**T - BOILER PLATE**

**Mutual Release and Discharge of Claims**

**EXAMPLE 1:**

Subject to the provisions of this Agreement, each of the parties may, in any way, dispose of his or her property of whatsoever nature, real or personal, and each of the parties to this Agreement, for himself and herself, respectively, and for his and her respective heirs, legal representatives, executors, administrators and assigns, hereby waives and releases any right of election against the will of the other and any right to succeed to the property of the other by intestacy that he or she may have or may hereafter acquire with respect to the estate of the other, as may now or hereafter be provided for in New York Estates, Powers and Trusts Law § 5-1.1-A, or its successor or equivalent, or any law of any state or territory of the United States, or any foreign country, and renounces and releases all interest, right or claim of right of dower, curtesy , community property, equitable distribution or otherwise, that he or she now has or might otherwise have against the other or the property of the other of whatsoever nature, real or personal, under or by virtue of the laws of any state or country, and each will, at the request of the other, or his or her heirs, legal representatives, executors, administrators and assigns, execute, acknowledge, and deliver any and all deeds, releases or other instruments necessary to bar, release or extinguish such interests, rights, and claims or which may be needful for the proper carrying into effect of any of the provisions of this Agreement. Each of the parties renounces and relinquishes any and all claims and rights that he or she may have or may hereafter acquire to act as executor or administrator of the other party’ s estate, except as may be provided by any will executed subsequent to the date of execution of this Agreement.

Except for the obligations, promises and agreements herein set forth or otherwise arising by virtue of the terms of the Agreement and to be performed by the parties hereto, as well as any causes of action for divorce, separation, annulment or a declaration of a void marriage, each party hereby, for himself and herself and for his and her legal representatives, forever releases and discharges the other and his or her heirs and legal representatives from any and all debts, sums of money, accounts, contracts, claims, cause or causes of action, suits, dues, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extent, executions, and demands whatsoever, in law or in equity, which he or she had, now has or hereafter can, shall or may have, by reason of any matter from the beginning of the world to the date of the execution of the Agreement, it being the intention of the parties that henceforth there shall exist between them no rights or obligations that are not specifically provided for in this Agreement.

**EXAMPLE 2:**

## Except as specifically provided in this Agreement, each party may dispose of his or her property in any way he or she determines, in his or her sole discretion. Each party waives, releases and relinquishes any and all rights he or she may now have or hereafter acquire, including all property or estate interests of every type and wherever situated, under the present or future laws of the State of New York including, without limitation, the Estates, Powers and Trusts Law or any laws of any other jurisdiction to (a) share in the property or the estate of the other party as a result of the marital relationship between them upon the other party’s death, including, without limitation, any right to contest, object to, resist the probate of, or share in the estate of, the deceased party by way of right of election to take against any Last Will and Testament of the deceased party, or against any testamentary substitute, dower, curtesy, spouse’s exemption, spouse’s allowance, homestead rights, set off or otherwise, whether pursuant to Sections 5 1.1 and 5 3.1 of the Estates, Powers and Trusts Law of the State of New York, or any other laws of any jurisdiction creating rights in the survivor; (b) all rights to take in intestacy including, without limitation, any right to an intestate share of the other party’s estate pursuant to Section 4 1.1 of the Estates, Powers and Trusts Law of the State of New York and all rights of a survivor, and this waiver shall apply if the deceased party’s Last Will and Testament has been set aside or otherwise deemed invalid in whole or in part as the result of a proceeding brought by any person to contest the validity of the Will; and (c) all rights to act as an executor, executrix, administrator, administratrix or a personal representative or in any other fiduciary capacity with respect to the deceased party’s estate.

## Nothing herein shall preclude either party from making voluntary provisions for the other party by a Last Will and Testament which is executed after the date of this Agreement.

## Each party will, at the request of the other party or his or her legal representatives, execute, acknowledge and deliver any and all deeds, releases or any other instruments necessary to bar, release or extinguish such rights, interests and claims.

## The foregoing shall not bar a claim on the part of either party against the other for money damages for any cause or causes arising out of a breach of this Agreement during the lifetime of the deceased party against whose estate such claim may be made.

## Each party’s waiver and release of the right of election hereunder shall be valid and effective as to testamentary instruments executed both before and after the execution of this Agreement, and as to assets acquired both before and after the execution of this Agreement.

## The aforesaid provisions will supersede and render null and void any inconsistent provision in a presently existing Last Will and Testament or codicil of either party or otherwise.

**Independent Covenants**

Except as expressly provided herein, each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein.

**Possible Invalidity and Severability**

**EXAMPLE 1:**

In case any provision of this Agreement should be held to be contrary to, or invalid under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way other provisions hereof, all of which shall continue, nevertheless, in full force and effect; any provision which is held to be illegal or invalid in any country, state or other jurisdiction shall, nevertheless, remain in full force and effect in any country, state or jurisdiction in which such provision is legal and valid. The doctrine of severability shall apply.

