



**HUSSEINI**  
**ISLAMIC CENTER**  
 OF FLORIDA

**MARRIAGE AGREEMENT, CONSENT AND CONTRACT**

In His Name, The Beneficent, The Merciful

*“And Among His signs is that He created mates for you from among yourselves so that you may find tranquility in them; and He placed between you love and compassion. In these are the signs of people who reflect.” (The Qur’an 30:21)*

**All fields must be typed**

**SECTION I – AGREEMENT**

This agreement made on the \_\_\_\_\_ day of the \_\_\_\_\_ in the year \_\_\_\_\_ between the Bridegroom and the Bride outlined below. Both parties enter into this agreement on their free will and accord having read and agreed to the conditions specified therein by the way of signing each term or part.

**SECTION II – COUPLES**

**BRIDEGROOM**

**BRIDE**

First Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Father’s Name: \_\_\_\_\_

Father’s Name: \_\_\_\_\_

Mother’s Name: \_\_\_\_\_

Mother’s Name: \_\_\_\_\_

Family Name: \_\_\_\_\_

Family Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone#: \_\_\_\_\_

Telephone#: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*The above information is true and to the best of my knowledge*

*The above information is true and to the best of my knowledge*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Bridegroom: \_\_\_\_\_

HIC Official: \_\_\_\_\_

Bride: \_\_\_\_\_

*(all pages must be initialized)*

**SECTION III – CONSENT**

Authority appointing agent/representative to solemnize for Nikah:

**BRIDE:**

I, the undersigned, \_\_\_\_\_,  
daughter of \_\_\_\_\_,  
follower of the Shia Ithna Asheri Ja'afari faith, of my free will and accord appoint as my agent/representative (Wakil)  
\_\_\_\_\_ to solemnize my  
marriage to \_\_\_\_\_, son of  
\_\_\_\_\_, in accordance with Islamic Law at  
an agreed Mahr of \_\_\_\_\_.

**Bride's Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Witness Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Bride's Guardian:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**BRIDEGROOM:**

Check here if appointing representative

I, the undersigned, \_\_\_\_\_,  
son of \_\_\_\_\_,  
follower of the Shia Ithna Asheri Ja'afari faith, of my free will and accord appoint as my agent/representative (Wakil)  
\_\_\_\_\_ to solemnize my  
marriage to \_\_\_\_\_, daughter of  
\_\_\_\_\_, in accordance with Islamic Law at  
an agreed Mahr of \_\_\_\_\_.

Check here if solemnizing Nikah yourself

**Bridegroom's Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Witness Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Bridegroom: \_\_\_\_\_ HIC Official: \_\_\_\_\_  
Bride: \_\_\_\_\_ (all pages must be initialized) Page 2 of 7

**SECTION III – RECITEL**

This Marriage Contract is drawn on free will and accord between the Bride and the Bridegroom hereby known as Husband and Wife at the time of the solemnization of the marriage in accordance with the rites of Shia Ithna Asheri Ja'afari faith of Islam.

**SECTION IV – HEALTH CLEARANCE**

Both the Groom and Bride have provided the necessary Health Clearance Certificates/Results to the Jamaat through its appointed medical personal. Mandatory testing includes HIV/AIDS and Thalassemia. This is to certify that all results/certificate provided are authentic.

\_\_\_\_\_  
Name of HIC Official

\_\_\_\_\_  
Signature of HIC Official

**SECTION V – MARRIAGE CONTRACT OPT OUT**

(DO NOT FILL SECTION V IF ENTERING INTO A MARRIAGE CONTRACT IN SECTION VI)

We, \_\_\_\_\_ (Husband) and  
\_\_\_\_\_ (Wife), hereby opt  
out of the marriage contract as described in **SECTION VI**.

