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Marriage contracts *

A right to the conclusion of marriage contract, practice of application of which a long ago has been developed in other countries, in particular, the ones with anglo-saxon law system, appeared in Ukraine in 1992, with bringing of changes in operating then Code about marriage and family, adopted in 1969. However without regard to the accepted in 1993 order of their conclusion, ratified by Decision of Cabinet of Ministers from June, 16 in 1993, the mechanism of their application and maintenance was incomprehensible up to acceptance of a new Family code which in st.st. 92-103 of the Chapter 10 casted light in this question.

Schematically essence of marriage contracts in accordance with the Ukrainian legislation can be laid out thus:

1. Who can conclude a marriage contract:

- Persons which handed in an application about registration of marriage
- Persons which are already found in marriage (the married couple)

2. Form of conclusion:

written form, with notarial certification

3. Term of action: fully at discretion of sides, the different right and duties can proceed a different time, even after dissolution of marriage

4. Table of contents of contract:

- Questions which are subject to regulation in the marriage contract:

- property relations between the married couple
- property relations of the married couple as parents

That is a marriage contract can contain such terms:

1)law mode of property (whether the wedding presents, property brought by one of the married couple in family and property acquired in marriage will be private ownership of one of the marriage couple or common property with or without certain parts)

2)division of property at dissolution of marriage

3)order of the use of property for providing of children or third persons (for example selection of some sum from family finances on maintenance of the disabled parents)

4)order of moving in and the eviction of one of the married couple in the apartment of other (for example it is possible to agree that in case of divorce ex-husband is evicted from the apartment of former wife with or without monetary compensation for the use of the apartment)

5)order of residence of relatives (it is also possible to agree about moving in of ,for example,mother-in-law in order to receive help in bringing up children until they are not grown up)

right to maintenance of one of the married couple (terms, terms and size), its grounds of origin and stopping

* Information is given according to the Ukrainian legislation valid on the 01. 12. 2006 .

- Questions which can not be a subject to regulation :
 - the personal relations of the married couple (like the obligatory choice of the last name of man or obligatory birth of son)
 - the personal relations of parents and childrenAlso marriage contract can not contain conditions that
 - 1) limit or narrow volume of rights for a child (for example, position about the waiver of alimonies in the case of divorce)
 - 2) put one of the married couple in extraordinarily unprofitable material position
 - 3) give in the private ownership of the second from the married couple the real estate (because its transmission is subject to notarial certification and separate subject of taxation)

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