

HB 1615-FN - AS INTRODUCED

2026 SESSION

26-2634  
08/09

HOUSE BILL            ***1615-FN***

AN ACT                permitting consenting adults to enter into contract-based marriage agreements as an alternative to the requirement of a marriage license.

SPONSORS:            Rep. Sabourin dit Choiniere, Rock. 30; Rep. Farrington, Straf. 8; Rep. Granger, Straf. 2; Rep. Drago, Rock. 4; Rep. Dupont, Hills. 20; Rep. Giasson, Hills. 29; Rep. Love, Rock. 13; Rep. Terry, Belk. 7; Rep. Bailey, Straf. 2; Rep. McFarlane, Graf. 18; Sen. Murphy, Dist 16

COMMITTEE:          Judiciary

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ANALYSIS

This bill establishes the legal framework for contract marriage as a private civil alternative to licensed marriage. This bill further defines contract marriage as a voluntary agreement enforceable solely under civil contract law and provides procedures for optional filing, conversion, and revocation.

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Explanation:          Matter added to current law appears in ***bold italics***.  
Matter removed from current law appears ~~[in brackets and struckthrough.]~~  
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.



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1           X. "Licensed marriage" means any marriage formed under RSA 457 or dissolved under RSA  
2 458, or any legal relationship that requires a state-issued marriage license and is governed by  
3 statutes concerning marital status, divorce, legal separation, or annulment.

4           XI. "Plain-language presumption" means that if the contract is written in clear terms and  
5 signed voluntarily, it shall be presumed understood without regard to education level, emotional  
6 state, or disparity of knowledge.

7           XII. "Protected condition" means any condition designated by the parties in the contract  
8 marriage as a protected condition, including but not limited to behavioral, financial, or relational  
9 expectations, or other lawful terms designated as conditions within the contract marriage.

10          XIII. "Protected outcome" means a contractual remedy triggered by the occurrence or non-  
11 occurrence of a protected condition, including but not limited to termination, restitution, waiver of  
12 claim, or other civil remedy.

13          XIV. "Relational expectation" means any term voluntarily adopted by both parties, including  
14 but not limited to emotional, cohabitational, or domestic conduct expectations.

15          XV. "Termination" means the conclusion of a contract marriage pursuant to its own terms or  
16 mutual agreement, without retroactive nullification.

17          XVI. "Void" means that a contract marriage is treated as having never been legally formed,  
18 due to fraud, misrepresentation, or legal incapacity.

19          XVII. "Witness" means an unrelated adult of sound mind who observes the signing of a  
20 document and affirms the identity and voluntary action of the parties signing.

21          XVIII. "CCM" means certificate of contract marriage, as defined in RSA 457-B:1, II. The use  
22 of this abbreviation in subsequent sections shall refer exclusively to that document.

23          XIX. "RNCCM" means revocation notice of certificate of contract marriage, as defined in  
24 RSA 457-B:14. The use of this abbreviation in subsequent sections shall refer exclusively to that  
25 document.

26          XX. "Designated civil court" means the courts specified in RSA 457-B:8, I(a) and (b), and  
27 expressly excludes the family division, the probate division, and any other court not expressly listed  
28 in that section.

29           457-B:2 Scope.

30           I. A contract marriage formed under this chapter shall not be considered a licensed marriage  
31 or its equivalent for any legal purpose and shall not invoke application of RSA 457, RSA 458, or  
32 related doctrines.

33           II. This chapter shall not affect or modify the application of child welfare laws as defined in  
34 state or federal statute.

35           III. The terms of a contract marriage may define mutual obligations, conditions, or  
36 expectations, including personal, domestic, cohabitational, or emotional in nature, provided such  
37 terms are lawful and voluntarily accepted.

1 IV. Nothing herein shall prohibit contractual consequences for non-performance, so long as  
2 they do not violate criminal statute.

3 457-B:3 Formation.

4 I. A contract marriage shall be formed upon execution of a written agreement signed by all  
5 parties, witnessed by 2 unrelated adults or notarized.

6 II. The agreement shall include:

7 (a) A prominent heading or title labeling the document with the phrase "CONTRACT  
8 MARRIAGE AGREEMENT UNDER RSA 457-B";

9 (b) An express declaration that the parties intend to form a contract marriage under this  
10 chapter;

11 (c) Acknowledgment of informed consent;

12 (d) A disclaimer of any implied spousal duties, rights, or obligations not expressly stated  
13 within the contract;

14 (e) A statement that each party had access to, or affirmatively waived, the use of  
15 independent legal counsel and material disclosure;

16 (f) An exclusive commitment declaration section titled "Exclusive Commitment  
17 Declaration";

18 (g) A remedy upon violation of exclusivity section titled "Remedy Upon Violation of  
19 Exclusivity," describing consequences of breaching the exclusive commitment declaration.

