

**PREMARITAL AGREEMENT
AND MARRIAGE CONTRACT**

This Premarital Agreement and Marriage Contract, hereinafter "Agreement," is made this _____ day of _____ 200__ between _____, hereinafter, "_____", and _____, hereinafter, "_____", who will hereinafter be collectively called "the parties."

Whereas, as of the date of this Agreement, _____ and _____ are resident domiciled inhabitants of the State of _____; and

Whereas, _____ and _____ intend to be married in the State of _____ on _____, 20__ and this Agreement is being entered into in contemplation of their marriage; and

Whereas, for purpose of this Agreement the word "marriage" will mean a recognized civil or religious ceremony before an individual duly authorized to perform such a ceremony in the jurisdiction in which it occurs, even though such marriage may be annulled or found invalid at a later date; and

Whereas, it is the intention of both _____ and _____ to abide by and be governed by Islamic Law in all personal and financial matters between them; and

Whereas, _____ and _____ have expressed their intention to each other and to their families to be obligated and bound from the date of their marriage and forever more by Islamic Law; and

Whereas, the parties intend and expect to have Muslim children born of their marital union; and

Whereas, it is the intent of _____ and _____ to define and set forth in a written contract their agreement governing the personal rights and obligations of each party during their marriage; and

Whereas, while the parties hope and intend to remain married and not to physically or emotionally hurt each other, they have agreed to fix their rights and obligations to their children, their property and to the support of one another in the event of their separation or legal termination of their marriage, and to fix their fights and obligations in their children and in their property upon death; and

Whereas, _____ and _____ not under duress or pressure and without threats or coercion, with knowledge and understanding of their circumstances, rights, obligations and liabilities, have freely and voluntarily entered into this Agreement.

Now, therefore, in consideration of the mutual promises, covenants and agreements contained herein, including the parties mutual agreement to marry each other, and for other good and

valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Recitals: The parties agree that the above detailed "Whereas" clauses shall be deemed contractual in nature and not mere recitals.
2. Choice of Law: This Agreement is based on Islamic law and jurisdiction pertaining to marriage and divorce. The Islamic law (Shari'a) based on the Holy Qur'an and the Sunnah (tradition) of Prophet Mohammad (peace be on him). Both _____ and _____ are aware of and educated in Islamic law. Both _____ and _____ will abide by Islamic law in all aspects of their marriage and in the event of any divorce. If there is any contradiction between the Islamic laws and the laws of the State of _____ the parties shall abide by the Islamic law and shall not be governed by the state law provided the same does not violate public policy or any statute imposing a criminal penalty. The laws of the State of _____ shall otherwise govern this Agreement, having been negotiated and entered into the State of _____.
3. Dispute Resolution: If there is any dispute between the parties in reference to their marital rights and responsibilities to each other, in the marriage or in the case of separation or divorce, or if there is any dispute in reference to the children's religious training, education, medical treatment, elective medical procedures, general needs, custody, social activities and contacts, or any other decision of the parties regarding the children, the same shall be referred to a Muslim scholar for the proper conclusion. The parties agree to be bound by the recommendations and decision of the chosen Muslim scholar.
4. _____'s Obligations and Rights: The following obligations are hereby imposed upon _____ from the date of marriage and for all time thereafter
 - _____ shall give a dowry as agreed between the parties.
 - _____ must treat _____ righteously.
 - _____ shall recognize that the renunciation of Islam by either himself or _____ will result in this marriage becoming terminated and invalid.
 - _____ has the right to ask _____ to stay at home and not work and _____ has the obligation to obey _____'s request.
 - _____ has the right from _____ that which is Islamically obligatory and/or acceptable pertaining to husband-wife relations.
 - _____ will protect _____'s honor and chastity.
 - _____ will not exercise his option of another wife without _____'s knowledge.
 - _____ will not refuse any request of Islamic foundation for divorce made by _____.
 - _____ is solely responsible for all financial needs of the family.

- _____ must practice good personal hygiene according to Sunnah of the Prophet (PBUH).

The failure of _____ to abide by the above points will result in separation or divorce and the custody of the children of the marriage as described below.