**Bridegroom's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Parent/Guardian:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Bride's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Parent/Guardian:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Bridegroom: \_\_\_\_\_

HIC Official: \_\_\_\_\_

Bride: \_\_\_\_\_

*(all pages must be initialized)*

**SECTION VI – MARRIAGE CONTRACT**

(DO NOT FILL SECTION VI IF OPTED OUT)

**Both Husband and Wife MUST initial each of clause crossed out or conditions added in this section:**

1. We, the above mentioned Husband and Wife, whose signatures are appended herein in this contract, professing the Shia Ithna Asheri faith of Islam have agreed to take each other as marriage partners on our own free will and accord without any duress whatsoever based upon the principles of love and compassion with fervent prayers that our bondage lasts till death do us part.
2. It is hereby agreed by both of us, the Husband and Wife, that the distribution of assets shall be as follows in the case of dissolution of the marriage:
  - i. Everything possessed by either spouses before marriage (Nikah) shall remain their personal properties.
  - ii. Everything inherited by either spouse before or after marriage (Nikah) shall remain their personal properties.
  - iii. Exchange of gifts between us as well as the gifts given to us by our respective parents, friends and relatives at the time of matrimony and thereafter shall always be considered to be our respective individual properties and they shall not be subject to recall at any time whatsoever even at the time of parting ways in the event of dissolution.
  - iv. It is recommended that the Husband and Wife enter into a written agreement at the time of the Marriage on the distribution of joint financial accounts and joint property ownership. In case of lack of such written agreement, the distribution of the joint financial accounts and joint property ownership shall be divided equally between Husband and Wife.
3. It is hereby agreed that the Husband hereby delegates to the Wife an irrevocable right/authority to appoint an Agent/Representative (Wakil) for divorcing her on behalf of the Husband which right/authority can only be exercised by her with the written consent of the Jamaat in the city/town where the couple have been resident or where the marriage has been solemnized after having exhausted all possible avenues for reconciliation and which consent can be granted by the concerned Jamaat and/or Jamaat's Conciliatory Board without further reference to the Husband if the marriage is found to be untenable under the following circumstances:
  - i. If the husband marries another woman in a permanent marriage without written permission of the wife named in this marriage contract.
  - ii. If the Husband at his own behest divorces the wife in a civil court and does not give her Shar'i Talaq (divorce) as required under the tenets of Islam.
  - iii. If the Husband is unable or unwilling to consummate the marriage for six months continuously.
  - iv. If the Husband becomes insane, incurably impotent, or has contracted incurable contagious disease, like (but not limited) to HIV/Aids and/or leprosy.

Bridegroom: \_\_\_\_\_

HIC Official: \_\_\_\_\_

Bride: \_\_\_\_\_

*(all pages must be initialized)*

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- v. If there is reasonable evidence to prove that the Husband is addicted to illegal drugs and intoxicants.
- vi. If the Husband disappears or abandons the wife or does not provide for shelter and maintenance to the wife and children (if any) for six months continuously.
- vii. If there is reasonable evidence that the Husband psychologically and/or physically abuses the wife to such an extent that the wife finds it unbearable to continue the marital relationship.
- viii. If the Husband demands and/or compels his wife to perform major sin/s expressly forbidden in the Holy Quran.
- ix. If the Husband abandons the Shia Ithna Asheri faith of Islam.
- x. If the Husband is imprisoned for a continuous period of four years or more.

**Note:**

*In cases other than above where the wife deems it necessary to ask for a divorce, guidance should be sought through the Jamaat and/or the Resident Alim from a designated Wakil of the Marja who has been authorized by the Marja e Taqleed to deal with such matters.*