20 III. The following language shall be deemed sufficient to satisfy each corresponding element  
21 of paragraph II, although parties may use substantially similar language:

22 (a) For subparagraph II(a):

23 "CONTRACT MARRIAGE AGREEMENT UNDER RSA 457-B"

24 (b) For subparagraph II(b):

25 "We hereby declare our intent to form a contract marriage governed solely by RSA 457-B and the  
26 terms of this agreement."

27 (c) For subparagraph II(c):

28 "Each party affirms that they have exercised informed consent as defined by RSA 457-B, and  
29 understand the rights and obligations established by this contract."

30 (d) For subparagraph II(d):

31 "We expressly waive all implied spousal duties, presumptions, and legal standards associated  
32 with licensed marriage or family law unless explicitly stated herein."

33 (e) For subparagraph II(e):

34 "Each party affirms that they had the opportunity to consult independent legal counsel and to  
35 conduct due diligence. Each party either exercised that right or voluntarily waived it."

36 (f) For subparagraph II(f):

1 "Each party affirms under penalty of perjury that they are not currently party to any other  
2 marriage, whether licensed or contractual, and that they shall not enter into any such union while  
3 this agreement is in effect."

4 (g) For subparagraph II(g):

5 "In the event of a violation of the exclusive commitment declaration, the parties agree that  
6 appropriate remedies may apply as specified elsewhere in this agreement or as otherwise permitted  
7 under RSA 457-B."

8 IV. The exclusive commitment declaration shall be deemed a material term of the  
9 agreement, and the following shall apply:

10 (a) Its omission may give rise to a presumption against enforceability, unless the court  
11 finds clear and convincing evidence of mutual intent.

12 (b) Any false statement or breach shall render the contract voidable at the discretion of  
13 the non-breaching party.

14 V. The remedy upon violation of exclusivity section shall be deemed a material term of the  
15 agreement and shall describe:

16 (a) The legal and financial consequences of a breach of the exclusive commitment  
17 declaration;

18 (b) The remedies available to the non-breaching party.

19 VI. The absence of any specific element listed in paragraph II shall not, by itself, void the  
20 contract marriage if the court finds clear and convincing evidence of mutual intent to form such a  
21 union, subject to the plain-language presumption defined in RSA 457-B:1, XI.

22 VII. A contract marriage shall become legally enforceable upon execution, and no additional  
23 filing, ceremony, or official act shall be required for its validity.

24 VIII. Oral representations, promises, or understandings shall have no force or effect unless  
25 expressly incorporated into the written agreement.

26 IX. No court shall infer or imply additional terms not stated in the contract.

27 X. Parties may include any number of protected conditions or protected outcomes.

28 XI. Protected conditions may include but are not limited to: behavioral, financial, or  
29 relational expectations. Such conditions shall be enforceable only as a trigger for lawful remedies,  
30 including but not limited to financial penalties, termination, or restitution, and excluding any form  
31 of specific performance.

32 XII. Protected outcomes may include: termination, financial consequences, reversion of  
33 property, or other lawful remedies.

34 XIII. Protected conditions may, but need not, be paired with one or more protected  
35 outcomes. When so paired, the occurrence or non-occurrence of the protected condition shall trigger  
36 the corresponding protected outcome, as stated in the contract.

1           XIV. The presence or absence of protected conditions or protected outcomes shall not affect  
2 the enforceability of the broader agreement.

3           457-B:4 Duration.

4           I. A contract marriage may specify a fixed term, renewal mechanism, or automatic  
5 expiration triggered by conditions agreed upon in writing.

6           II. The presence or absence of a term limit or expiration clause shall not affect the contract's  
7 validity.

8           III. The agreement may authorize termination based on unmet relational expectations,  
9 provided such expectations are expressly stated in the contract.

10          IV. The agreement may further specify that such termination shall occur without additional  
11 contractual obligation, except as otherwise provided therein.

12          V. Nothing in this section shall be interpreted to compel personal conduct.

13           457-B:5 Exclusivity and Remedies.

14          I. No more than one certificate of contract marriage shall be filed by or on behalf of a given  
15 individual at any one time.

16          II. The state shall reject any filing that conflicts with an active CCM unless accompanied by  
17 an RNCCM of the prior CCM.

