

Prenuptial Agreement

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PRENUPTIAL AGREEMENT

This Prenuptial Agreement ("Agreement") is made and entered into as of [DATE OF SIGNING], by and between [PARTY A NAME], residing at [PARTY A ADDRESS] ("Party A"), and [PARTY B NAME], residing at [PARTY B ADDRESS] ("Party B") (collectively, the "Parties").

RECITALS

- The Parties contemplate legal marriage under the laws of the State of [STATE] and desire to establish their respective rights and responsibilities regarding property and financial matters in the event of separation, divorce, death, or other circumstances.**
- The Parties intend that this Agreement become effective upon their marriage, or on such other date as is specified in Section 2 (the "Effective Date").**
- Each Party has made a full and fair disclosure of his or her financial condition as set forth in Schedules attached hereto.**

AGREEMENT

1. Effective Date

1.1 This Agreement shall become effective on the date of solemnization of the marriage between the Parties, which shall occur on or after [DATE OF MARRIAGE], or on such other date as the Parties may specify in a signed written amendment (the "Effective Date").

2. Separate Property

2.1 Except as otherwise provided in this Agreement, all property, assets, income, and appreciation identified in Schedule A (Party A Separate Property) and Schedule B (Party B Separate Property) shall remain the separate property of the respective Party and shall not be subject to division as marital or community property.

2.2 Separate Property shall include property acquired before the marriage, gifts and inheritances received by a Party during the marriage, and property acquired in exchange for or with the proceeds of such separate property.

3. Marital or Joint Property

3.1 Property acquired by the Parties jointly during the marriage and property acquired with joint funds shall be treated as marital or joint property, unless specifically characterized as separate property in this Agreement or in accordance with applicable law.

3.2 The Parties may, by a written amendment signed by both Parties, alter the characterization of any property as separate or marital.

4. Income and Earnings

4.1 Each Party shall retain sole ownership of income derived from his or her separate property.

4.2 Income earned by either Party from labor or services during the marriage shall be treated as separate or marital in accordance with applicable law and the terms of this Agreement.

5. Debts and Liabilities

5.1 Each Party shall remain individually responsible for debts and liabilities incurred in his or her own name prior to the marriage as set forth in Schedule C (Party A Debts) and Schedule D (Party B Debts).

5.2 Debts incurred jointly or for the benefit of the marital household shall be the joint responsibility of the

Parties, unless otherwise agreed in writing.

6. Spousal Support / Alimony

6.1 The Parties agree that in the event of legal separation or dissolution of marriage, spousal support shall be determined as follows: [SELECT OPTION: (A) WAIVED BY BOTH PARTIES; (B) LIMITED TO [AMOUNT/TIME]; (C) DETERMINED BY APPLICABLE LAW OR FORMULA SPECIFIED HERE: [DESCRIBE FORMULA]].

6.2 The Parties acknowledge that laws affecting spousal support may vary by state and that this provision is intended to be enforceable to the maximum extent permitted by the laws of [STATE].

7. Estate Rights and Inheritance

7.1 Except as otherwise provided in this Agreement, each Party may dispose of his or her separate property by will, trust, or other testamentary instrument. Neither Party shall have any right to the other Party's separate property except as expressly provided herein or in a subsequently executed written instrument.

7.2 The Parties may, by separate written instrument, provide for rights of survivorship, beneficiary designations, or testamentary gifts consistent with this Agreement.

8. Management and Control of Property

8.1 Each Party shall have the exclusive right to manage, control, transfer, and otherwise deal with his or her separate property without interference from the other Party.

8.2 The Parties agree to cooperate in executing documents reasonably necessary to carry out the terms of this Agreement.

9. Business Interests

9.1 Any business, professional practice, corporation, partnership, limited liability company, or other entity owned or controlled by a Party prior to the marriage, and any increase in value thereof, shall remain the separate property of that Party unless specifically agreed otherwise in writing.

10. Full and Fair Disclosure

10.1 Each Party represents and warrants that he or she has made a full, fair, and complete disclosure to the other Party of his or her assets, liabilities, income, and other financial information as set forth in the Schedules attached to this Agreement.

10.2 Each Party acknowledges receipt of the other Party's financial disclosures and affirms that the disclosures are accurate to the best of his or her knowledge as of the date of signing this Agreement.

11. Independent Legal Counsel

11.1 Each Party acknowledges that he or she has had the opportunity to consult with independent legal counsel of his or her own choosing concerning this Agreement, that the terms hereof have been explained, and that each Party understands the nature and effect of this Agreement.

