

PRENUPTIAL AGREEMENT

This Prenuptial Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of _____, 20____, by _____ and between:

Party 1: Name: _____

Address: _____

City, State, ZIP: _____

Party 2: Name: _____

Address: _____

City, State, ZIP: _____

WHEREAS, the parties intend to marry each other on or about the _____ day of _____, 20____; and

WHEREAS, the parties desire to enter into this Agreement to define their respective rights and obligations in the event of a dissolution of marriage, separation, or death of either party;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. DEFINITIONS

a. "Separate Property" shall mean all property owned by either party prior to the marriage, including but not limited to real estate, personal property, stocks, bonds, and other financial instruments.

b. "Marital Property" shall mean all property acquired by either party during the marriage, except as otherwise provided in this Agreement.

c. "Joint Debts" shall mean any debts incurred jointly by the parties during the marriage.

d. "Individual Debts" shall mean any debts incurred by a party prior to the marriage or individually during the marriage.

2. SEPARATE PROPERTY

Each party shall retain sole ownership of their respective Separate Property, and neither party shall have any claim or interest in the Separate Property of the other. Each party agrees to execute any documents necessary to confirm the other's ownership of their Separate Property.

3. MARITAL PROPERTY

Any property acquired during the marriage shall be considered Marital Property and shall be subject to equitable distribution in the event of dissolution of marriage, unless otherwise agreed in writing by the parties. The parties agree to maintain a detailed record of all property acquired during the marriage.

4. DEBTS

Each party shall be responsible for their Individual Debts incurred prior to the marriage. Joint Debts incurred during the marriage shall be the responsibility of both parties. Each party agrees to indemnify and hold the other harmless from any liability arising from their Individual Debts.

5. WAIVER OF SPOUSAL SUPPORT

Both parties hereby waive any right to spousal support or alimony in the event of dissolution of marriage, except as otherwise agreed in writing. This waiver is made voluntarily and with full knowledge of the financial implications.

6. FULL DISCLOSURE

Each party acknowledges that they have made a full and fair disclosure of their financial status, including assets, liabilities, and income, and that they have had the opportunity to consult with independent legal counsel.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . The parties agree to submit to the jurisdiction of the courts of the State of _____ for any disputes arising under this Agreement.

8. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that reflects the original intent.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter herein. No representations or warranties other than those expressly set forth in this Agreement have been made by either party.

10. AMENDMENT

This Agreement may only be amended or modified by a written agreement signed by both parties. Any waiver of any provision of this Agreement shall not be deemed a waiver of any other provision.

11. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or by a recognized overnight courier service to the addresses set forth above. Each party agrees to notify the other of any change of address.

12. TERMINATION

This Agreement shall terminate upon the death of either party or upon the legal dissolution of the marriage, except for provisions that expressly survive termination. The parties agree that the provisions regarding Separate Property and waiver of spousal support shall survive termination.

13. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that they have had the opportunity to seek independent legal advice regarding this Agreement and that they are entering into this Agreement voluntarily and without duress or undue influence.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Party 1 Signature: _____

Printed Name: _____

Date: _____

Party 2 Signature: _____

Printed Name: _____

Date: _____

WITNESS:

Witness Signature: _____

Printed Name: _____

Date:

NOTARY PUBLIC:

State of _____

County of _____

On this _____ day of

_____, 20 _____,

before me, the undersigned Notary Public, personally appeared

_____ and _____,

known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(SEAL)