

Sample Marriage Contract

I. The Authority

In the Name of God, our Father, and the Lord Jesus Christ, we,
_____ and _____, hereby, before
these witnesses, are joined in holy matrimony, as God intended in Genesis 2:
21-25, from this day forward until death.

The Authority in and for this marriage shall be Almighty God as
revealed in the Holy Bible, Authorized 1611 King James Version (“the
Word of God”). His words shall be final Authority in every decision and/or
dispute.

II. The parties

_____ is a man of sound mind and character,
and of lawful age, attesting to the Lordship of Jesus Christ and the
preeminence of the Word of God.

_____ is a woman of sound mind and character,
and of lawful age, attesting to the Lordship of Jesus Christ and the
preeminence of the Word of God.

III. The Benefits

Both of the parties shall have the usual and customary duties of
marriage including, but not limited to, the following:

Mutual sexual congress

It is specifically agreed that each party will endeavor to maintain high
standards of hygiene and physical fitness so as to remain attractive
one to the other.

Mutual society

Mutual rearing of children

Mutual support, including, but not limited to:

Financial: although the Husband shall be the person who works outside the home primarily so long as he is able. So long as the Husband is the party who is the primary provider of income into the home, the Wife shall be the person primarily responsible for childcare, housekeeping, cooking, and cleaning.

It is agreed that until such time as the parties have accumulated enough wealth whereby the survivor of the parties could rely on such wealth for all his or her sustenance for a period of no less than _____ years, life insurance will be acquired and paid for to provide enough money for said term of sustenance.

Moral: By example and by exhortation.

IV. The Prohibitions

The following activities or behaviors shall be considered violations of the marriage contract:

Adultery:

Adultery is defined as any sexual activity or conduct with any person or persons not a party to this agreement.

Abandonment:

Abandonment shall be defined as either the filing in state court of any instrument seeking either legal separation or legal dissolution of the marriage, or desertion from the marital home for a period of no less than six months - whether support is paid by the deserting party or not.

Abortion:

Abortion shall be defined as the deliberate termination of the life of a child after fertilization by any means, or the use of abortifacient birth control chemicals or devices.

Assault against a party or child of this marriage:

Assault is defined to be injurious or potentially injurious unwanted physical contact. A child of this marriage shall include any child of either party who is living with the parties and any adopted child.

Criminal behavior:

Criminal behavior shall be defined as one party's willful and ongoing activities in violation of law such as would subject that party and/or the household to criminal sanctions and incarceration.

Dangerous behavior:

Dangerous behavior shall be defined as one party's willful participation in behavior that has not been agreed upon by both parties that subjects the other party and/or the household to physical danger.

Ejection:

Ejection shall be defined as one party's ejection of the other party. Ejection is the removal of the other person from the marital home. Ejection need not be by force to be prohibited by this agreement. Ejection may be demonstrated by removal of the other party's personal property from the marital home, the changing of the locks, or the mere demand by one party that the other party leave the marital home.

Habitual drunkenness or drug intoxication:

Habitual drunkenness or drug intoxication, whether criminal or not and whether the result of an illness or not is prohibited. Habitual drunkenness or drug intoxication shall be deemed to include a party's being under the influence of alcohol or drugs to a noticeable or perceptible degree more often than ____ days per month.

It is specifically agreed and understood that becoming physically or mentally ill is not prohibited conduct. The other party's becoming physically or mentally ill is not, in itself, prohibited by this contract and cannot be the basis for seeking a remedy under this contract.

It is specifically agreed and understood that becoming financially poor is not prohibited conduct.

V. To Whom Appeal is Made

The first appeal, when one party believes the other party has violated the prohibitions above, shall be in accordance with Matthew 18: 15-18, that is, the offended party shall take the matter to the accused party.

If no resolution results from the first appeal, may demand physical separation from the accused party. See “The remedies” below.

If no resolution results from the first appeal, the offended party shall take the matter to the accused party with two or three impartial witnesses. Members of either party’s family are not impartial, neither are friends of either or both parties.

If no resolution results, the offended party shall call for a 1 Corinthians 6: 1-5 panel to judge the matter. Such a panel shall be conducted strictly in accordance with biblical guidelines in 1 Corinthians 6: 1-5. The panel shall consist of three bishops or deacons (“elders”) of the Christian church who are in conformity with 1 Timothy 3: 1-13. Each party shall choose one of two elders from the church at which the parties have been attending within the last year (or one from each church, if the parties attend different churches). A third elder shall be chosen by agreement between the other two. If the accused party refuses to select an elder, then the elder selected by the offended party shall select two other impartial elders for the panel.

The proceedings of the panel shall be recorded to whatever extent possible.

The standard of proof shall be preponderance of the evidence.

If a party is found to be at fault, the panel shall render a decision in writing concerning separation or divorce, concerning financial support, and concerning physical custody of the children.

All decisions of a 1 Corinthians 6 panel shall be binding upon the parties for permanent separation or divorce.

The prevailing party shall file a civil action in state court to memorialize and publish the 1 Corinthians 6 panel's decision. The non-prevailing party specifically agrees to allow the prevailing party to win a default judgment in the civil action in state court or to pay the prevailing party's attorney fees incurred in the civil action in state court.

VI. The Remedies

Resolution and reconciliation:

Resolution and reconciliation shall be defined as counsel from godly ministers, of sound mind and character and believers in the Word of God, in any attempt to resolve circumstances and issues related to any violation of the above prohibitions.

Separation:

Separation shall be defined as the leaving of or removal of one party at the demand of another party based upon allegation(s) of violation(s) of the contractual prohibitions above. Where physical separation is initiated, the accused party shall leave the domicile, especially where children are part of the household. Upon separation, all financial support customarily made by the accused party, shall continue. Physical custody of any children shall remain with the offended party. The separation demanded, unless otherwise agreed upon or ordered, shall last no longer than 90 days unless the allegation(s) are verified by preponderance of the evidence before either a 1 Corinthians 6 hearing or in a state court of law. Resolution and reconciliation may proceed by mutual agreement. Upon a showing that the allegation(s) of contractual prohibitions are true, either to a 1 Corinthians 6 panel or a state court, the separation will be deemed permanent, subject to future consideration, resolution, and reconciliation initiated by the prevailing party. In the event of permanent separation, all the usual and customary financial support for the household, including any children, provided by the non-prevailing party shall continue unabated. The prevailing party, may, under the laws of the state of residency, file with the state for a civil separation. The non-prevailing party shall not contest the civil separation, the support agreements herein, or the child custody agreements herein in state court.

Divorce:

Divorce shall be defined as the complete dissolution of this marriage contract and may only be sought by a party claiming and showing a violation of the contractual provisions against adultery, abandonment, or abortion. Initial separation shall follow the procedure above. Financial support shall follow the procedure describes in the separation section above. After trial to a 1 Corinthians 6 panel, the prevailing party may, if a state marriage license has been obtained, file for a civil dissolution in state court.

VII. Witnesses and abuse of process

If the 1 Corinthians 6: 1-5 panel determines by clear and convincing evidence that a party has been untruthful or has induced a witness to be untruthful in any proceeding before the panel, said party shall be deemed guilty of abandonment.

If the panel deems that a party has repeatedly engaged the process without just cause, that party shall be deemed guilty of abandonment. For purposes of this paragraph, "repeatedly" shall be no fewer than three times.

The undersigned parties do hereby agree to the terms of this contract.

Husband

Wife

The undersigned do hereby witness the agreement of the parties.

Witness

Witness

Subscribed before me this ____ day of _____, 200__.

Notary Public for the State of _____