

ALEC EXPOSED

"ALEC" has long been a secretive collaboration between Big Business and "conservative" politicians. Behind closed doors, they ghostwrite "model" bills to be introduced in state capitols across the country. This agenda-underwritten by global corporations—includes major tax loopholes for big industries and the super rich, proposals to offshore U.S. jobs and gut minimum wage, and efforts to weaken public health, safety, and environmental protections. Although many of these bills have become law, until now, their origin has been largely unknown. With **ALEC EXPOSED**, the Center for Media and Democracy hopes more Americans will study the bills to understand the depth and breadth of how big corporations are changing the legal rules and undermining democracy across the nation.

ALEC's Corporate Board --in recent past or present

- AT&T Services, Inc.
- centerpoint360
- UPS
- Bayer Corporation
- GlaxoSmithKline
- Energy Future Holdings
- Johnson & Johnson
- Coca-Cola Company
- PhRMA
- Kraft Foods, Inc.
- Coca-Cola Co.
- Pfizer Inc.
- Reed Elsevier, Inc.
- DIAGEO
- Peabody Energy
- Intuit, Inc.
- Koch Industries, Inc.
- ExxonMobil
- Verizon
- Reynolds American Inc.
- Wal-Mart Stores, Inc.
- Salt River Project
- Altria Client Services, Inc.
- American Bail Coalition
- State Farm Insurance

For more on these corporations, search at www.SourceWatch.org.

DID YOU KNOW? Corporations VOTED to adopt this. Through ALEC, global companies work as "equals" in "unison" with politicians to write laws to govern your life. Big Business has "a VOICE and a VOTE," according to newly exposed documents. **DO YOU?**

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Marriage Contract Act

Summary

The institution of marriage is one of the fundamental building blocks of our society, embodying the values of commitment, loyalty, trust, and mutual support. Currently, every state except South Dakota provides some form of no-fault divorce, while several states provide no-fault as the only means for nullifying marital contracts. The following legislation provides that the dissolution of a marriage will only take place by showing a preponderance of the evidence by one party of the fault of the other party which constitutes grounds for the end of a marriage.

Model Legislation

{Title, enacting clause, etc}

Section 1. Two persons of the opposite sex may, either prior to after a marriage is lawful and duly solemnized, enter into a written marriage contract providing that the marital relationship will not be dissolved except on a showing by a preponderance of the evidence by one party of the fault of the other party which constitutes grounds for the dissolution of the marriage, as specified in the marriage contract.

Section 2. If the requirements for enforceability as defined in this Act are met, a marriage contract shall be enforced by a court of competent jurisdiction and the marriage of the parties shall not be dissolved or modified except under the terms of the marriage contract.

Section 3. A party to the marriage who believes that the marriage contract has been violated and that the grounds specified in the contract exist for dissolution of the marriage may institute a legal proceeding to dissolve the marriage, and if the grounds as specified in the contract are proven, that party shall be awarded a decree of dissolution of marriage.

Section 4. The written marriage contract, to be enforceable, must contain the following agreements between the parties:

(A) The written marriage contract contains the exclusive understanding and agreement between the parties regarding the terms of continuance of their legal marital relationship.

(B) (1) The marriage of the parties shall not be dissolved or otherwise modified except by mutual consent of the parties or upon a showing by a preponderance of the evidence by one of the fault of the other party which constitutes grounds for the dissolution of the marriage, as specified in the marriage contract, in a court of competent jurisdiction. Those acts that constitute fault must be set out in the marriage contract and must not be contrary to public in order to justify the dissolution of the marriage of the parties.

(2) Those acts that constitute fault may include:

(a) when consent to the marriage of the party to the petition for dissolution, legal separation, or declaration concerning validity was obtained by force or duress or fraud of the other party;

(b) when the party filing the petition for dissolution, legal separation, or declaration concerning validity was incapable of consenting to the marriage because of physical or mental incompetence;

(c) when a party committed adultery;

(d) when a party is impotent and the party filing the petition for dissolution, legal separation, or declaration concerning validity was unaware at the time of the marriage that the other party was or was likely to become impotent;

(e) when a party is infected with a sexually transmitted disease and the party filing the petition for dissolution, legal separation, or declaration concerning validity was unaware at the time of the marriage that the other party was so infected;

Did you know that global pharmaceutical company Bayer Healthcare was the corporate co-chair in 2011?

(f) when a party has abandoned the relationship or has disappeared for one or more years;

(g) when a party has an habitual and ongoing addiction to alcohol or drugs;

(h) when the husband continually neglects or refuses to make reasonable provisions for the basic needs of the family;

(i) when a party has been imprisoned in a state, federal, or foreign prison for at least two years;

(j) when a party is continually treating the other party, or any minor natural, adopted, step or foster child residing in the home of a party, with physical abuse or extreme mental cruelty, or any such child with sexual abuse;

(k) when a party is determined to be legally insane; and

(l) any such other actions or circumstances as shall be agreed by both parties at the time the marriage contract is signed.

(C) Any legal proceeding involving the marriage contract shall be brought in the Superior Court of (insert state.) The practice of civil actions in (insert state) shall govern all proceedings. (Insert state) shall retain jurisdiction over all actions involving the marriage and the laws of this state shall apply. A dissolution of marriage, divorce, legal separation, or declaration concerning the validity of the marriage that is not in conformity with the marriage contract and the law of (insert state) shall have no force or effect in (insert state.)

(D) The parties must acknowledge that each recognizes that, in the absence of a written marriage contract, either party may petition the court for a dissolution of marriage on the grounds that the marriage is irretrievably broken, and the petition shall be granted in accordance with (insert appropriate statute). The parties must state in the written marriage contract that each, by executing the document, gives us the right and agrees to be bound solely by the terms of the written marriage contract to determine the grounds that will enable a party to successfully petition for dissolution of the marriage.

(E) The written marriage contract shall not be enforced until the marriage is duly and lawfully solemnized.

Section 5.

(A) When violation of a written marriage contract is alleged and the responding party contests the petition or denies the allegations of fault, the court shall submit the issue of whether the marriage contract has been violated to a jury at the request of either party.

(B) If the jury finds that a violation of the written marriage contract has occurred, the court shall enter a decree of dissolution of marriage. The court shall determine issues of property division, child custody, child visitation, and maintenance requests by either party without submission of those items to the jury.

Section 6. {Repealer clause.}

Section 7. {Severability clause.}

Section 8. {Effective date.}

Were your laws repealed?

1995 Sourcebook of American State Legislation

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