18          III. A certificate of contract marriage shall be considered presumptive evidence of an  
19 exclusive contractual spousal relationship.

20          IV. Where more than one CCM has been filed on behalf of the same individual, such filings  
21 shall be presumed invalid unless the department of state determines, based on the accompanying  
22 documents, that one filing:

23           (a) Was submitted in error;

24           (b) Is no longer in effect;

25           (c) Has been superseded in accordance with this chapter.

26          Nothing in this section shall be construed to alter the terms, enforceability, or validity of any  
27 contract marriage, which shall remain governed solely by the contract itself.

28          V. Nothing in this chapter shall render any contract marriage void or unenforceable solely  
29 by reason of another contract or pre-nuptial agreement's existence.

30          VI. Any contract marriage may, within its own terms, specify conditions under which it is  
31 voided, suspended, or subordinated due to other agreements made by either party.

32          VII. Absent such terms, simultaneous or successive contracts shall be governed by standard  
33 principles of contract law.

34          VIII. Falsification of the date or witness attestation on any contract marriage or CCM shall  
35 constitute fraud under RSA 641:3 and, where intended to mislead an official proceeding, may also be  
36 prosecuted under RSA 641:1.

1 IX. Upon receipt of a CCM for filing, the department of state shall review its records to  
2 determine whether either party appears on any other active CCM.

3 X. Within 30 days, the department of state shall notify all parties named in the filing,  
4 confirming either that neither party appears on another active CCM, or identifying by name any  
5 individual who does.

6 XI. Any CCM found to involve a party with an active CCM already on file shall be deemed  
7 rejected and not considered filed.

8 457-B:6 Dispute Resolution.

9 I. A contract marriage may contain a binding arbitration clause governing breach or  
10 dissolution.

11 II. Where such a clause is included, courts shall limit review to the grounds for vacating an  
12 arbitration award under RSA 542.

13 III. No party may seek equitable relief outside the terms of the agreement.

14 457-B:7 Legal Effect.

15 I. A contract marriage, when formed and filed in accordance with this chapter, shall be  
16 recognized by the state of New Hampshire as a valid and lawful form of marriage, enforceable solely  
17 under the principles of civil contract law.

18 II. A CCM duly filed with the state shall confer spousal status for administrative and  
19 documentation purposes under state jurisdiction, including but not limited to tax filings, benefits,  
20 identification, and access to services otherwise conditioned on marital status.

21 III. Nothing in this section shall be construed to classify contract marriage as a licensed  
22 marriage, nor shall it authorize application of family law, or of any legal standard, doctrine, or  
23 presumption derived from licensed marriage. This section shall not be construed to override any  
24 federal statute that requires licensed marriage for a specific benefit or administrative function, but  
25 any such exception shall apply only to the minimum extent required for federal compliance.

26 IV. No obligation, benefit, presumption, or legal standard applicable to licensed marriage  
27 shall apply to a contract marriage unless explicitly stated in the agreement by the parties. This  
28 includes, but is not limited to, doctrines of equitable distribution, alimony, marital privilege, or  
29 implied duties of support.

30 V. No provision of RSA 457, RSA 458, or any other law concerning family court jurisdiction,  
31 domestic relations, or matrimonial doctrine shall apply to a contract marriage absent specific  
32 contractual adoption. Any attempt to apply such laws shall be grounds for immediate dismissal or  
33 mandatory transfer to a designated civil court under this chapter.

34 VI. All public and private actors operating under the jurisdiction of this state shall recognize  
35 a duly filed CCM as conferring spousal status equivalent to that of licensed marriage for purposes of  
36 documentation, benefits, and legal identification, unless otherwise limited by federal law or express  
37 contractual exclusion.

1           VII. Nothing in this chapter shall be construed to limit or criminalize the right of consenting  
2 adults to initiate, propose, or enter into a contract marriage for any lawful purpose, regardless of its  
3 duration, prior relationship, or the nature of mutual obligations, provided all terms are voluntary  
4 and lawful.

5           VIII. Nothing in this section shall be construed to authorize enforcement of any term  
6 relating to child custody, visitation, or parental status except as permitted under RSA 457-B:10.

7           IX. No marriage license or other form of state-issued authorization shall be required to enter  
8 into, recognize, file, or enforce a contract marriage, certificate of contract marriage, or any other  
9 document under this chapter.

10           457-B:8 Jurisdiction.