11.2 If a Party elects not to seek independent legal counsel, that Party acknowledges that he or she has been advised of the right to counsel and elects to sign this Agreement voluntarily without counsel.

12. Voluntariness

12.1 The Parties each represent and warrant that they are entering into this Agreement voluntarily, freely, and without duress, coercion, fraud, undue influence, or misrepresentation.

13. Waiver of Rights

13.1 Except as otherwise provided in this Agreement, each Party hereby waives any and all rights to the other's separate property, and any claims for support, property division, or distribution inconsistent with the terms of this Agreement, to the extent permitted by law.

14. Tax Matters

14.1 The Parties shall be responsible for the preparation and filing of any and all tax returns and for payment of any taxes attributable to their respective incomes and property as required by applicable law. Each Party shall cooperate in good faith to prepare and file any returns necessary to effectuate the terms of this Agreement.

15. Amendment and Revocation

15.1 This Agreement may be amended or revoked only by a written instrument signed by both Parties with the same formalities as required for this Agreement.

16. Governing Law

16.1 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of [STATE], without regard to conflict of laws principles.

17. Enforcement and Remedies

17.1 In the event of any breach or threatened breach of this Agreement, the non-breaching Party shall be entitled to pursue any remedy available at law or in equity, including specific performance and injunctive relief, subject to applicable statutory provisions.

18. Severability

18.1 If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the Parties' original intent.

19. Entire Agreement

19.1 This Agreement, including all Schedules and Exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, understandings, or agreements, whether written or oral.

20. Confidentiality

20.1 The Parties agree to keep the terms of this Agreement and any financial disclosures confidential, except as required for enforcement, to comply with legal obligations, or as otherwise required by law or court order.

21. Acknowledgment

21.1 Each Party acknowledges that he or she has read and understands this Agreement, has had the opportunity to consult with independent counsel, and is signing this Agreement voluntarily.

EXECUTION

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

Party A:

Signature: _____

Name: [PARTY A NAME]

Date: [DATE]

Party B:

Signature: _____

Name: [PARTY B NAME]

Date: [DATE]

Acknowledgment of Independent Counsel (Optional):

I, [ATTORNEY NAME], counsel for [PARTY A or PARTY B], hereby acknowledge that I have advised my client regarding the terms and consequences of this Agreement and have provided independent legal advice.

Attorney Signature: _____

Name: [ATTORNEY NAME]

Bar Number: [BAR NUMBER]

Firm: [LAW FIRM NAME]

Date: [DATE]

Notary Acknowledgment

State of [STATE]

County of [COUNTY]

On this _____ day of _____, [YEAR], before me, the undersigned notary public, personally appeared [PARTY A NAME] and [PARTY B NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

Notary Public Signature: _____

Print Name: [NOTARY NAME]

My Commission Expires: [DATE]

(Notary Seal)

Schedules and Exhibits

Schedule A: Party A Separate Property (describe each asset, account, and descriptive details)

- [ASSET DESCRIPTION], [ACCOUNT NUMBER], [ESTIMATED VALUE]
- [OTHER ASSETS]

Schedule B: Party B Separate Property (describe each asset, account, and descriptive details)

- [ASSET DESCRIPTION], [ACCOUNT NUMBER], [ESTIMATED VALUE]
- [OTHER ASSETS]

Schedule C: Party A Debts and Liabilities

- [CREDITOR NAME], [ACCOUNT NUMBER], [BALANCE]

Schedule D: Party B Debts and Liabilities

- [CREDITOR NAME], [ACCOUNT NUMBER], [BALANCE]

Exhibit 1: Additional Provisions (optional)

- [INSERT ANY ADDITIONAL TERMS: E.G., PETITIONING FOR NAME CHANGE, TRUST ARRANGEMENTS, PREMARITAL COUNSELING PROVISIONS]

Instructions and Notes for Use

- Complete all schedules and attach supporting documentation to ensure full and fair disclosure.
- Consider independent legal advice in the state where you intend to marry and where the agreement may be enforced.
- Review and update beneficiary designations and estate planning documents to ensure consistency with this Agreement.
- File or store this Agreement in a secure location and provide copies to counsel and any necessary

parties.

This template is provided for general informational purposes and does not constitute legal advice. Parties should consult qualified legal counsel to ensure this Agreement meets their needs and complies with applicable state law.

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.