

28 ~~[(2) In an action by a creditor against either husband or wife for the payment of a~~
29 ~~family expense, the creditor or debtor as the prevailing party shall be entitled to recover~~
30 ~~reasonable collection costs, interest, and attorney fees as provided in a contract between the~~
31 ~~creditor and debtor.]~~

32 (2) For the expenses described in Subsection (1), where there is a written agreement
33 signed by either spouse that allows for the recovery of agreed upon amounts, a creditor or an
34 assignee or successor in interest of the creditor is entitled to recover the contractually allowed
35 amounts against both spouses, jointly and severally.

36 (3) Subsection (2) applies to all contracts and agreements under this section entered
37 into by either spouse during the time the parties are married and living together.

38 (4) For the purposes of this section, family expenses are considered expenses incurred
39 that benefit and promote the family unit. Items purchased pursuant to a written contract or
40 agreement during the marriage that do not relate to family expenses are not covered by this
41 section.

41a **§→ (5) The provisions of Subsections (2) and (3) do not create a right to attorney's fees or**
41b **collection fees as to the nonsigning spouse for purchases of;**

41c **(a) food or clothing; or**

41d **(b) home improvements or repairs over \$5,000. ←§**

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