11           I. All proceedings arising under this chapter shall be governed by the civil jurisdiction lock  
12 defined in RSA 457-B:1, III and shall lie exclusively in the civil courts of New Hampshire and shall  
13 be heard as civil matters under the jurisdiction of:

14                   (a) The superior court of New Hampshire; or

15                   (b) The circuit court, district division, if the matter falls within its monetary or  
16 procedural limits under law.

17           II. The circuit court, family division and circuit court, probate division shall have no  
18 jurisdiction over any dispute, breach, or dissolution of a contract marriage. Any conflict of  
19 jurisdiction involving children shall be resolved in accordance with RSA 457-B:10.

20           III. No proceeding arising under this chapter shall be classified or adjudicated as a  
21 marriage, divorce, annulment, or domestic relations matter under RSA 457, RSA 458, or any related  
22 provision of law.

23           IV. Any action filed under this chapter in a court other than the designated civil court shall  
24 be transferred by the receiving court to the designated civil court. No court shall decline or refuse  
25 transfer on the basis of procedural limitations, jurisdictional uncertainty, or discretion.

26           V. Any proceeding under this chapter in which a party or the court attempts to apply:

27                   (a) Family law, including but not limited to RSA 457, RSA 458, RSA 461-A, RSA 490-D,  
28 or related doctrines; or

29                   (b) Any legal standard, doctrine, or presumption derived from licensed marriage shall be  
30 subject to mandatory correction by the court. Upon motion by either party, or on its own initiative,  
31 the court shall strike or disregard the improper standard and proceed under this chapter exclusively.  
32 Any such attempt made in bad faith shall be subject to appropriate sanctions, including but not  
33 limited to costs and attorney's fees, as determined by the designated civil court.

34           VI. Venue for proceedings arising from this chapter shall follow the standard rules for civil  
35 actions within the state of New Hampshire, unless the contract marriage specifies another forum  
36 within the state by mutual consent.

1 VII. Jurisdiction over the interpretation, enforcement, dissolution, or any other legal matter  
2 arising from a contract marriage formed under this chapter shall lie exclusively with the courts of  
3 New Hampshire.

4 (a) Any party who initiates or participates in legal action to interpret, enforce, or  
5 dissolve a contract marriage formed under this chapter in any court outside the jurisdiction of New  
6 Hampshire shall be deemed in violation of the jurisdictional terms of this chapter and shall forfeit  
7 any contractual rights, remedies, or protections conferred under RSA 457-B.

8 (b) A forfeiture due to violation described in subparagraph (a) shall not affect or  
9 diminish the contractual rights, remedies, or protections of any non-violating party to the contract  
10 marriage.

11 (c) Any judgment issued by a court outside New Hampshire that conflicts with the civil  
12 terms of a contract marriage formed under this chapter shall be deemed an act of interference with a  
13 contract formed under the laws of this state and shall be afforded no recognition or enforcement by  
14 any court or agency operating under the jurisdiction of New Hampshire.

15 VIII. No party shall initiate, join, or maintain any legal action arising from a contract  
16 marriage under this chapter in any court, division, or legal framework outside those expressly  
17 designated herein. Any such action shall be subject to dismissal, and the initiating party shall  
18 forfeit any remedies, claims, or defenses under RSA 457-B with respect to the matter improperly  
19 filed. This includes, but is not limited to, any action seeking equitable, tort-based, or statutory relief  
20 arising from terms, obligations, or disputes governed by the contract marriage.

21 457-B:9 Enforcement and Judicial Limits.

22 I. A duly executed contract marriage shall be presumed valid and enforceable unless proven  
23 otherwise by clear and convincing evidence. For the purposes of this section, clear and convincing  
24 evidence shall be construed in accordance with the judicial limits defined in paragraph III.

25 II. The court shall not reform, modify, or insert new terms or provisions into the 4 corners of  
26 the contract marriage, or rearrange the existing terms and provisions therein.

27 III. Judicial review shall be limited solely to the following:

28 (a) Whether a term, on its face, compels an act contrary to criminal statute;

29 (b) Whether the agreement was entered through both:

30 (1) A documented procedural defect or omission sufficient to demonstrate  
31 deprivation of contractual understanding; and

32 (2) Substantive terms rendered unenforceable due to active concealment, duress, or  
33 material misrepresentation at the time of execution;

34 (c) Whether the agreement violates a fundamental constitutional right.

35 IV. The court shall not consider equity or public policy not explicitly enumerated in this  
36 chapter.

37 V. Any term not found unlawful under paragraph III shall be enforced as written.

1 VI. Evidence presented in any proceeding under this chapter shall be limited to the written  
2 terms of the contract marriage, the filed CCM (if any), and any documents expressly referenced  
3 therein, unless required to establish fraud, duress, or violation of law. No party may introduce  
4 extrinsic evidence to imply duties, expectations, or obligations not expressly stated in the contract.

