

# PRENUPTIAL AGREEMENT

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

## PARTIES:

Party A (Prospective Spouse): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Party B (Prospective Spouse): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## RECITALS:

WHEREAS, the Parties contemplate legal marriage under the laws of the United States of America; and WHEREAS, the Parties 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 that this Agreement shall be legally binding and enforceable in accordance with its terms.

## AGREEMENT:

### 1. Separate Property

Each Party's property owned before the marriage, including but not limited to real estate, personal property, bank accounts, investments, retirement accounts, and business interests, as listed in Schedules attached hereto, shall remain the separate property of that Party. Neither Party shall have any claim or interest in the separate property of the other, except as otherwise agreed in writing.

### 2. Marital Property

Property acquired by either Party during the marriage, except as otherwise excluded herein, shall be considered marital property and subject to equitable distribution upon dissolution of marriage, divorce, or legal separation.

### 3. Income and Earnings

All income, earnings, and appreciation from separate property shall remain separate unless commingled with marital property. Income earned during the marriage from employment or business shall be considered marital property.

### 4. Debts

Each Party shall be responsible for debts incurred individually before and after the marriage unless jointly incurred or otherwise agreed. Neither Party assumes liability for the separate debts of the other.

### 5. Spousal Support/Waiver

The Parties waive any right to spousal support or maintenance except as mutually agreed in writing or ordered by a court of competent jurisdiction under applicable law.

### 6. Estate Rights

The Parties waive any rights to the other's estate upon death, including but not limited to rights as a surviving spouse, elective share, or intestacy, except as provided in a valid will or other estate planning documents.

## **7. Disclosure**

Each Party acknowledges full disclosure of assets, liabilities, and financial obligations has been made to the other to the best of their knowledge and belief. Each Party has had the opportunity to seek independent legal advice.

## **8. Governing Law**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state where it is executed or where the Parties reside, without regard to conflict of law principles.

## **9. Amendments**

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

## **10. Severability**

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

## **11. Voluntary Execution**

Each Party acknowledges that they have entered into this Agreement voluntarily, without duress or undue influence, and with a full understanding of its terms and legal consequences.

## **12. Legal Advice**

Each Party acknowledges the right to have independent legal counsel review this Agreement and either has done so or voluntarily waived such right.

## **13. No Future Modification Implied**

Nothing in this Agreement shall be construed as a modification of any prior agreement between the Parties unless expressly stated.

## **14. Entire Agreement**

This Agreement contains the entire understanding of the Parties concerning the subject matter herein and supersedes all prior agreements, negotiations, or understandings.

## **15. Execution in Counterparts**

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

## **16. Effective Date**

This Agreement shall become effective upon the Parties entering into lawful marriage.

**PARTY A'S SIGNATURE**

**PARTY B'S SIGNATURE**

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

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

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