Mary's Advocates
2721 Wagar Road ❖ Rocky River, OH 44116 ❖ 330-690-8942

# True Marriage Proclamation Set

**Have you thought about signing your wedding promises as a keepsake?**

**What are a bride and groom promising when they marry?**

Some say husband and wife agree to be married until one wants out for any reason whatsoever; thereafter, property is split 50/50, and a civil judge decide who pays support.

**Christian and Catholic Marriage conflicts are managed differently.**

The state requires a bride and groom to get a state marriage license when contracting marriage, but the stat does not require parties to sign the terms of their own marriage agreement.

**Those wanting Christian Marriage should sign a True Marriage Proclamation Set.**

http://marysadvocates.org/resources/true-marriage-proclamation-sets/

**Do It Yourself:** The *True Marriage Proclamation Set* attached contains two parts: 1) signed marriage promises from the Catholic Order of Celebrating Matrimony; and 2) an 8-page document with signers agreeing to uphold obligations in accordance with the Catholic Code of Canon Law, and designate the ecclesiastic authority as the arbitrator to interpret and apply canon law to the couple's circumstances.

**Custom Made**: Mary's Advocates will produce your *Solemn Marriage Covenant,* with fade resistant ink to last a lifetime on handmade paper with naturally frayed edges. Sets are available for signing on the wedding day, or years later when renewing marriage promises.

## I. COVENANT IN ANTICIPATION OF MARRIAGE

**1. Covenant**

This agreement is made on the _____ day of _____, 20_____,

in the City of _____, State/Province of_____, between

_____ the husband-to-be,

who presently lives at_____ and

_____ the wife-to-be,

who presently lives at_____.

**2.** The parties to this covenant expect to be married on _____ [date],

_____ [year], at _____ Catholic Church or

other place in _____ [location]. The parties understand that holy matrimony is a solemn undertaking. Since the parties wish to come freely and establish and acknowledge their marriage before God and the Catholic Church, they also wish to have their Catholic marriage recognized by all legal jurisdictions, foreign and domestic. They understand and agree that they will submit to the Catholic Church's teachings and Canon Law as the basis of their understanding of the legal duties and responsibilities in marriage. Moreover, each of them understands that their marriage, and the agreements hereunder may be defended by the Catholic Church. The parties enter this Agreement in anticipation of marriage, with the intention that their marriage will endure so long as both are alive.

**3. Consideration** – This Agreement is made in consideration of the mutual promises of the parties contained in this Agreement and in their wedding promises.

If, for any reason, the marriage ceremony does not occur, this Agreement will be of no force or effect.

**4. The parties agree as follows:**

a) **Separate Property** – After their wedding, both parties shall share all property, and other material goods acquired by each prior to the marriage as marital property.

b) **Marital Property** – Any property, or income from property (including salary), which either party acquires during the term of this agreement will be regarded as and will become

TRUEMARRIAGE

marital property. In addition, all educational achievements and benefits appertaining thereto, businesses, or anything of value of any kind is to be considered marital property.

c) **Debts** – Any debts acquired before or during the marriage shall be the joint obligation of the parties. Each of the parties hereby declares that he/she has disclosed in good faith all debts owed and all unadjudicated torts for which he/she may be liable.

Nevertheless, nothing herein shall be deemed to change the obligation created by law, absent this agreement, of either party to this agreement regarding obligations accruing before the wedding.

d) **Support and Household Expenses** – The parties agree that as long as the Catholic Church accords the presumption of validity to their marriage, they continue to be married (as understood by the Catholic Church) and they shall be mutually responsible for the support of each other.

e) **Household Tasks** – The parties recognize the need for the allocation of time, talent and labor for household tasks. They understand that the care of the household, other dependents, and the care of children are of indeterminable value and real value to the parties. Therefore, insofar as either or both of the parties shall take on such tasks, the other party and both parties understand that such involves the foregoing of remunerative tasks and obligates each of them to care for the party who has forsaken remuneration for the mutual good of both parties. Accordingly, each party, especially the spouse with greater earning potential or financial assets, understands that his/her obligation to care for his/her spouse may endure during the life of the other spouse.

f) **Will** –The parties agree that they will each make a will stipulating the other as the sole legatee and beneficiary of each other's estate, with due regard being made for the support of the children.

g) **Life Insurance** – The parties agree that as soon as possible after they marry they will make each other the sole and primary beneficiary on any life insurance policies they own prior to the marriage. The parties further agree to make each other the sole and primary beneficiary on any life insurance policies made upon them. However, the parties understand that for financial reasons, other arrangements such as trusts may be established. Such trusts or other financial arrangements shall be made with the intent of a total sharing of property between the spouses.