**EXAMPLE 2:**

In case any non-material provision of this Agreement should be held to be contrary to, or invalid under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way other provisions thereof, all of which shall continue, nevertheless, in full force and effect; any provision which is held to be illegal or invalid in any country, state or other jurisdiction shall, nevertheless, remain in full force and effect in any country, state or jurisdiction in which such provision is legal and valid. The doctrine of severability shall apply to all non-material provisions.

**Waiver**

Any waiver by either party of any provision of this Agreement or any right or option hereunder shall not be deemed a continuing waiver and shall not prevent such party from hereafter enforcing such provision, right or option. The failure of either party at any time to require the performance by the other of any of the terms, provisions or conditions hereof, shall in no way affect the right thereafter to enforce the same, nor shall the waiver by either party hereto of any breach of any of the terms, provisions and conditions hereof be construed or deemed a waiver of any succeeding breach of any term, provision or condition hereof or as a waiver of the term, provision or condition itself.

**Modification**

This Agreement, or any provision hereof, may not be altered, amended, amplified, modified, terminated, abandoned, rescinded or discharged orally, and no alteration, amendment, modification, termination, rescission or discharge hereof shall be binding, enforceable, valid or admissible in evidence in any court action or proceeding unless the same be in writing and duly executed by both parties with the same formalities as this Agreement.

**Legal Interpretation and Forum Selection**

All matters and questions arising under this Agreement and affecting the interpretation and enforceability of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York (without regard to its conflicts of laws principles). The parties designate the Supreme Court of the State of New York, New York County, as the exclusive forum regarding the interpretation, modification and enforcement of any provision of this Agreement.

**Implementation**

**EXAMPLE 1:**

Each of the parties shall, from time to time at the request of the other, execute, acknowledge and deliver to the other party all such further instruments as may be reasonably required to give full force and effect to the provisions of this Agreement.

**EXAMPLE 2:**

The parties agree that each of them, upon request of the other party or the legal representative of the other party shall execute and deliver such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefor. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

**Agreement Binding**

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**Entire Agreement and Understanding**

**EXAMPLE 1:**

This Agreement and its provisions merge any prior agreements, if any, of the parties. This Agreement contains the entire understanding of the parties, who agree to be bound hereby. The parties understand this to mean that no informal promises exist between them; that all understandings, agreements and representations are specifically and entirely set forth in this written Agreement.

**EXAMPLE 2:**

## This Agreement and its provisions merge any prior agreements, if any, of the parties, but excluding the Parenting Agreement (Exhibit \_\_ hereto). The Parenting Agreement and this Agreement shall be incorporated in the Judgment of Divorce, but shall not be merged, and shall survive, and contains the entire understanding of the parties who agree to be bound thereby and acknowledge that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. The parties understand this to mean that no informal promises exist between them, and that all understandings, agreements and representations including, without limitation, concerning (a) the dissolution of this marriage, declaration of equitable distribution and/or distributive award of marital property, spousal maintenance, child support, payment of child-related expenses,life,and medical insurance, and counsel, professional and expert fees are specifically and entirely set forth in this Agreement, and (b) custody and parenting of and access to the Children are specifically and entirely set forth in the Parenting Agreement.

## The parties represent to each other, and acknowledge, that there are no previous oral agreements between them, whether expressed or implied (nor any promises which could form the basis for such an agreement), to share in the estate or property or income of the other in the past or in the future and each party accordingly waives, releases, relinquishes and renounces any right or claim arising from any such oral agreement or promise, irrespective of whether or not such agreement or promise shall have been substantially and detrimentally relied upon.

## Each party waives, releases, relinquishes and renounces any claim to a constructive trust or equitable lien based upon any action by either party occurring or undertaken prior to the execution of this Agreement.

## Each party waives, releases, relinquishes and renounces any right to bring an action or other proceeding to enforce any alleged oral agreement (or asserted promise which could form the basis of such an agreement), occurring prior to the date of this Agreement. Both, moreover, agree that the provisions of this Paragraph shall be admissible in any court or other tribunal as irrefutable proof of such waiver, release, relinquishment and renunciation.

**Headings**

Any headings preceding the text of any of the Articles of the Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they affect the meaning, construction or effect of any Article of the Agreement.

**Recitals**

The recitals set forth at the beginning of this Agreement are incorporated by reference into this Agreement and accepted and agreed to by both parties as though fully set forth in the body of this Agreement. The fact that a particular provision in the body of this Agreement is not mentioned in the recitals shall not affect the validity or enforceability of such provision.

**No Presumptions Arising from Drafting**

The fact that the first (or any) draft of this Agreement was prepared by counsel for one of the parties shall create no presumptions and specifically shall not cause any ambiguities to be construed against that party.

**Number and Gender**

Whenever the context may require, the singular number shall include the plural, the conjunctive shall include the disjunctive, the disjunctive shall include the conjunctive, and the masculine, feminine and neuter gender shall include each other.