5. _____'s Obligations and Rights: The following obligations are hereby imposed upon _____ from the date of marriage and for all time thereafter –
- In the absence of _____, _____ in and out of the home will observe appropriate Islamic conduct with others.
 - _____ must practice good personal hygiene according to the Sunnah of the Prophet (PBUH).
 - _____ will observe appropriate Islamic dress at all times outside the house and when receiving guests.
 - _____ will observe monthly budget set by _____ and she will not make any single purchase exceeding \$100, or its equivalent, from household income without the consent of _____, but she is free to spend from her own money.
 - _____ will maintain responsibilities toward _____ and the children of the parties according to the Qur'an and Sunnah.
 - _____ will obey _____, except in matters against Islamic law and Islamic conduct.
 - _____ must follow _____ if he must move to new residence or location.
 - _____ shall be truthful and honest in all her words and dealings with _____.
 - _____ has the right to from _____ that which is Islamically obligatory and/or acceptable pertaining to husband-wife intimate relations.
 - _____ has the right to request divorce if _____ decides to practice polygamy and she is entitled to all her rights as stated in Islamic law.
 - _____ is not obligated to work outside the home and if she does she will not be required to use her income for family needs.
 - _____ shall recognize that the renunciation of Islam by either herself or _____ will result in this marriage becoming terminated and invalid.
6. Minor Children: The children of the marriage will be raised as Muslims in the home and through Islamic education.
- The children will be given good Muslim names.
 - The children will not be taken to any non-Muslim religious institution as a Christian church or Jewish temple or the like.

- The children will not attend celebrations of non-Islamic holidays such as, but not limited to, Christmas, Easter, Halloween, and Thanksgiving.
- The children will not be exposed to reading religious non-Islamic texts, scriptures, or books until they reach their adolescence.
- The children will not eat or drink any unlawful food based on Islamic law.
- The children are not to visit any non-Muslim without the presence of a Muslim guardian.
- In the event of death of either or both of the parties, then the minor children will be placed into the physical custody and possession of the remaining Muslim parent or their closest Muslim relative and never in the custody or possession of any non-Muslim family or non-Muslim institution.
- In the event of one parent is a non-Muslim or converts outside of Islam, then the minor children will be placed into the physical custody and possession of the remaining Muslim parent or their closest Muslim relative and never in the custody or possession of any non-Muslim family or non-Muslim institution.

It is expressly agreed by the parties hereto that failure of either party to abide by these obligations at any time will result in the loss of physical custody and possession of their children to their closest Muslim relative but never in the custody or possession of any non-Muslim family or non-Muslim institution.

7. Dogs & Pigs: According to Islamic law, dogs and pigs are a source of impurity and they should not enter the house except for emergencies.
- Dogs and pigs will live outside the house or in the basement.
 - No additional dogs & pigs will be purchased until space is available for them to be able to live solely outside.
 - _____ is the sole caretaker of the dogs & pigs; he/she will feed them and clean after them.
8. Divorce: According to Islamic law, a Court granted divorce is considered a first level of divorce, which has room for remarrying the same person without any condition. If either _____ or _____ indulges in acts that are forbidden by Islamic law, this will be an acceptable ground for divorce.
- If the parties separate or divorce they agree that physical custody and possession of their minor children shall be with _____, and in no event will the children be placed in any non-Muslim family home or non-Muslim state institution.
 - In the event of a separation or divorce between the parties they do now and forever hereby waive, relinquish, give up and release all claims and _____ for temporary, rehabilitative or permanent alimony, support or maintenance from the other party.

- All property owned by _____ or _____ as of the date of their marriage shall remain separate property belonging to the party in whose name the same is and the other party does hereby now and forever waive all claim and _____ to income, appreciation in value, equitable distribution or any other interest in and to said property.
- All property acquired during their marriage shall in the event of divorce belong to the person in whose name the same is titled or registered and the other party hereby forever waives and releases all claim and _____ to income, appreciation in value, equitable distribution or any other interest in and to said property.

9. Death of the parties: In the case of the death of either or both of the parties, Islamic inheritance laws will be applicable to all issues of real and personal property and pertaining to the minor children of the parties.
10. Severability of Provisions: In case of any provision or portion of any provision of this Agreement shall, for any reason, be found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had not been contained herein
11. Financial Disclosures: The parties hereto do hereby waive, release and forever give up all rights, defenses, claims and causes of action that are in any manner based on the inadequacy, sufficiency or nature of the disclosure of the property or financial obligations of the other party beyond the financial disclosures which have been provided orally by and between _____ and _____ prior to the date of this Agreement.
12. Binding Effect: The terms, covenants, and conditions herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns forever; provided, however, this Agreement shall not become effective until the marriage of the parties.

In witness Whereof, the parties hereto, intending to be legally bound by the terms of this Agreement upon their marriage, have hereunto set their hands and seals to this Agreement on the date first above written.

Signature: _____
 Name: _____

Signature: _____
 Name: _____

STATE OF _____
COUNTY OF _____

In said County on the _____ day of _____, 20__ before me personally appeared _____ and _____, to me known and known by me to be the parties executing the foregoing instrument, and they each in my presence read the instrument and signed the same as their declared free act and deed.

Signature: _____

Notary Public

My Commission expires: _____