

CALIFORNIA PRENUPTIAL AGREEMENT

Parties: _____

BETWEEN:

Party A Name: _____

Address: _____

AND:

Party B Name: _____

Address: _____

RECITALS

WHEREAS, the Parties contemplate legal marriage under the laws of the State of California and desire to establish their respective rights and responsibilities regarding each other's income and property and the income and property that may be acquired, either separately or together, during the marriage; and WHEREAS, the Parties aim to create a complete understanding of their financial rights to avoid future disputes.

1. PURPOSE

This Agreement is made to define the property and financial rights of each Party in the event of dissolution of marriage, death, or other circumstances as permitted by California law.

2. DISCLOSURE

Each Party has made a fair and reasonable disclosure to the other of his or her property and financial obligations. Each Party acknowledges that he or she is entering into this Agreement voluntarily, with full knowledge of the other's financial situation.

3. SEPARATE PROPERTY

All property, real or personal, owned by each Party before the marriage and acquired individually by gift, bequest, devise, or descent shall remain the separate property of that Party.

4. COMMUNITY PROPERTY

Property acquired jointly during the marriage shall be considered community property and subject to equal division upon dissolution.

5. SPOUSAL SUPPORT WAIVER

Except as otherwise agreed in writing, each Party hereby waives any right to spousal support or maintenance in the event of dissolution of marriage.

6. DEBTS

Each Party shall be responsible for his or her separate debts incurred before or during the marriage, except debts jointly incurred.

7. ESTATE RIGHTS

This Agreement determines the Parties' rights in the event of death, superseding any default laws of intestate succession

regarding community or separate property.

8. AMENDMENTS

This Agreement may only be amended or revoked by a written agreement signed by both Parties.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. ENFORCEABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable.

11. VOLUNTARINESS

Each Party acknowledges that he or she has had the opportunity to consult with independent legal counsel of his or her own choice and enters into this Agreement freely and voluntarily.

12. EFFECTIVE DATE

This Agreement shall become effective upon the marriage of the Parties.

13. NOTICES

Any notices under this Agreement shall be in writing and delivered personally, by certified mail, or by recognized overnight courier to the addresses set forth above.

14. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties and supersedes all prior agreements relating to the subject matter hereof.

15. COUNTERPARTS

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

16. VOLUNTARY SIGNATURES

By signing below, the Parties acknowledge that they have read, understood, and agreed to all terms contained herein, intending to be legally bound.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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