

## Prenuptial Agreement

**Introduction.** This agreement is made and entered into between [ husband\_firstName ] [ husband\_middleName ] [ husband\_lastName ] [ husband\_suffix ], hereinafter referred to as "Prospective Husband," and [ wife\_firstName ] [ wife\_middleName ] [ wife\_lastName ] [ wife\_suffix ], hereinafter referred to as "Prospective Wife."

**Reason for Agreement.** The parties intend to marry each other in the near future. In anticipation of their marriage, the parties wish to enter this Agreement in order to define their respective property rights after marriage. This Agreement shall become effective upon marriage and, if for any reason, irrespective of fault, the contemplated marriage does not take place, this Agreement shall be of no force or effect.

### **Prior Marriages.**

#### Prospective Husband.

Prospective Husband represents that he was previously married to [ husbandPreviousSpouse\_firstName ] [ husbandPreviousSpouse\_middleName ] [ husbandPreviousSpouse\_lastName ] [ husbandPreviousSpouse\_suffix ]. The marriage ended in a decree of divorce issued by the Court of the State of [ husbandPreviousSpouse\_reasonOver\_divorceState ] on [ husbandPreviousSpouse\_divorceDate\_Month ] [ husbandPreviousSpouse\_divorceDate\_Day ], [ husbandPreviousSpouse\_divorceDate\_Year ].

Any interest or obligation of Prospective Husband regarding alimony/spousal support has been disclosed to Prospective Wife and is made a part hereof. Prospective Husband represents that he has entered into no other marriages.

#### Prospective Wife.

Prospective Wife represents that she was previously married to [ wifePreviousSpouse\_firstName ] [ wifePreviousSpouse\_middleName ] [ wifePreviousSpouse\_lastName ] [ wifePreviousSpouse\_suffix ]. The marriage ended in a decree of divorce issued by the Court of the State of [ wifePreviousSpouse\_reasonOver\_divorceState ] on [ wifePreviousSpouse\_divorceDate\_Month ] [ wifePreviousSpouse\_divorceDate\_Day ], [ wifePreviousSpouse\_divorceDate\_Year ].

Any interest or obligation of Prospective Wife regarding alimony/spousal support has been disclosed to Prospective Husband and is made a part hereof. Prospective Wife represents that she has entered into no other marriages.

### **Existing Children.**

#### Prospective Husband.

Prospective Husband does not have any children from a prior relationship.

#### Prospective Wife.

Prospective Wife does not have any children from a prior relationship.

**Full Disclosure.** Before execution of this Agreement, the parties acknowledge that they have attempted to provide full, reasonable, fair and good faith disclosures of property and financial obligations to the other. Such disclosure has included the nature, amount, and source of each party's income, all assets owned by each of them (whether tangible or intangible) together with the best estimate of the value of such assets, each of their liabilities and the manner in which those liabilities are being discharged, each party's interests in life insurance policies, pension plans, deferred income plans, and profit-sharing plans, etc. The parties acknowledge that they have also disclosed to each other any expectations that either of them presently has to future income and gifts and inheritances.

Copies of the Prospective Husband's and Prospective Wife's financial statements listing the property in which Prospective Husband and Prospective Wife, respectively, has an interest, along with the estimated value of each such interest, are attached to this Agreement and incorporated herein. The parties further acknowledge that values presented in the attached financial statements are best estimates and may be approximate. They are provided only to indicate values generally and are not intended to be relied on as exact indications.

The parties hereby acknowledge their satisfaction with the other's disclosures of his or her property and financial obligations and, by placing their signatures in the spaces below before executing this Agreement, hereby expressly and voluntarily waive any right to further disclosure of each other's property and financial obligations beyond the disclosure provided.

---

[ husband\_firstName ] [ husband\_middleName ] [ husband\_lastName ] [ husband\_suffix ],  
Prospective Husband Date

---

[ wife\_firstName ] [ wife\_middleName ] [ wife\_lastName ] [ wife\_suffix ], Prospective Wife Date

### **Separate Property.**

#### **a. Property to Remain or be Classified as Separate Property.**

All property of either party listed in their respective financial statements attached hereto will be entirely his or her own separate property, except as provided otherwise in this Agreement. The parties acknowledge that this Agreement constitutes a waiver of a right to certain assets or interests that might otherwise be characterized as marital or community property, or quasi-marital or quasi-community property, by any jurisdiction in which the parties may reside following their marriage or by the jurisdiction whose laws will govern the construction of this Agreement. By way of example, one party's separate property shall include, but is not limited to:

- property presently owned or hereafter acquired, including rents, issues, profits, appreciation or income from such separate property;
- all income, compensation, or benefits earned by each party, no matter the nature, kind or source, subsequent to the marriage, including but not limited to salary, bonuses, stock options, deferred compensation, and retirement benefits;
- assets acquired with a party's separate earnings;
- increased values in separate property resulting from the efforts or investment of either party;
- certain assets or interests acquired by loan or extension of credit during marriage and before separation; and
- certain commingled funds.

Each party agrees that if the marriage is terminated, the separate property of the other party shall be free from any and all claims to that property by the other party, including claims of community property, division of property, marital debt, or breach of fiduciary duty.

**b. Management and Control of Separate Property.** During the marriage, each of the parties shall be the exclusive owner of all of his or her respective separate property, and each shall have the exclusive authority to buy, sell, use, transfer, exchange, abandon, lease, assign, mortgage, encumber, pledge, dispose of, bequeath, transfer or otherwise manage and control that party's separate property without the consent, agreement, or participation of the other party and without the necessity of the execution of any deed, consent, assignment, or other document by the other party. In the event, however, it becomes necessary for one party to obtain a quitclaim deed from the other party in order to do the foregoing, the other party shall execute such a quitclaim deed.

**c. Separate Debts.** Each debt existing as of the date of the marriage will be the separate obligation of the party who incurred it. Further, unless the parties acquire a debt, credit card, loan and/or an extension of credit in their joint names, the financial obligation related to such debt or account shall be considered the separate debt of the acquiring party.

**Joint Accounts and Living Expenses.** The parties will maintain at least one joint account in both their names, from which joint living expenses will be paid. "Joint living expenses" include, but are not limited to: food at home; household supplies; utilities and telephone; laundry and cleaning; clothing; medical and dental expenses; medical, life, accident and auto insurance; gasoline, oil and auto repairs; automobile purchase and/or lease payments; support of any minor children that are the issue of the contemplated marriage; entertainment, and joint gifts to third parties.

The parties will contribute to such accounts the amounts needed for their joint expenses. Contributions will be [ jointContributions ]. The commingling of each party's separate property monies in the aforesaid joint account shall not change the character of such monies as the contributing party's separate property, and neither party shall acquire any right in the salary of the other by reason of such commingling.

Despite any other provision of this Agreement, the following will be parties' marital property: (a) all amounts deposited into the joint accounts, including increases in those amounts; and (b) any property acquired with amounts withdrawn from the joint accounts, including, but not limited to, any income produced by such property, increases in its value, and proceeds from its sale.

**Waiver of Rights in Estates.** Each party waives any rights that he or she may have in the estate of the other by reason of their forthcoming marriage.

- (a) Such rights include, but are not limited to, the right to elect to take an intestate share of the other's estate in contravention of the terms of the deceased party's last will and testament, rights of courtesy or dower, homestead rights, and family allowance rights.
- (b) The right or claims to any assets or interests that might otherwise be characterized as marital property, quasi-marital property, community property, quasi-community property, dower, courtesy or any statutory substitute now or hereafter provided under the laws of any state in which the parties may be domiciled or in which they may own real property;
- (c) The right to a probate family allowance;
- (d) The right to a probate homestead;
- (e) The right to inherit property from the other by intestate succession;
- (f) The right to receive property that would pass from the decedent party by testamentary disposition in a will executed before this Agreement;
- (g) The right of election to take against the will of the other;
- (h) The right to take the statutory share of an omitted spouse;
- (i) The right to be appointed as administrator of the deceased party's estate, or as executor of the deceased party's will, unless appointed pursuant to a will executed after the date hereof;
- (j) The right to have exempt property set aside;
- (k) Any right created under federal law, including, without limitation, the Retirement Equity Act of 1984; and
- (l) Any right, title, claim or interest in or to the property, income, or estate of the other by reason of the parties' nonmarital relationship.

Neither party will take any action that might change or abrogate any provision of the other party's will and testament except as may be otherwise provided in this Agreement. Notwithstanding the foregoing, nothing in this Agreement will act as an impediment to the naming of either party as a beneficiary or legatee in a trust created or a last will and testament executed by the other.

