

PRENUPTIAL AGREEMENT

This PRENUPTIAL AGREEMENT (the "Agreement") is made and entered into on this _____ day of _____, 20_____, by and between:

PARTY 1 (PROSPECTIVE HUSBAND):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

(hereinafter referred to as "Husband")

AND

PARTY 2 (PROSPECTIVE WIFE):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

(hereinafter referred to as "Wife")

Husband and Wife are sometimes collectively referred to herein as "the Parties" and individually as "Party."

RECITALS

WHEREAS, Husband and Wife intend to be married to each other on or about the _____ day of _____, 20_____ (the "Marriage Date"); and

WHEREAS, each Party owns separate assets and has incurred separate liabilities as of the date of this Agreement, as more fully set forth in their respective financial disclosures attached hereto as Exhibit A (Husband's Financial Disclosure) and Exhibit B (Wife's Financial Disclosure); and

WHEREAS, the Parties desire to define and determine their respective rights and obligations with respect to their separate property, marital property, and debts, both present and future, in the event of death, divorce, separation, or annulment of their marriage (an "Event of Dissolution"); and

WHEREAS, each Party has made a full and complete disclosure to the other of all their respective assets, liabilities, income, and financial expectations; and

WHEREAS, each Party has had the opportunity to consult with independent legal counsel of their own choosing regarding the terms and effect of this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement freely, voluntarily, and without any duress, coercion, or undue influence, and each Party believes this Agreement to be fair, just, and reasonable;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings ascribed to them below:

a. **"Separate Property"**:

i. All assets, real or personal, tangible or intangible, owned by a Party prior to the Marriage Date, including but not limited to real estate, bank accounts, investment accounts, retirement accounts, businesses, intellectual property, vehicles, jewelry, and personal effects.

ii. All assets acquired by a Party during the marriage by gift, bequest, devise, or inheritance.

iii. All income, rents, profits, appreciation, or other proceeds derived from a Party's Separate Property, regardless of whether such proceeds are received before or after the Marriage Date.

iv. Any property acquired by a Party in exchange for Separate Property.

v. Any property designated as Separate Property by written agreement of the Parties after the Marriage Date.

b. **"Separate Debts"**: All debts, liabilities, and obligations incurred by a Party prior to the Marriage Date, as well as any debts incurred during the marriage that are solely related to a Party's Separate Property or are expressly designated as Separate Debts by this Agreement.

c. **"Marital Property"**: All assets, real or personal, tangible or intangible, acquired by the Parties, either jointly or individually, during the marriage, which are not expressly defined as Separate Property herein. This may include, but is not limited to, earnings, salaries, and benefits from employment, and property acquired with such earnings.

d. **"Marital Debts"**: All debts, liabilities, and obligations incurred by the Parties jointly, or by either Party for the benefit of the marriage, during the marriage, which are not expressly defined as Separate Debts herein.

e. **"Event of Dissolution"**: The entry of a final judgment of divorce, legal separation, annulment, or the death of either Party.

II. DISCLOSURE OF ASSETS AND LIABILITIES

a. **Husband's Financial Disclosure**: Husband has fully and accurately disclosed to Wife all of his assets, liabilities, income, and financial expectations as of the date of this Agreement. A detailed schedule of Husband's assets and liabilities is attached hereto as Exhibit A and incorporated herein by reference.

b. **Wife's Financial Disclosure**: Wife has fully and accurately disclosed to Husband all of her assets, liabilities, income, and financial expectations as of the date of this Agreement. A detailed schedule of Wife's assets and liabilities is attached hereto as Exhibit B and incorporated herein by reference.

c. **Acknowledgment of Disclosure**: Each Party acknowledges that they have received and reviewed the other Party's financial disclosure, understand its contents, and are satisfied with the completeness and accuracy of such disclosure. Each Party waives any right to assert that the other Party's disclosure was inadequate or incomplete.

III. SEPARATE PROPERTY

a. **Retention of Separate Property**: Each Party shall retain all rights, title, and interest in and to their respective Separate Property, free and clear of any claim by the other Party, both during the marriage and in the event of an Event of Dissolution.

b. **Management of Separate Property**: Each Party shall have the sole and exclusive right to manage, control, sell, encumber, convey, assign, or otherwise dispose of their Separate Property without the consent or joinder of the other Party.

c. **Commingling**: The Parties agree to use reasonable efforts to keep their Separate Property distinct and separate from Marital Property. However, if Separate Property becomes commingled with Marital Property, it shall not lose its character as Separate Property if it can be traced and identified. The burden of tracing and identifying Separate Property shall be on the Party claiming it as such.

d. **Improvements to Separate Property**: Any improvements made to a Party's Separate Property, whether by the other Party's labor or funds, shall not convert such Separate Property into Marital Property, nor shall it create any claim for reimbursement or equitable interest in the improved property for the non-owning Party, unless otherwise agreed in writing.

IV. SEPARATE DEBTS

- a. Responsibility for Separate Debts: Each Party shall be solely responsible for their respective Separate Debts, including any interest, penalties, or costs associated therewith, both during the marriage and in the event of an Event of Dissolution.
- b. Indemnification: Each Party agrees to indemnify and hold harmless the other Party from any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or related to their own Separate Debts.