5 457-B:9-a Remedies.

6 I. The following remedies may be granted by the designated civil court for breach of a  
7 contract marriage, provided such remedies are consistent with the terms of the contract marriage  
8 and do not compel unlawful conduct:

9 (a) Monetary damages;

10 (b) Restitution;

11 (c) Injunctive relief, including negative injunctions directing a party to refrain from  
12 specific conduct;

13 (d) Termination of the contract marriage in accordance with its own terms;

14 (e) Any other lawful remedy not inconsistent with this chapter provided such remedy  
15 does not invoke family law doctrines or equitable considerations barred under RSA 457-B.

16 II. Where a party has violated a term of the contract marriage involving non-monetary  
17 conduct, the designated civil court shall issue an injunction prohibiting the continuation or  
18 repetition of the conduct that constituted the breach, unless the contract marriage specifies an  
19 alternative remedy that is both valid and enforceable under this chapter. Such injunctive relief shall  
20 be the primary remedy for breaches involving conduct governed by a protected condition or relational  
21 expectation as defined in RSA 457-B:1, and shall not be superseded by monetary damages except  
22 where the breach consists solely of a financial obligation. Such injunctions may prohibit ongoing  
23 conduct or prevent reasonably anticipated violations, including where the breach has not yet  
24 occurred but is clearly threatened or imminent.

25 III. No court shall order reformation, modification, or substitution of contractual terms not  
26 expressly found within the contract marriage. Any attempt to alter the terms of the contract  
27 marriage by judicial discretion shall be deemed void.

28 IV. No remedy shall be granted that has been expressly disclaimed in the contract marriage.

29 V. Rescission shall not be available as a judicial remedy unless the contract marriage  
30 expressly provides for it.

31 457-B:10 Child Welfare.

32 I. Nothing in this chapter shall be interpreted to affect existing child welfare or support  
33 obligations under state or federal law.

34 II. The family division may exercise jurisdiction solely to enforce child support or ensure  
35 welfare protections.

1           III. All other provisions of the contract marriage shall remain enforceable in the designated  
2 civil court, including optional clauses related to education, medical decisions, or parenting  
3 agreements, provided they do not conflict with applicable law, including RSA 461-A and RSA 169-C.

4           IV. No clause shall be construed to create or modify legal custody, visitation rights, or  
5 parental status unless adjudicated by a court of competent jurisdiction.

6           V. The family division shall retain jurisdiction to modify any child support, custody, or  
7 parental responsibility order originally entered under RSA 490-D, including after conversion of a  
8 licensed marriage to a contract marriage pursuant to RSA 457-B:11.

9           457-B:11 Conversion of Licensed Marriage.

10           I. Spouses party to a licensed marriage may, within 12 months of the effective date of this  
11 chapter, jointly execute a CCM and a declaration of conversion.

12           II. Upon filing such documents with the department of state, the licensed marriage shall be  
13 deemed voluntarily and administratively dissolved for all state law purposes, without judicial  
14 proceedings, and immediately replaced by a contract marriage governed exclusively by this chapter.

15           III. No adjudication of divorce, legal separation, or annulment shall be required, and no  
16 presumption of ongoing rights, duties, or obligations shall arise from the dissolved licensed  
17 marriage, except as expressly preserved by the terms of the new contract marriage.

18           IV. This section shall not affect any existing child support orders, child welfare obligations,  
19 or other ongoing legal proceedings unrelated to the marital contract itself.

20           (a) Jurisdiction over child-related matters, including custody, visitation, and support,  
21 whether existing or arising after conversion, shall remain exclusively with the family division as  
22 provided in RSA 490-D and applicable child welfare statutes, consistent with RSA 457-B:10.

23           (b) The conversion of a licensed marriage to a contract marriage shall have no effect on  
24 existing parenting plans, custody arrangements, or judicial authority exercised under RSA 461-A  
25 regarding parenting and child-related matters.

26           (c) All rights and obligations pertaining to the care, custody, and support of children  
27 shall remain subject to applicable law, and may not be modified by the terms of the contract  
28 marriage except as permitted under RSA 457-B:10.

29           (d) Nothing in this subsection shall be construed to limit the lawful authority of the  
30 family division over child-related matters.

31           V. No cause of action shall arise under RSA 458 or related doctrines as a result of a licensed  
32 marriage dissolved pursuant to this section, except where a judicial proceeding for divorce or legal  
33 separation was already commenced prior to the filing of the declaration of conversion.

