

# MASSACHUSETTS PRENUPTIAL AGREEMENT

Location:

Date:

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## **PARTIES:**

Party 1 Full Name:

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Party 1 Address:

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Party 2 Full Name:

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Party 2 Address:

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## **RECITALS**

WHEREAS, the Parties contemplate legal marriage under Massachusetts law and desire to establish their respective rights and responsibilities regarding each other's property and financial matters in the event of separation, divorce, or death; and WHEREAS, the Parties intend this Agreement to be a valid and binding contract effective upon their marriage.

### **1. FULL DISCLOSURE**

Each Party has made a full and fair disclosure to the other of all assets, liabilities, and income that either Party owns or controls, whether individually or jointly.

### **2. SEPARATE PROPERTY**

All property, whether real, personal, or mixed, owned by each Party at the time of marriage or acquired thereafter by gift, inheritance, or other means, shall remain the separate property of that Party, free from any claim by the other Party.

### **3. MARITAL PROPERTY**

Property acquired jointly during the marriage shall be considered marital property and shall be divided in accordance with Massachusetts law upon dissolution.

### **4. DEBTS**

Each Party shall be responsible for debts incurred individually prior to and during the marriage, except for debts jointly undertaken.

### **5. SPOUSAL SUPPORT / ALIMONY**

The Parties waive any rights to spousal support or alimony now or in the future, except as otherwise agreed in writing or ordered by a court of competent jurisdiction.

### **6. WAIVER OF RIGHTS**

Each Party waives any right to the other's estate through intestacy, will, or otherwise, except as expressly provided in

this Agreement.

**7. GOVERNING LAW**

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

**8. FULL UNDERSTANDING**

The Parties acknowledge that they have had the opportunity to consult independent legal counsel of their choosing, have read and fully understand the terms of this Agreement, and enter into it voluntarily and without duress.

**9. AMENDMENTS**

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

**10. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**11. EFFECTIVE DATE**

This Agreement shall become effective upon the Parties' marriage.

**PARTY 1 SIGNATURE**

**PARTY 2 SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

State of Massachusetts County of \_\_\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ and

\_\_\_\_\_, proved to me through satisfactory evidence of identification to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated

purpose. Notary Public Signature: \_\_\_\_\_ My commission expires:

\_\_\_\_\_

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