**5. Children**

a) **Having and Raising Children** – The parties agree that they are both open to having children. Each of them agrees that he/she has hidden nothing from the other party regarding his/her ability to have children. The parties further recognize that they will both have rights

TRUEMARRIAGE

and responsibilities in relation to the raising of children in accordance with the teaching and discipline of the Catholic Church. Specifically, the parties understand that should problems occur with regard to the raising and discipline of children that, absent legitimate substantial concerns for the children's physical safety, their religious formation and upbringing are a foremost issue for consideration.

b) **Adoption** – The parties agree to forego using fertility methods forbidden by the Catholic Church, such as in vitro fertilization, but will consider adoption.

c) **Religion of Children** – The parties agree that all children born of this marriage, and adopted during this marriage shall be baptized, raised, and educated solely in the Catholic faith.

**6.** **Persons Bound** – The parties and their respective heirs, devisees, legatees, administrators, executors, guardians, successors in interest, and assigns, shall be bound by the provisions of this Agreement.

**7.** **Superior to Civil Divorce** – The parties agree and understand that should either party undertake civil action regarding the marriage that all agreements in this Covenant should be used to determine all incidents of such divorce including the proper care and custody of the children.

**8.** **Representation by Independent Counsel** – Each party acknowledges that he or she has been given an opportunity, prior to executing this document, to consult with a legal advisor [both civil and canonical] and with a spiritual advisor.

**9.** **Entirety** – This Agreement contains the entire understanding of the parties, and no representations or promises have been made except as contained in this Agreement. This agreement is intended to incorporate by reference the teachings and disciplines of the Catholic Church including its Canon Law and the Catechism of the Catholic Church.

**10.** **Severability** – If any term, provision, covenant, or condition of this Agreement is held by a court or tribunal of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**11.** **Waiver of Breach and Subsequent Breaches** – Waiver of any breach of this Agreement does not constitute approval or waiver of subsequent breaches.

**12.** **Amendments and Modifications** – Amendments and modifications of this Agreement must be written and executed in the same manner as this Agreement. However, no agreement to change

TRUEMARRIAGE

the terms of this agreement can be made that would change the essential nature of the Catholic Marriage entered into.

13. **Further Assurances** – Each party agrees to perform such acts and to deliver such instruments, as the other shall reasonably request, for the purpose of effectuating the provisions of this Agreement in accordance with its spirit and intent.

14. **Topic Headings** – Topic headings appearing in this Agreement shall be used for descriptive purposes only and shall have no substantive effect.

15. **Effective Date** – This Agreement shall take effect on the solemnization of the wedding now contemplated by the parties.

16. **Governing Law** – This Agreement is to be governed by the laws of the Holy See and is under the jurisdiction of the Holy See and the Dioceses established by it. If such jurisdiction is unavailable, the jurisdiction shall be the State of _____ and the state in which parties reside thereafter.

Executed at _____ [city], _____ [state], on the day and year first above written.

_____ [signature]

_____ [printed name of future husband]

_____ [signature]

_____ [printed name of future wife]

TRUEMARRIAGE

## II. ARBITRATION AGREEMENT BETWEEN HUSBAND AND WIFE

Memorandum of Covenant made this _____ day of _____, 20_____,

in the City of _____, State/Province of_____, between

_____ the husband-to-be,

who presently lives at_____ in

the Diocese of _____ and

_____ the wife-to-be,

who presently lives at_____ in

the Diocese of _____.

**1.** Should a dispute arise between the parties after they are married, so that either or both of them no longer wish to live together as husband and wife, each and both of them agree to refer their marital dispute to the Catholic diocese in which they currently reside or the diocese where they were married or reside at the time the consultation is sought unless another diocese is agreed upon. If the Catholic Bishop or his mandated delegates cannot or will not provide such timely consultation or if the Catholic Church chooses to seek consultive help, the dispute will be determined by arbitrators appointed by Mary's Advocates, including, but not limited to, the Institute for Christian Conciliation, its successors and/or assigns and/or the proper authorities of the Catholic Church for a binding decision (hereinafter referred to as the "panel"). Each of the parties agrees to and has the right to appear in person before the panel at the demand of the panel or the other party.

**2.** The decision of the panel shall be fully enforceable in any court of competent jurisdiction.

**3.** (a) The parties agree that they will be bound by and authorize the panel to decide all issues relating to their marriage as well as any issues arising from this Covenant. In the case that a Mary's Advocates panel is convened, it will refer all matters regarding the validity of the marriage to the Catholic Church and its tribunals.

(b) The parties agree that they will be bound by and authorize the panel to make decisions regarding any monetary disputes that may arise between them.

(c) The parties agree that they will be bound by and authorize the panel to make decisions regarding issues of child support, visitation, custody of any children, education, upbringing and any other matter concerning the children in order to effectuate their agreement to raise the children as Catholics.

TRUEMARRIAGE

**4.** Failure of either party to perform his or her obligations under this agreement shall make that party liable for all costs awarded by either the panel or a court of competent jurisdiction, including reasonable attorneys' fees, incurred by one side in order to obtain the other party's performance of the terms of this agreement.