34           VI. Upon filing of a valid declaration of conversion and CCM, the state shall update its vital  
35 records within 10 business days to reflect that the parties' licensed marriage has been dissolved for  
36 state law purposes as of the date of filing.

1           VII. Such dissolution shall carry the same legal effect as an annulment for purposes of  
2 terminating spousal status under RSA 457 and any other applicable statute, without requiring  
3 judicial proceeding.

4           VIII. Upon receipt and filing of both the CCM and declaration of conversion, the department  
5 of state shall:

6                 (a) Record the administrative dissolution of the parties' licensed marriage in the state's  
7 vital records;

8                 (b) Remove or update any prior entry indicating that the parties are married under RSA  
9 457 or RSA 458;

10                (c) Issue a notice of administrative dissolution to the parties, confirming that their  
11 licensed marriage has been dissolved for state law purposes as of the date of filing.

12           No additional review, investigation, or verification shall be required, and the department of state  
13 shall act solely on the face of the properly filed documents.

14           457-B:12 Certificate of Contract Marriage.

15           I. A certificate of contract marriage may be filed with the department of state. Filing is  
16 permissive and shall not be required for enforceability of a contract marriage.

17           II. The CCM shall serve as presumptive administrative evidence that a valid contract  
18 marriage has been formed under this chapter. No additional filing, approval, or judicial action shall  
19 be required for recognition.

20           III. The CCM shall contain only the following fields and language, all of which are required:

21                 (a) Full legal names of the parties;

22                 (b) Date of execution of the underlying contract marriage;

23                 (c) A declaration stating: "The parties named herein have entered into a contract  
24 marriage governed by RSA 457-B, enforceable solely under the laws of civil contract, and not subject  
25 to RSA 457 or RSA 458.";

26                 (d) Signatures of the parties;

27                 (e) Signature of one notary public or 2 unrelated adult witnesses;

28                 (f) Current mailing address, phone number, and email address for each party;

29                 (g) Current mailing address, phone number, and email address for each notary or  
30 witness.

31           IV. No agency, court, or third party operating under the jurisdiction of this state shall  
32 require additional statements, disclosures, disclaimers, or jurisdictional references as a condition of  
33 filing or recognition.

34           V. Any CCM that faithfully reproduces all required fields and language listed in paragraph  
35 III, without material deviation, shall be considered valid.

1 VI. A filed CCM shall be deemed sufficient proof of spousal status and may be relied upon by  
2 any state agency, court, or third party in the same manner as a marriage license, without  
3 reclassifying the relationship under RSA 457 or RSA 458, unless otherwise limited by federal law.

4 VII. The CCM shall have no bearing on the effective date of the underlying contract  
5 marriage, which shall be determined solely by the terms of the agreement.

6 VIII. No agency, court, or public actor shall impose any requirement, delay, or modification  
7 beyond the scope of this section unless expressly required by federal law.

8 457-B:13 Declaration of Conversion Requirements.

9 I. The declaration of conversion shall serve as presumptive evidence that the parties have  
10 voluntarily dissolved their licensed marriage and entered into a contract marriage governed by this  
11 chapter.

12 II. The declaration of conversion shall contain only the following fields and language, all of  
13 which are required:

14 (a) Full legal names of the parties;

15 (b) Date of execution of the underlying contract marriage;

16 (c) A declaration stating: "The parties named herein hereby agree to dissolve their  
17 licensed marriage for state law purposes and replace it with a contract marriage governed  
18 exclusively by RSA 457-B.";

19 (d) Signatures of the parties;

20 (e) Signature of one notary public or 2 unrelated adult witnesses;

21 (f) Current mailing address, phone number, and email address for each party;

22 (g) Current mailing address, phone number, and email address for each notary or  
23 witness.

24 III. No additional filing, court proceeding, or official act shall be required to effectuate the  
25 dissolution of the licensed marriage and recognition of the contract marriage, provided the  
26 declaration of conversion and CCM are properly filed.

27 IV. No agency, court, or public actor shall impose any requirement, delay, or modification  
28 beyond the scope of this section unless expressly required by federal law.

29 457-B:14 Revocation of Certificate of Contract Marriage.

