

**CONFIDENTIAL QUESTIONNAIRE FOR DOMESTIC PROPERTY AGREEMENT**  
**RUSHFORTH LEE & KIEFER LLP**  
 A NEVADA LIMITED-LIABILITY PARTNERSHIP

**1. CLIENT AND SIGNIFICANT OTHER**

<i>CLIENT</i>		<i>SIGNIFICANT OTHER</i> <i>Fiancé(e), Domestic Partner, or Cohabitant</i>	
<b>Full Name</b> (as it appears on legal documents)		<b>Full Name</b> (as it appears on legal documents)	
<b>Name</b> (as you want it in your documents)		<b>Name</b> (as you want it in your documents)	
Mailing Address		Mailing Address	
E-mail address	Primary phone	E-mail address	Primary phone
Secondary Phone	Fax	Secondary Phone	Fax:
Referred by:		<b>Attorney:</b>	

**2. KEY INFORMATION.** (Attach lists as needed.)

<b>Type of relationship:</b>	<input type="checkbox"/> -Marriage; <input type="checkbox"/> -Domestic Partnership; <input type="checkbox"/> -Informal cohabitation		
<b>Date relationship commenced:</b>			
<b>Estimated net worth:</b> (Current value of assets minus liabilities)	Client: \$	Significant Other: \$	
<b>Estimated annual income:</b>	Client: \$	Significant Other: \$	
<b>Community and separate property and debt:</b> (Check all that apply:)	<input type="checkbox"/> -No community property or debts unless subsequently agreed to. <input type="checkbox"/> -Community property/debts to be itemized on a list. (Attach the list.) <input type="checkbox"/> -Each spouse's separate property/debts to be itemized on a list. (Attach the lists.) <input type="checkbox"/> -Client's compensation is <input type="checkbox"/> -community property <input type="checkbox"/> -Client's separate property. <input type="checkbox"/> -SO's compensation is <input type="checkbox"/> -community property <input type="checkbox"/> -SO's separate property.		
<b>Guaranteed Payments from one to another?</b>	<input type="checkbox"/> -Client or <input type="checkbox"/> -SO. To receive \$_____ for each year of <input type="checkbox"/> -marriage <input type="checkbox"/> -cohabitation. To be paid <input type="checkbox"/> -upon termination of relationship <input type="checkbox"/> -during marriage <input type="checkbox"/> -at death.		
<b>Attach the following lists:</b>	<input type="checkbox"/> -Name of each business to be specifically mentioned as Client's separate property. <input type="checkbox"/> -Name of each business to be specifically mentioned as SO's separate property. <input type="checkbox"/> Name and date of each trust holding Client's separate property (if any). <input type="checkbox"/> Name and date of each trust holding SO's separate property (if any).		

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### DISCUSSION QUESTIONS FOR A DOMESTIC RELATIONS PROPERTY AGREEMENT

The following questions are intended to trigger thoughts about issues to be discussed in the preparation of a property agreement between couples who are living together, engaged to be married or to become domestic partners, or have formalized a marriage or domestic partnership. For simplicity, all references to "marriage" in the balance of this document also apply to a domestic partnership, and "party" refers to each of you.

#### 3. GENERAL QUESTIONS:

- a. Are there specific assets that are to be exempt from community property laws (such as an interest in a family business) during the marriage? If so, please identify.
- b. Is any or all of a person's income going to remain separate property even though earned during the marriage? If so, please identify. (If one party has debts or the threat of lawsuits, it may be prudent to declare that the income of the non-debtor will not be community property or that no income of either party will be community property.)
- c. Are there debts and liabilities for which one of you is solely responsible? If so, please identify. (Unless you specify otherwise, it is common to include a statement that each party is responsible solely for his or her own debts and liabilities.)
- d. Are there health-care issues that should be addressed?
- e. You want to include a provision about your mutual expectations about:
  - i. Who will make money management and investment decisions?
  - ii. Limitations on a party's ability to spend community funds or incur debt without the permission of the other?
  - iii. How living expenses are going to be paid for and who is going to be responsible for what percentage?
  - iv. One party being the primary breadwinner?
  - v. One party going to college while the other party works?
  - vi. What happens if one of you becomes incapacitated?
  - vii. Filing joint or separate tax returns?
- f. If you are neither married nor involved in a domestic partnership, do you still want community property laws to apply as if you were married or in a domestic property?

#### 4. IF ONE OF YOU DIES:

- a. What assets might be claimed by both the survivor and the decedent's heirs or beneficiaries? Explain how each such asset should be handled.
- b. If you have an understanding as to the use and payment of funds from retirement accounts, life insurance, annuities, or other assets, provide the details.
- c. What is to happen to assets that are owned jointly? Indicate each asset that is to simply go to the survivor, each asset that is to be sold and the sales proceeds divided, and each asset that is to be handled differently.

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- d. Are there specific conditions or provisions that you or one of you should be required to include in a will or trust? For example, if one of you owns a home and the other party is entitled to live in it after the owner's death, a provision in a will or trust would be required to carry this out.
5. IF YOU BECOME DIVORCED OR YOUR RELATIONSHIP TERMINATES:
- a. Will all assets revert to the party that contributed them?
- b. Is one party going to pay alimony or other support to the other? If so, how is that going to be determined? How long is support going to be required to be paid?
- c. What happens to an asset owned jointly when one party paid more than 50% of the cost?
- d. If there are jointly held assets that are to be divided or sold or treated in any specific way, please specify. For example, if there is a jointly owned home, will the survivor receive full ownership, the right to live in it, or half of the sales proceeds?
- e. Do you want to provide for a lump-sum cash payment in lieu of property and support payments? If so, is it a fixed amount or based on the number of years that you spend together?
- f. Will each party pay his or her own attorneys' fees or have you agreed to something else?

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*For Office Use Only:*

TYPE:  -Prenuptial /  -Postnuptial /  -Cohabitation /  -Amendment /  -Restatement

ENGAGEMENT:                      Base Fee \$                                      Retainer Fee \$