**Property Earned or Acquired Jointly:** Nothing in this Agreement shall be construed to prohibit the parties from entering into a written agreement signed by both of them to jointly own property, whether equally or in such other shares as they may agree.

**Property Transfers Between Parties.** The parties agree that nothing contained in this Agreement shall be construed to prohibit either party from transferring, conveying, devising or bequeathing any property to the other. Neither party intends by this Agreement to limit or restrict in any way the right to receive any such transfer, conveyance, devise or bequest from the other made after the parties' marriage. However, the parties specifically agree that no promises of any kind have been made by either of them about any such gift, bequest, devise, conveyance or transfer from one to the other.

**Waiver of Right to Maintenance and Alimony.** If the parties' marriage is terminated by reason of annulment or divorce or if the parties should separate, neither will be liable for the support of the other.

**Children of Marriage.** If there is any issue of the marriage between the parties hereto, this Agreement will not in any way affect the rights of such issue to support from either or both of the parties.

**Voluntary and Informed Consent.** The parties acknowledge and agree that they have carefully read this Agreement, are fully aware of and understand the contents, legal effect, and consequences of this Agreement, and that they enter into this Agreement voluntarily, free from duress, fraud, undue influence, coercion, or misrepresentation of any kind.

**Separate Independent Counsel.** Each party acknowledges an opportunity to consult with independent counsel of their own choosing to explain the import of this Agreement and to assist in the negotiation, drafting and execution of this Agreement.

**Other Documents.** Each of the parties will be diligent in obtaining or executing any other documents that are reasonably required to give effect to this Agreement or to carry out its provisions.

#### **ACKNOWLEDGMENTS.**

Each party hereby acknowledges that:

Each spouse represents to the other that he/she has adequate separate resources for his/her own support.

Each spouse has made a full and complete disclosure of his/her respective financial conditions to the other prospective spouse.

This premarital agreement represents the entire agreement of the parties, and there are no representations others than those stated herein. This agreement may only be modified in a writing executed by both parties.

EACH PARTY IS AWARE THAT UNDER THE LAW, COURTS HAVE THE AUTHORITY TO IGNORE THIS AGREEMENT UNDER CERTAIN CIRCUMSTANCES IF ONE SPOUSE IS IMPOVERISHED AND THE OTHER IS NOT.

**Agreement Binding.** This Agreement is binding upon the parties, their heirs, executors, administrators, assigns, and legal representatives.

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, such holding will not affect the other provisions of this Agreement which can be given effect without the invalid or unenforceable provision, and to this end the provisions of this Agreement are declared to be severable.

**Modification and Termination.** This Agreement contains the entire understanding between the parties and supersedes all previous agreements regarding the subject matter hereof, whether oral or in writing. This Agreement cannot be modified or terminated except in accordance with its terms or by a writing signed by both parties.

**Governing Law.** Regardless of where executed, this Agreement will be governed by and interpreted in accordance with the laws of the State of [ stateLaw\_governs ]. The provisions of this Agreement shall not be affected by the parties' residence or domicile in a jurisdiction other than the State of [ stateLaw\_residence ] and shall prevail over the provisions of law applicable in the absence of this Agreement.

**Captions.** The captions in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates shown below:

\_\_\_\_\_  
[ husband\_firstName ] [ husband\_middleName ] [ husband\_lastName ] [ husband\_suffix ] Date

\_\_\_\_\_  
[ wife\_firstName ] [ wife\_middleName ] [ wife\_lastName ] [ wife\_suffix ] Date

Signed, sealed and delivered in the presence of:

Witness

\_\_\_\_\_  
[ witenssFirstName1 ] [ witnessMiddleName1 ] [ witnessLastName1 ] [ witnessSuffix1 ]

Witness

\_\_\_\_\_  
[ witenssFirstName2 ] [ witenssMiddleName2 ] [ witnessLastName2 ] [ witnessSuffix2 ]

STATE OF [ notary\_state ]

COUNTY OF [ notary\_county ]

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for the above state and county, personally appeared [ husband\_firstName ] [ husband\_middleName ] [ husband\_lastName ] [ husband\_suffix ], known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF [ notary\_state ]

COUNTY OF [ notary\_county ]

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for the above state and county, personally appeared [ wife\_firstName ] [ wife\_middleName ] [ wife\_lastName ] [ wife\_suffix ], known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
(SEAL)