**5.** (a) In the event any of the panel members are unwilling or unable to serve, then their successors shall serve in their place. If there are no successors, Mary's Advocates will at the time of the arbitration choose a panel. The decision of the panel shall be made in accordance with the terms of this covenant and the laws of the Catholic Church and/or the general principles of arbitration and equity customarily employed by the Catholic Church and/or arbitrators appointed by Mary's Advocates. A panel of the Catholic Church will use its own procedure.

(b) At any time, should there be a division of opinion among the members of the panel, the decision of a majority of the members of the panel shall be the decision of it. Should any of the members of the panel remain in doubt as to the proper decision, resign, withdraw, or refuse or become unable to perform duties, the remaining members shall render a decision. Their decision shall be that of the panel for the purposes of this agreement.

(c) In the event of the failure of either party to appear before it upon reasonable notice, the panel may issue its decision despite the defaulting party's failure to appear.

**6.** This agreement constitutes a fully enforceable arbitration agreement.

**7.** Each of the parties understands that this agreement shall be enforceable by either of the parties to this covenant as well as by a diocesan Promoter of Justice, Defender of the Bond, or arbitrators appointed by Mary's Advocates not contrary to the Catholic Church or its designated authorities.

**8.** Each party understands that this agreement and the Covenant agreement are to be recognized at least as arbitration agreements under domestic law. Moreover, each party wishes this agreement to be determined by and subject to the teachings of the Catholic Church and the Code of Canon Law as if such agreement were made under the jurisdiction of the Catholic Church.

**9.** Each party recognizes that the Catholic Church and/or arbitrators appointed by Mary's Advocates may tax the costs of any such arbitration upon the parties. Moreover, each of the parties hereby agrees that in consideration of the Catholic Church and/or arbitrators appointed by Mary's Advocates agreeing to arbitrate, that each of the parties hereby contracts with arbitrators to pay such above costs.

**10.** The parties acknowledge that each of them have been given the opportunity prior to signing this agreement to consult with their own spiritual advisor and legal advisor.

TRUEMARRIAGE

**Attestation** [Include attestation and/or acknowledgment, as required.]

On _____ [date],

_____ and

_____ [names of prospective spouses], known to us to be the persons whose signatures appear at the end of the foregoing Agreement, signed the Agreement in our presence and, at their request and in their presence and in the presence of each other, we now sign our names as attesting witnesses.

_____ {signature]

_____ [printed name]

_____ [signature]

_____ [printed name]

**Acknowledgement**

STATE OF _____ COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the County and State designated above, appeared

_____ and

_____ [names of parties],

this _____ day of _____ [month and year], and severally acknowledged, under oath, the execution of the foregoing Antenuptial Agreement to be their free and voluntary act and stated that the statements in the Agreement, including the statements of property attached as Exhibits A and B, are true and correct according to the best of their knowledge and belief.

TRUEMARRIAGE

**Certification of Attorney for Future Husband** [Optional]

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 future 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

_____ [name of future husband], 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]

_____ [print name]

Attorney for _____ [name of future husband]

**Certification of Attorney for Future Wife** [Optional]

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 future 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

_____ [name of future wife], 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]

_____ [print name]

Attorney for _____ [name of future wife]

[THIS "COVENANT IN ANTICIPATION OF MARRIAGE" AND "AGREEMENT TO ARBITRATE" SHOULD NOT BE DEEMED LEGAL ADVICE OF ANY TYPE. THOSE RECEIVING THIS FORM SHOULD CONSULT WITH AN ATTORNEY FAMILIAR WITH THE LAW IN THE STATE IN WHICH PARTIES MARRY.]

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TRUEMARRIAGE

**Solemn Marriage Covenant**

I come of my own free will to give myself to you in marriage.

I promise to love and honor you as my spouse for as long as we both shall live.

I promise to be faithful to you in good times and in bad, for better, for worse, for richer, for poorer, in sickness and in health, until death do us part.

I promise to accept children lovingly from God and bring them up according to the Law of Christ and his Church.

I give you a ring as a sign of my love and fidelity in the name of the Father, and of the Son and of the Holy Spirit.

I ask the Lord in His kindness to strengthen our consent and graciously bring to fulfillment his blessing within us.

I promise and agree that this solemn marriage and the promises made herein are to be observed according to the teaching and authority of The Holy Roman Catholic Church.

| | |
|---|---|
| _____ signature of groom | _____ signature of bride |
| _____ printed name groom | _____ printed name bride |
| _____ signature of witness | _____ signature of witness |
| _____ printed name witness | _____ printed name witness |
| _____ signature of priest/deacon | _____ date |
| _____ printed name priest/deacon | |

Name of Church: _____

City, State: _____

**What God Hath Joined Let No Man Put Asunder**

TRUEMARRIAGE