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## **MARRIAGE CONTRACT**

The marriage contract is an agreement between the persons who have applied for marriage registration and the spouses.

The marriage contract is concluded at the request of the parties both before the registration of the marriage and at any time after its registration by the spouses. The conclusion of a marriage contract before marriage registration, if a minor is a party to it, requires the written consent of his parents or guardian, certified by a notary. The marriage contract cannot regulate personal (non-proprietary) relations of the spouses, as well as personal (non-proprietary) relations between them and children.

The marriage contract provides for the property rights and obligations of the spouses, in particular issues related to the ownership of movable and immovable property acquired before and during the marriage, property received as a gift or inherited by one of the spouses, issues related to the maintenance of the spouses, as well as the property rights and obligations of the spouses as parents and others.

The spouses separately determine the legal regime of marital property - which property acquired during the marriage will be joint and which will be separate.

The marriage contract may address the issue of debt repayment at the expense of joint or separate property. The spouses may also provide in the contract for the recovery of alimony or refusal of alimony.

The marriage contract regulates only property relations (rights and obligations) between the spouses, or between those who have been married for a long time, determines their property rights and obligations, as well as the property obligations of the spouses as parents.

In addition, part five of Article 93 of this Code stipulates that the marriage contract may not transfer to the ownership of one of the spouses real estate and other property,

the right to which is subject to state registration. If, for example, a husband wishes to give his wife a house, it must be formalized by a deed of gift and cannot be one of the conditions of the marriage contract.

Since the marriage contract is an act of free will, the parties may include in it other conditions of a property nature that do not contradict the general principles of regulation of family relations, as defined in Article 7 of the Family Code.

The marriage contract may also contain provisions on the non-extension to the property acquired by them during the marriage, provisions on joint ownership and consider this property as joint partial property or personal private property of each of them.

In the marriage contract, the parties may provide for the use of property owned by both or one of them to meet the needs of their children, as well as other persons. For example, it is possible to include in the contract a provision that the spouses undertake to support disabled parents, one of them, or children born out of wedlock, to provide these persons with financial assistance and/or to provide them with the opportunity to live with the spouses by allocating a separate room in the house or apartment, etc.

Despite certain psychological, emotional reservations, the marriage contract performs an important educational, disciplining function, and therefore the expansion of the practice of its conclusion deserves support.

If, for example, the contract stipulates that in case of alcohol abuse or unwillingness to participate in housekeeping, the husband will be deprived of the right to live in his wife's apartment, such an unpleasant prospect will stimulate him to behave properly in the family.

In the marriage contract, the husband may oblige the wife to be economical with the family budget, to keep records of expenses incurred for a certain amount and to inform him about these expenses. The wife may oblige the husband to ensure that his family lives in a separate apartment or house, separately from his parents.

However, in practice, the marriage contract is primarily used not to regulate cohabitation and use of property, but in the event of termination of the marriage relationship. Therefore, of course, the marriage contract can determine the possible procedure for the division of property, including after divorce. In this case, in the event

of divorce, you can avoid lengthy litigation for the division of property, having more chances to maintain good relations after the divorce.

The conclusion of a marriage contract is not an obligation, but a mutual decision of persons to resolve family life issues at their own discretion.

One of the new provisions of the Family Code of Ukraine is that a marriage contract can be concluded not only before marriage, but also during marriage. The Marriage and Family Code of Ukraine gave the right to conclude a marriage contract only to persons who are not yet married.

Before the conclusion of the marriage contract, the notary to whom the young couple applied must explain to the parties the main provisions of the marriage contract, the rights and obligations of the parties. Article 94 of the Family Code of Ukraine provides that the marriage contract shall be concluded in writing and notarized. At the same time, both public and private notaries can certify the marriage contract.

The marriage contract is made in three copies, one of which is kept in the files of the notary office, and the other two are issued to each of the spouses.

Regarding the entry into force of the contract, Article 95 of the Family Code of Ukraine stipulates that if the marriage contract is concluded before the registration of the marriage, it enters into force on the day of marriage registration. If the marriage contract is concluded by the spouses, it comes into force on the day of its notarization, which should be indicated in the text of the contract.

Article 94 of the Family Code does not determine the consequences of non-compliance with the requirement of notarization of the contract. In this situation, Article 220 of the Civil Code of Ukraine will be subject to subsidiary application. The provisions of the marriage contract may not relate to the resolution of non-proprietary (personal) issues.

The marriage contract may establish the general term of its validity, the duration of certain rights and obligations. The validity of the contract or its individual terms may be established even after the termination of the marriage.

The legislator has established the possibility of amending the marriage contract. Moreover, unilateral change of the terms of the marriage contract is not allowed. The marriage contract can be changed by the spouses. The agreement on the change of the

marriage contract is also notarized.

At the same time, at the request of one of the spouses, the marriage contract may be amended by a court decision if it is required by his interests, the interests of children, as well as disabled adult daughters, sons, which are of significant importance. Also, in accordance with Article 102 of the Family Code, at the request of one of the spouses, the marriage contract may be terminated by a court decision on grounds of significant importance, in particular in case of impossibility of its implementation. At the request of either spouse or another person whose rights and interests are violated by this agreement, the marriage contract may be declared invalid by a court decision on the grounds established by the Civil Code of Ukraine.

Spouses have the right to withdraw from the marriage contract. In this case, the rights and obligations established by the marriage contract shall be terminated on the day of submission to the notary of the application for its withdrawal.

#### *Literature*

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