V. MARITAL PROPERTY AND DEBTS

a. Classification of Marital Property: All property acquired by the Parties during the marriage that is not defined as Separate Property under this Agreement shall be considered Marital Property.

b. Division of Marital Property: In the event of an Event of Dissolution, the Marital Property shall be divided as follows:

- Equally between the Parties.
- In proportion to each Party's financial contribution to the acquisition of such property.
- As otherwise agreed upon by the Parties in a separate written agreement executed after the

Marriage Date.

- Other: _____
-

c. Responsibility for Marital Debts: In the event of an Event of Dissolution, Marital Debts shall be divided as follows:

- Equally between the Parties.
- In proportion to each Party's financial contribution to the incurrence of such debts.
- As otherwise agreed upon by the Parties in a separate written agreement executed after the

Marriage Date.

- Other: _____
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VI. SPOUSAL SUPPORT (ALIMONY)

a. Waiver of Spousal Support: In the event of an Event of Dissolution, each Party hereby waives any and all rights to receive spousal support, maintenance, or alimony from the other Party, regardless of the duration of the marriage or the financial circumstances of either Party at the time of dissolution. This waiver is intended to be absolute and unconditional.

b. Reservation of Spousal Support: In the event of an Event of Dissolution, the issue of spousal support, maintenance, or alimony shall be determined by the court having jurisdiction over the dissolution proceedings, without regard to this Agreement.

c. Limited Spousal Support: In the event of an Event of Dissolution, spousal support, maintenance, or alimony shall be limited as follows:

(Check one option above. If no option is checked, the default shall be determined by applicable law.)

VII. INHERITANCE AND ESTATE RIGHTS

a. Waiver of Rights: Each Party hereby waives and relinquishes any and all rights, claims, and interests that they might otherwise acquire as a surviving spouse in the Separate Property of the other Party, including, but not limited to, rights to:

- i. Elective share or statutory share.
- ii. Homestead allowance.
- iii. Exempt property.
- iv. Family allowance.
- v. Intestate succession.

vi. Appointment as personal representative or administrator of the other Party's estate, unless nominated by the other Party's will.

b. Effect on Wills: This Agreement shall not prevent either Party from making a testamentary disposition of their Separate Property to the other Party by will or trust. However, any such disposition shall be considered a gift and not a recognition of any marital right.

VIII. LIVING EXPENSES DURING MARRIAGE

During the marriage, the Parties shall contribute to household expenses and living costs as follows:

IX. FUTURE ACQUIRED PROPERTY

Any property acquired by either Party after the Marriage Date shall be classified as Marital Property unless it falls within the definition of Separate Property as set forth in Section I(a) of this Agreement.

X. TAXES

The Parties agree to file their income tax returns as follows:

- Jointly
- Separately
- As mutually agreed upon each year.

Each Party shall be responsible for their proportionate share of any tax liabilities arising from their Separate Property or income. Tax liabilities arising from Marital Property or income shall be allocated as follows:

XI. INDEPENDENT LEGAL COUNSEL

Each Party acknowledges that they have been advised of their right to seek and have sought independent legal counsel of their own choosing regarding the terms and effect of this Agreement. Each Party represents that they have had sufficient time to review this Agreement with their respective counsel and fully understand its provisions. The name and address of Husband's counsel is:

_____ . The name and address of Wife's counsel is:

_____ .

XII. VOLUNTARY EXECUTION

Each Party acknowledges that they are executing this Agreement freely, voluntarily, and without any duress, coercion, undue influence, or misrepresentation from the other Party or any third party. Each Party is of sound mind and competent to enter into this Agreement.

XIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties concerning the matters set forth herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written, between the Parties.

XV. AMENDMENTS

This Agreement may not be amended, modified, or revoked except by a written instrument executed by both Parties and acknowledged before a notary public.

XVI. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall

remain in full force and effect.

XVII. WAIVER

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision at a later time. No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

XVIII. HEADINGS

The headings of the sections and subsections of this Agreement are for convenience only and shall not affect the interpretation or construction of any provision hereof.

XIX. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

XX. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XXI. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or by recognized overnight courier service, to the addresses set forth in the preamble of this Agreement, or to such other address as a Party may designate by written notice to the other Party.

XXII. ACKNOWLEDGMENT OF FAIRNESS

Each Party acknowledges that they have carefully read and fully understand all the provisions of this Agreement, that they have had the opportunity to consult with independent legal counsel, and that they believe the terms and conditions of this Agreement are fair, just, and reasonable.

XXIII. EFFECTIVE DATE

This Agreement shall become effective upon the solemnization of the marriage between Husband and Wife. In the event the marriage does not occur, this Agreement shall be null and void and of no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Prenuptial Agreement on the date first above written.

PROSPECTIVE HUSBAND

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

PROSPECTIVE WIFE

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WITNESSES:

The undersigned witnesses attest that they were present and observed the execution of this Prenuptial Agreement by Husband and Wife, and that Husband and Wife appeared to execute this Agreement freely and voluntarily.

WITNESS 1:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WITNESS 2:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

EXHIBIT A

HUSBAND'S FINANCIAL DISCLOSURE

(To be attached)

EXHIBIT B

WIFE'S FINANCIAL DISCLOSURE

(To be attached)

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State, personally appeared _____ (Husband's Name) and _____ (Wife's Name), known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____