30 I. If a CCM has been filed pursuant to RSA 457-B:12, and the underlying contract marriage  
31 is subsequently terminated or rendered void, both parties shall file a revocation notice of certificate  
32 of contract marriage with the department of state no later than 30 days from the effective date of  
33 termination or voiding as defined by the contract. If only one party is willing to sign the RNCCM,  
34 that party may instead file an affidavit attesting to the termination or voiding of the underlying  
35 contract marriage, accompanied by supporting documentation or a copy of the termination clause.  
36 The department of state shall treat such filing as provisional, subject to confirmation or rebuttal by  
37 the other party within 30 days.

1           II. Upon receipt of a valid RNCCM, the department of state shall revoke the CCM within 10  
2 business days. The revocation shall be administrative in nature and shall not constitute a review,  
3 validation, or interpretation of the underlying contract or its termination. Within 5 business days of  
4 receiving an RNCCM, the department of state shall notify both parties named in the CCM. No  
5 revocation shall be finalized until both parties have been notified and the 10-business-day revocation  
6 period has elapsed without objection.

7           III. The RNCCM shall serve solely as notice that a previously filed CCM is no longer in  
8 effect for public or administrative purposes. The filing or revocation of a CCM shall have no bearing  
9 on the legal formation, effective date, enforceability, or termination of the contract marriage itself,  
10 which shall remain governed exclusively by the terms of the contract marriage.

11           IV. The RNCCM shall contain only the following fields and language, all of which are  
12 required:

- 13           (a) Full legal names of the parties;  
14           (b) Date of execution of the underlying contract marriage;  
15           (c) A declaration stating: “The parties named herein hereby agree to revoke their  
16 previously filed Certificate of Contract Marriage pursuant to RSA 457-B.”;  
17           (d) Signatures of the parties;  
18           (e) Signature of one notary public or 2 unrelated adult witnesses;  
19           (f) Current mailing address, phone number, and email address for each party;  
20           (g) Current mailing address, phone number, and email address for each notary or  
21 witness.

22           V. A RNCCM shall be valid only if signed by both parties and either:

- 23           (a) Notarized by a licensed notary public; or  
24           (b) Signed in the presence of 2 unrelated adult witnesses who also sign the notice.

25           VI. No agency, court, or public actor shall impose any requirement, delay, or modification  
26 beyond the scope of this section unless expressly required by federal law.

27           457-B:15 Interstate Recognition and Advocacy.

28           I. The attorney general, or their designated representative, shall advocate for contract  
29 marriage, as established under this chapter, to be recognized as a lawful and valid form of marriage  
30 for the purposes of interstate reciprocity, federal documentation, and administrative parity, to the  
31 full extent permitted by law.

32           II. This shall include, but not be limited to, affirming the legal status of contract marriage  
33 whenever a federal agency, out-of-state authority, or other jurisdiction requests verification,  
34 classification, or authentication of the relationship under the laws of this state.

35           III. Nothing in this section shall be construed to authorize reinterpretation, modification, or  
36 reclassification of contract marriage beyond the terms and limitations expressly provided by this  
37 chapter.

1 457-B:16 Equal Recognition by Public and Regulated Entities.

2 I. For all official purposes under the jurisdiction of this state, contract marriage shall be  
3 recognized as equivalent in legal status to licensed marriage.

4 II. Any business, organization, institution, or entity operating in this state that receives  
5 public funding, holds a state license, or claims a tax exemption or advantage under state law shall  
6 treat contract marriage and licensed marriage as equally valid forms of marital status for the  
7 purposes of policy, access, eligibility, benefits, accommodations, and documentation.

8 III. Unequal treatment of contract marriage shall constitute a form of marital status  
9 discrimination under RSA 354-A and any other applicable nondiscrimination provisions.

10 IV. Nothing in this section shall be construed to limit a private entity's ability to enforce  
11 internal standards or contractual terms, provided such enforcement does not result in unequal  
12 treatment of parties solely on the basis of marriage type.

13 457-B:17 Implementation and Administrative Limitations.

14 I. The department of state may publish standardized blank forms for the CCM, Declaration  
15 of Conversion, and RNCCM, provided such forms include only the exact content and field labels  
16 enumerated in RSA 457-B:12, RSA 457-B:13, and RSA 457-B:14, respectively. No additional text,  
17 explanatory language, disclaimers, headers, footers, or formatting cues shall be included. Use of  
18 such form shall be strictly optional and shall have no bearing on enforceability.

19 II. The department of state shall not publish, issue, promote, endorse, or make available any  
20 filled-out examples, sample language, suggested phrasing, or other materials intended to serve in  
21 whole or in part as a template, model, guide, or recommendation for the contents of a contract  
22 marriage, CCM, or RNCCM. This prohibition shall apply regardless of disclaimers, example  
23 framing, or purported optionality.