- 4. If the Husband initiates the divorce, then the Husband will give his wife \_\_\_\_\_ (1/4, 1/3 or 1/2) of all the possessions acquired during the marriage period. In case of dispute about the cause of divorce, the Shia Ithna Asheri religious authority (Resident Aalim, Marriage Sub-Committee or Arbitration Board) will determine whether the divorce was initiated by the Husband or Wife.
- 5. It is understood by us, the Husband and Wife that the Father is responsible for providing for the child even when the mother has the custody.
- 6. It is hereby furthermore agreed by both of us that we shall always adhere to and comply with all the Fiqhi (jurisprudential) rules and regulations related to marriage and divorce as prescribed by our respective Marja-e-Taqleed and seek further guidance through the Jamaat from the Marja or their Special Representatives as and when needed.
- 7. We, the Husband and Wife conclude by offering sincere prayers to Allah (s.w.t.) that He may grant us the wisdom and courage to cement our matrimonial bondage full of love and compassion, Ameen.
- 8. This agreement constitutes the entire agreement between the bride and the groom, and cancels and supersedes any prior understandings and agreements between them. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed or implied, between the Bride and the Groom other than expressly set forth in this agreement.
- 9. This agreement shall endure for the duration of the marriage of the Bride and the Groom.
- 10. If any provision of this agreement is found to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions of the agreement shall continue in full force and effect.

Bridegroom: _____	HIC Official: _____
Bride: _____	(all pages must be initialized)
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11. No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by either wife or husband, shall be binding unless executed in writing by both wife and husband to be bound thereby.

**The following are additional conditions stipulated and agreed between THE HUSBAND AND WIFE:**

(must be initialed by Husband and Wife):

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**CONCLUSION**

IN WITNESS WHEREOF, we the Bridegroom and the Bride hereby known as the Husband and the Wife have on our own will and accord, agreed to the terms and conditions contained in this Marriage Contract and have attested our initials on every page of this Marriage Contract in the presence of witness prior to the solemnization of our marriage on \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
Signature of Bridegroom (Husband)

\_\_\_\_\_  
Signature of Bride (Wife)

\_\_\_\_\_  
Name of the Bridegroom (Husband)

\_\_\_\_\_  
Name of the Bride (Wife)

\_\_\_\_\_  
Signature of the Witness of Bridegroom (Husband)

\_\_\_\_\_  
Signature of the Witness Bride (Wife)

\_\_\_\_\_  
Name of the Witness of Bridegroom (Husband)

\_\_\_\_\_  
Name of the Witness Bride (Wife)

Bridegroom: _____	HIC Official: _____
Bride: _____	Page 6 of 7

*(all pages must be initialized)*

**SECTION VII – NOTES**

A. Mahr

- a. The Mahr is mandatory and should be paid by the Husband to the Wife prior to the consummation of the marriage or thereafter as and when demanded by the Wife.
- b. Mahr can be in the monetary form or other forms of gifts.
- c. Let the Mahr be a true consideration from the groom to the bride, and not a financial security certificate for after divorce. Muslims, women and men alike, must realize that getting anything from one’s spouse in form of spousal support or alimony through civil courts will not make it legitimate from the religious point of view. It will be considered Ghasbi, usurpation. Such spousal support or alimony can become religiously legitimate only if the issue of division of property was included in the Islamic marriage contract. The issue of child support is different from the spousal support issue: a father is still responsible for providing for the child even when the mother has the custody.

B. Explanation on Filling of this Contract

- a. The Bride and the Groom are required to personally and carefully read the terms herein stated in this contact, in case of a section not understood they must contact Jamaat Official for explanation and guidance.
- b. Please fill and return these forms at least 3 days before the Marriage date to avoid last minutes misunderstanding and embarrassments.

**SECTION VII – HIC OFFICIAL**

Husseini Islamic Center is in receipt of the fully executed and signed document of this Marriage Details and Contract. The original copy shall remain with the Husband and Wife who will be responsible of this official document. Husseini Islamic Center will retain a copy of this document for the purpose of executing the marriage.

\_\_\_\_\_  
Name of HIC Official

\_\_\_\_\_  
Signature of HIC Official

Bridegroom: _____	HIC Official: _____
Bride: _____	(all pages must be initialized) Page 7 of 7