

PRENUPTIAL AGREEMENT

PREMARITAL AGREEMENT BETWEEN PROSPECTIVE SPOUSES

AGREEMENT NO.

EFFECTIVE DATE

This Prenuptial Agreement (the "Agreement") is made between the prospective spouses below, in contemplation of marriage, to determine their property and financial rights during marriage and in the event of separation, divorce, or death.

1 THE PARTIES

PROSPECTIVE SPOUSE 1

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

PROSPECTIVE SPOUSE 2

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

2 MARRIAGE & INTENT

The parties intend to marry on or about the date below and enter this Agreement freely to define their financial rights. It takes effect only upon their marriage.

PLANNED WEDDING DATE

STATE OF MARRIAGE

3 FULL FINANCIAL DISCLOSURE

Each party has provided the other a full and fair disclosure of their assets, debts, and income, attached as separate schedules, and each has had the opportunity to review them and to consult independent counsel.

- ☐ Schedule A — Spouse 1 assets & debts attached
- ☐ Schedule B — Spouse 2 assets & debts attached
- ☐ Each party had the opportunity to consult independent legal counsel

4 SEPARATE PROPERTY

Property each party owns before marriage, and property later received by gift or inheritance, remains that party's separate property, along with its income and appreciation, unless the parties agree in writing to treat it as marital property.

NOTABLE SEPARATE PROPERTY TO BE PRESERVED

5 MARITAL PROPERTY

Property the parties agree to own together, and how it will be divided in the event of divorce, is described below.

TREATMENT & DIVISION OF MARITAL PROPERTY

6 SPOUSAL SUPPORT

The parties' agreement regarding spousal support (alimony) is set out below. Some states limit or scrutinize support waivers; a court may decline to enforce an unconscionable term.

Spousal support:

☐ Waived by both ☐ As specified below ☐ Left to the court

SPOUSAL-SUPPORT TERMS (IF ANY)

7 DEBTS

Each party remains responsible for the debts they bring into or incur individually during the marriage, except as stated below.

ALLOCATION OF DEBTS

8 DEATH & ESTATE RIGHTS

The parties' rights on the death of a spouse, including any waiver of elective-share or estate rights, are described below; each party may still provide for the other by will or beneficiary designation.

ESTATE / INHERITANCE PROVISIONS

9 VOLUNTARY EXECUTION & INDEPENDENT COUNSEL

Each party signs voluntarily, without duress, after adequate time to review, and has either obtained independent legal counsel or knowingly and voluntarily waived the right to do so.

Spouse 1 representation:

☐ Represented by counsel ☐ Voluntarily waived counsel

Spouse 2 representation:

☐ Represented by counsel ☐ Voluntarily waived counsel

10 GOVERNING LAW & SEVERABILITY

This Agreement is governed by the law of the state below. If a provision is unenforceable, the remainder stays in effect. It may be amended only in a signed, notarized writing.

GOVERNING STATE / JURISDICTION

11 ADDITIONAL TERMS

The parties may record additional agreed terms or special provisions below. Any handwritten addition or alteration should be initialed by all parties.

ADDITIONAL TERMS / SPECIAL PROVISIONS

12 SIGNATURES (all parties)

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

PROSPECTIVE SPOUSE 1 SIGNATURE

PRINT NAME

DATE

WITNESS SIGNATURE (IF REQUIRED)

DATE

PROSPECTIVE SPOUSE 2 SIGNATURE

PRINT NAME

DATE

WITNESS SIGNATURE (IF REQUIRED)

DATE

13 NOTARY ACKNOWLEDGMENT (if required)

ACKNOWLEDGMENT

State of , County of

On (date), before me personally appeared

the above-named person(s), known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged that they executed it for the purposes stated herein.



NOTARY PUBLIC SIGNATURE

COMMISSION EXPIRES