

PREMARITAL AGREEMENT

This **Agreement** is entered into on this _____, by and between _____ (hereafter referred to as “_____”) and _____ (hereafter referred to as “_____”).

1. Purpose. The parties intend to marry each other on _____ in _____, _____. In advance of their marriage, the parties wish to provide for their rights and obligations in and to each other’s assets and property including that which each of the parties currently and separately own, that which each will acquire separately during the marriage and that which both will acquire together during the marriage, in the event the marriage is terminated.

2. Current Circumstances. With respect to current circumstances:

(a) _____ currently resides at _____, _____, _____. _____ represents that he or she was not previously married. _____ has no children.

(b) _____ currently resides at _____, _____, _____. _____ represents that he or she was not previously married. _____ has no children.

3. Effective Date. This Agreement will be effective on _____, the date of marriage. If we do not marry each other by such date, this Agreement will be null and void and its provisions unenforceable.

4. Disclosure. The parties have made full, fair and reasonable disclosure to each other of his or her financial information regarding net worth, assets, income, holdings, liabilities and debts as set forth in Exhibits A and B to this Agreement. _____’s financial information is set forth in Exhibit A to this Agreement. _____’s financial information is set forth in Exhibit B to this Agreement. _____ acknowledges receipt, review and understanding of _____’s financial information prior to signing this Agreement. _____ acknowledges receipt, review and understanding of _____’s financial information prior to signing this Agreement.

5. Legal Representation. _____ and _____ represent that they had the opportunity to consult with legal counsel however chose not to engage legal counsel in the drafting and negotiation of this Agreement. The failure to consult legal counsel constitutes a waiver of such right. Both parties represent that they understand the contents of this Agreement, acknowledge this Agreement is fair and reasonable and have chosen to freely and voluntarily enter into this Agreement.

6. Premarital Property. With respect to premarital property:

(a) All of _____’s property listed in Exhibit A that is separately owned prior to the marriage will remain as _____’s non-marital, separate and individual property during and after the marriage. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of _____. _____ has the full right and authority to manage, sell, gift, transfer or otherwise dispose of _____’s separate property.

(b) All of _____’s property listed in Exhibit B that is separately owned prior to the marriage will remain as _____’s non-marital, separate and individual property during and

after the marriage. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of _____. _____ has the full right and authority to manage, sell, gift, transfer or otherwise dispose of _____'s separate property.

7. Property Acquired During Marriage. With respect to property acquired during marriage:

(a) Property earned, acquired and given to _____ individually during marriage will be treated as _____'s and remain _____'s non-marital, separate and individual property. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of _____. _____ has the full right and authority to manage, sell, gift, transfer or otherwise dispose of _____'s separate property. However, the following individual property of _____'s will be considered the marital property of both _____ and _____: _____.

(b) Property earned, acquired and given to _____ individually during marriage will be treated as _____'s own and remain _____'s non-marital, separate and individual property. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of _____. _____ has the full right and authority to manage, sell, gift, transfer or otherwise dispose of _____'s separate property. However, the following individual property of _____'s will be considered the marital property of both _____ and _____: _____.

(c) All assets and property that are earned and acquired by both parties through their joint efforts or given to both parties will be treated as marital property and owned equally by _____ and _____ or as otherwise designated in a writing signed by both parties.

(d) In the event the marriage is terminated, the marital property is subject to division as determined by the jurisdiction whose law governs the construction of this Agreement.

8. Premarital Debts. With respect to premarital debts:

(a) _____'s pre-existing debts or obligations listed in Exhibit A that exist prior to the marriage will remain as _____'s sole responsibility during and after the marriage. Any increase in the value of _____'s pre-existing debts or obligations listed in Exhibit A will also remain the sole responsibility of _____. However, the following debts or obligations of _____'s will be considered the marital debt of both _____ and _____: _____.

(b) _____'s pre-existing debts or obligations listed in Exhibit B that exist prior to the marriage will remain as _____'s sole responsibility during and after the marriage. Any increase in the value of _____'s pre-existing debts or obligations listed in Exhibit B will also remain the sole responsibility of _____. However, the following debts or obligations of _____'s will be considered the marital debt of both _____ and _____: _____.

(c) In the event the marriage is terminated, the marital debt is subject to division as determined by the jurisdiction whose law governs the construction of this Agreement.

9. Debts Acquired During Marriage. With respect to debts acquired during marriage:

(a) Any debts or obligations incurred by _____ during the marriage will be _____'s sole responsibility. _____ will not assume or become responsible for the debts or obligations due to the marriage without _____'s written consent. _____ will indemnify _____ if a debt or obligation is asserted as a claim or demand against _____'s property and _____ will be responsible for all related expenses including attorney's fees. However, the following debt of _____'s will be considered the marital debt of both _____ and _____: _____.

(b) Any debts or obligations incurred by _____ during the marriage will be _____'s sole responsibility. _____ will not assume or become responsible for the debts or obligations due to the marriage without _____'s written consent. _____ will indemnify _____ if a debt or obligation is asserted as a claim or demand against _____'s property and _____ will be responsible for all related expenses including attorney's fees. However, the following debt of _____'s will be considered the marital debt of both _____ and _____: _____.

(c) In the event the marriage is terminated, the marital debt is subject to division determined by the jurisdiction whose law governs the construction of this Agreement.

