary can permit a marriage to be celebrated in another suitable place.

§3. A marriage between a Catholic party and a non-baptized party can be celebrated in a church or in another suitable place.

Can. 1119 Outside the case of necessity, the rites prescribed in the liturgical books approved by the Church or received by legitimate customs are to be observed in the celebration of a marriage.

Can. 1120 The conference of bishops can produce its own rite of marriage, to be reviewed by the Holy See, in keeping with the usages of places and peoples which are adapted to the Christian spirit; nevertheless, the law remains in effect that the person who assists at the marriage is present, asks for the manifestation of consent of the contracting parties, and receives it.

Can. 1121 §1. After a marriage has been celebrated, the pastor of the place of the celebration or the person who takes his place, even if neither assisted at the marriage, is to note as soon as possible in the marriage register the names of the spouses, the person who assisted, and the witnesses, and the place and date of the celebration of the marriage according to the method prescribed by the conference of bishops or the diocesan bishop.

§2. Whenever a marriage is contracted according to the norm of can. 1116, a priest or deacon, if he was present at the celebration, or otherwise the witnesses in solidum with the contracting parties are bound to inform as soon as possible the pastor or local ordinary about the marriage entered into.

§3. For a marriage contracted with a dispensation from canonical form, the local ordinary who granted the dispensation is to take care that the dispensation and celebration are inscribed in the marriage registers of both the curia and the proper parish of the Catholic party whose pastor conducted the investigation about the free status. The Catholic spouse is bound to notify as soon as possible the same ordinary and pastor about the marriage celebrated and also to indicate the place of the celebration and the public form observed.

Can. 1122 §1. The contracted marriage is to be noted also in the baptismal registers in which the baptism of the spouses has been recorded.

§2. If a spouse did not contract marriage in the parish in which the person was baptized, the pastor of the place of the celebration is to send notice of the marriage which has been entered into as soon as possible to the pastor of the place of the conferral of baptism.

Can. 1123 Whenever a marriage is either convalidated in the external forum, declared null, or legitimately dissolved other than by death, the pastor of the place of the celebration of the marriage must be informed so that a notation is properly made in the marriage and baptismal registers.

Separation with the Bond Remaining

Can. 1151 Spouses have the duty and right to preserve conjugal living unless a legitimate cause excuses them.

Can. 1152 §1. Although it is earnestly recommended that a spouse, moved by Christian charity and concerned for the good of the family, not refuse forgiveness to an adulterous partner and not

disrupt conjugal life, nevertheless, if the spouse did not condone the fault of the other expressly or tacitly, the spouse has the right to sever conjugal living unless the spouse consented to the adultery, gave cause for it, or also committed adultery.

§2. Tacit condonation exists if the innocent spouse has had marital relations voluntarily with the other spouse after having become certain of the adultery. It is presumed, moreover, if the spouse observed conjugal living for six months and did not make recourse to the ecclesiastical or civil authority.

§3. If the innocent spouse has severed conjugal living voluntarily, the spouse is to introduce a cause for separation within six months to the competent ecclesiastical authority which, after having investigated all the circumstances, is to consider carefully whether the innocent spouse can be moved to forgive the fault and not to prolong the separation permanently.

Can. 1153 §1. If either of the spouses causes grave mental or physical danger to the other spouse or to the offspring or otherwise renders common life too difficult, that spouse gives the other a legitimate cause for leaving, either by decree of the local ordinary or even on his or her own authority if there is danger in delay.

§2. In all cases, when the cause for the separation ceases, conjugal living must be restored unless ecclesiastical authority has established otherwise.

Can. 1154 After the separation of the spouses has taken place, the adequate support and education of the children must always be suitably provided.

Can. 1155 The innocent spouse laudably can readmit the other spouse to conjugal life; in this case the innocent spouse renounces the right to separate.

Cases to Declare the Nullity of Marriage

Can. 1672. In cases regarding the nullity of marriage not reserved to the Apostolic See, the competencies are: 1° the tribunal of the place in which the marriage was celebrated; 2° the tribunal of the place in which either or both parties have a domicile or a quasi-domicile; 3° the tribunal of the place in which in fact most of the proofs must be collected.

Can. 1674 § 1. The following are qualified to challenge a marriage: 1° the spouses; 2° the promoter of justice when nullity has already become public, if the convalidation of the marriage is not possible or expedient.

Cases of Separation of Spouses

Can. 1692 §1. Unless other provision is legitimately made in particular places, a decree of the diocesan bishop or a judicial sentence can decide the personal separation of baptized spouses according to the norm of the following canons.

§2. Where an ecclesiastical decision has no civil effects or if a civil sentence is not contrary to divine law, the bishop of the diocese of the residence of the spouses, after having weighed the special circumstances, can grant permission to approach the civil forum.

§3. If a case concerns only the merely civil effects of marriage, the judge, after having observed the prescript of §2, is to try to defer the case to the civil forum from the start.

Can. 1693 §1. Unless a party or the promoter of justice requests the ordinary contentious process, the oral contentious process is to be used.

§2. If the ordinary contentious process has been used and an appeal is proposed, the tribunal of second grade, observing what is required, is to proceed according to the norm of can. 1682, §2.

Can. 1694 The prescripts of can. 1673 are to be observed in what pertains to the competence of the tribunal.

Can. 1695 Before accepting the case and whenever there is hope of a favorable outcome, the judge is to use pastoral means to reconcile the spouses and persuade them to restore conjugal living.

Can. 1696 Cases concerning the separation of spouses also pertain to the public good; therefore the promoter of justice must always take part in them according to the norm of can. 1433.