24 III. No state agency shall promulgate regulations or guidance that may be construed to  
25 influence or encourage particular terms, structures, or provisions regarding contract marriages  
26 beyond the disclosures or warnings expressly required by statute.

27 IV. No agency or officer of the state shall promulgate rules, regulations, guidance, or  
28 procedures that alter, expand, restrict, or reinterpret the substantive provisions of this chapter.

29 V. Within 30 days of this chapter's effective date, the department of state shall issue written  
30 notice to all clerks of court, family division personnel, and relevant state agencies advising them of  
31 the legal status, jurisdictional limits, and enforcement provisions applicable to contract marriage  
32 under this chapter.

33 VI. Such notice shall include a summary of enforcement limits under RSA 457-B:7 through  
34 RSA 457-B:9.

35 457-B:18 Severability.

36 If any provision of this chapter or its application is held invalid, the remaining provisions shall  
37 remain in effect.

1           457-B:19 Controlling Effect.

2           I. This chapter shall be construed as controlling in any matter involving the recognition,  
3 enforcement, or interpretation of a contract marriage.

4           II. No law, rule, procedure, regulation, or common law doctrine shall override the terms of  
5 this chapter unless expressly required by the Constitution of the United States or the constitution of  
6 New Hampshire.

7           III. The existence of any other agreement or certificate shall not affect the enforceability of a  
8 contract marriage, except as may be specified within the terms of that contract marriage.

9           IV. In the event of conflict between this chapter and any other provision of law, the  
10 provisions of this chapter shall control.

11          3 Effective Date. This act shall take effect January 1, 2027.

**HB 1615-FN- FISCAL NOTE  
AS INTRODUCED**

AN ACT permitting consenting adults to enter into contract-based marriage agreements as an alternative to the requirement of a marriage license.

**FISCAL IMPACT: This bill does not provide funding, nor does it authorize new positions.**

<b>Estimated State Impact</b>				
	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>
<b>Revenue</b>	\$0	\$0	\$0	\$0
<i>Revenue Fund(s)</i>	None			
<b>Expenditures*</b>	\$0	\$3,800,000- \$4,000,000	Indeterminable Increase in excess of \$310,000	Indeterminable Increase in excess of \$318,000
<i>Funding Source(s)</i>	General Fund			
<b>Appropriations*</b>	\$0	\$0	\$0	\$0
<i>Funding Source(s)</i>	None			

\*Expenditure = Cost of bill

\*Appropriation = Authorized funding to cover cost of bill

<b>Estimated Political Subdivision Impact</b>				
	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>
<b>Local Revenue</b>	\$0	Indeterminable Decrease		
<b>Local Expenditures</b>	\$0	\$0	\$0	\$0

**METHODOLOGY:**

This bill establishes the Marriage Liberty Act proposing framework allowing consenting adults to enter into a contract-based marriage. These agreements would be governed solely by civil contract law and not subject to family law statutes. Additionally, the bill outlines the formation, enforceability, and dissolution of such contracts, including optional filing with the Secretary of State. Furthermore, the bill requires the Department of Justice to advocate for interstate and federal recognition of contract marriages and mandates equal treatment of contract and licensed marriages by public and regulated entities.

The Secretary of State estimates a cost of \$3.5 million to \$4 million to develop and implement two new NH Vital Records Information Networks (NHVRIN) modules for filing and revoking contract marriages. There is no associated revenue, as no fees are charged for filing or obtaining

records. The Secretary of State indicates additional staffing needs are indeterminable and would depend on the volume of filings, which would lead to a greater expense.

The Department of Justice (DOJ) states the fiscal impact is indeterminable due to the unclear scope of its advocacy responsibilities under the bill. However, the DOJ anticipates the need for at least one new attorney position in the Civil Bureau, at a cost of \$137,000 in FY 2027, \$138,000 in FY 2028, and \$140,000 in FY 2029.

The Judicial Branch indicates that this bill establishes a framework for contract-based marriage agreements and assigns jurisdiction over these civil contracts to the District Division of the Circuit Court or the Superior Court. Implementing this new case type would require training and support, including the addition of a Court Administrator overseeing both courts, at an estimated cost of \$169,161 in FY 2027, \$172,617 in FY 2028, and \$178,996 in FY 2029.

The New Hampshire Municipal Association states there will be a minimal but indeterminable decrease in local revenue due to the potential reduction in the issuance of traditional marriage licenses.

**AGENCIES CONTACTED:**

Department of State, Department of Justice, Judicial Branch, and New Hampshire Municipal Association