10. Taxes. With respect to taxes:

(a) During their marriage, the parties may elect to file a joint federal and state income tax return, but each party will continue to be liable for any and all taxes associated with their separate property.

(b) In the event the marriage is terminated, tax returns shall be separately filed.

11. Binding. This Agreement will inure to the benefit of and be binding upon the parties, their successors, heirs, executors, administrators, assigns and representatives.

12. Severability. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not be affected and the remaining provisions shall be construed, to the extent possible, to give effect to this Agreement without the inclusion of such invalid, illegal or unenforceable provision.

13. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of _____, not including its conflicts of law provisions.

14. Further Assurances. At the written request of either party, the other party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

15. Headings. The section headings herein are for references purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

16. Entire Agreement. This Agreement including all Exhibits attached hereto contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

17. Amendment or Revocation. This Agreement may be amended or modified only by a written agreement signed by both of the parties. This Agreement may be revoked if both parties sign a written agreement before the presence of a notary public or other authorized official. Revocation shall become effective when properly recorded as required by state and local laws.

18. Signatures. The signatures of the parties to this Agreement represent the parties acknowledgement that they have been informed of their legal rights, given an adequate amount of time to consider entering into this Agreement, read and understood the Agreement, agree with the contents of the Agreement, had sufficient time to review the Agreement and believe it to be fair, have not been pressured or coerced into signing the Agreement and chosen to freely and voluntarily enter into this Agreement.

Signed this _____ day of _____, 20_____.

Full Name of the **First Party**

Full Name of the **Second Party**

Signed in the presence of:

Signature of **Witness**

Name of **Witness**

Address of **Witness**

Signature of **Witness**

Name of **Witness**

Notary Public

My Commission Expires: _____

Exhibit A

Attach first party's financial information regarding net worth, assets, income, holdings, liabilities and debts and/or financial statement.

Exhibit B

Attach second party's financial information regarding net worth, assets, income, holdings, liabilities and debts and/or financial statement.

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GENERAL INSTRUCTIONS

If you are planning on getting married, you and your partner may want to consider a Prenuptial Agreement. In the event the marriage were to end, such an agreement that has been created by the two of you would dictate how your assets are divided rather than let it be decided on by the courts and existing law. This agreement allows you and your partner to determine your financial future and protect your assets and estates.

WHAT IS A PRENUPTIAL AGREEMENT?

A Prenuptial Agreement is a type of legal contract made between two people before they are officially married under the laws of their state. This contract is designed to set out the financial rights and responsibilities of each partner in the event the marriage is terminated due to divorce, annulment, separation or death. The agreement typically includes a description of the partners' separate and joint assets and the division of such assets. For this document to be valid, both parties must have had sufficient time to consider the agreement and want to enter into the agreement freely and voluntarily.

WHY YOU SHOULD CONSIDER HAVING ONE

Prenuptial Agreements can give both parties a sense of security when entering into a marriage. It can protect the personal assets of both parties as well as separate the personal assets from the shared assets acquired jointly by the couple. In addition to protecting assets, it can also shield one partner from the debts of the other partner.

The existence of one of these agreements fosters open discussion about how assets, separate and joint, are to be handled in the event the marriage ends. An agreement like this can relieve stress and anxiety about what may occur in the future. If either partner already has children prior to this marriage, a Prenuptial Agreement can be used to provide for such children.

WHAT YOU CAN INCLUDE

Prenuptial Agreements typically address the treatment of the partners' separate premarital assets, assets acquired separately during marriage, assets acquired jointly during marriage and the division of those assets. This may include properties, businesses, investments, income and inheritances as well as vehicles, antiques, furniture, jewelry or other valuable items.

It is very important that both parties are completely open and honest with each other and fully disclose all assets and liabilities when drawing up a Prenuptial Agreement.

While provisions regarding alimony or spousal support payments may be included in Prenuptial Agreements depending on the laws of the state, provisions regarding child support, child custody or child visitation rights are prohibited from Prenuptial Agreements.

WHO SHOULD HAVE A PRENUPTIAL AGREEMENT?

A Prenuptial Agreement is suitable for any couple about to enter into a legal marriage regardless of the couple's financial background, but it is particularly suitable for those who want to have a clearly defined division between their personal assets and joint assets that may be later acquired together during the marriage. They may be especially desirable in the following circumstances:

- If one partner has greater wealth or assets than the other partner.
- If one partner has a high amount of personal debt.
- If either partner has any children from previous relationships.
- If either or both partners previously earned or acquired or will earn or acquire a significant amount of assets and want those assets to remain separate.
- If either or both partners expect an inheritance or a high increase in income.
- If either or both partners prefer to avoid potential future conflict or confusion regarding division of their assets in the event the marriage ends.

ARE THEY ALWAYS BINDING?

In many cases, a Prenuptial Agreement will be honored by the courts and be binding on the partners as long as applicable laws and certain requirements are followed. However, there are circumstances in which these agreements or certain provisions within it are determined to be invalid and unenforceable. For example, if it can be proven that the agreement was signed involuntarily or under duress by one of the partners or signed right before the wedding, then the agreement is likely to be found null and void. Certain terms in the agreement may be discounted if it violates existing law or if either party failed to declare all of their assets during the creation of the agreement. Due to the significant nature of these agreements, it may be beneficial to create these agreements with the help of legal professionals, a different attorney to represent you and your partner.