

# Prenuptial Agreement

This Agreement is executed on the \_\_\_\_\_

of \_\_\_\_\_, \_\_\_\_\_, by and between the following Parties:

**Name of First Party (Wife)**

**Name of Second Party (Husband)**

**Address of First Party (Wife)**

**Address of Second Party (Husband)**

**WHEREAS**, the Parties intend to declare their marital vows (the "Marriage") on \_\_\_\_\_;

**WHEREAS**, it is the Parties' mutual desire to enter into an agreement for the purpose of each to have in writing their respective rights and obligations with regard to each other's assets in light of their intention to marry each other;

**WHEREAS**, the terms "Husband" and "Wife" have no correlation to the person's gender and are solely used to identify the individual in this Agreement. When mentioned in a singular version, "Husband" and "Wife", shall be known as a "Spouse", and when mentioned together, the Husband and Wife shall be known as the "Couple";

**WHEREAS**, The term "Divorce" shall refer to the dissolution of the marriage between the Couple. A Divorce is certified through a judgment, decree, or similar document that validates the dissolution of the marriage in the jurisdiction of the Governing Law;

**NOW THEREFORE**, in consideration of the foregoing premises, the Parties agree to as follows:

## 1. Grounds for Divorce

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This Agreement shall remain in effect only if the grounds for Divorce are due to the following; Irreconcilable Differences - the irretrievable breakdown of the marriage and incompatibility of temperament led to the irremediable breakdown of the marriage with no possibility of reconciliation.

- Adultery - by either spouse
- Prison sentence - of equal or greater than \_\_\_\_\_ months for either spouse.
- Alcoholism/Drug addiction - of any legal or illegal substance. If contested, a licensed physician shall be the ultimate 3rd party to verify and certify such claims.
- Other: \_\_\_\_\_

## 2. Engagement Period

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For this Agreement to be valid, the Couple must legally marry within \_\_\_\_\_ months ("Engagement Period")

If the Couple fails to marry within the Engagement Period, then this Agreement shall become void.

## 3. Children

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The Husband has the following children from a previous relationship:

\_\_\_\_\_ born on \_\_\_\_\_.

The Wife has the following children from a previous relationship:

\_\_\_\_\_ born on \_\_\_\_\_.

The Couple have the following children together;

\_\_\_\_\_ born on \_\_\_\_\_.

As long as the Couple remain married, the Couple mutually agree on and acknowledge that they shall provide support for the children listed above including shelter, health, education, nutrition and other support when necessary.

In the event of Divorce each Spouse shall retain sole and exclusive physical and legal custody of their children from prior relationships.

For the children the Couple have together, the Couple shall have joint legal custody of their minor children upon filing for Divorce and shall jointly be responsible for the child's welfare, education, health and support.

#### **4. Spousal Support / Alimony**

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In the event of Divorce, the Couple agrees that there shall be alimony paid from the \_\_\_\_\_ ("Paying Spouse") to the \_\_\_\_\_ ("Receiving Spouse") in the following manner ("Spousal Support");

The Couple agrees that the Paying Spouse shall provide Spousal Support in the amount of \_\_\_\_\_ each month to the Receiving Spouse to be paid out on the \_\_\_\_\_ day of each month.

Adjustments to potential Spousal Support may only be considered with the completion of a Spousal Support Addendum added to this Agreement signed by both parties.

Said payments shall continue in perpetuity until either Spouse's death, the remarriage of the Receiving Party, or modification or termination by further court order, whichever occurs first.

#### **5. Additional Payment**

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In addition to the Spousal Support, in the event of Divorce, there shall be an additional one time payment from the \_\_\_\_\_ to the \_\_\_\_\_ ("Additional Payment") in the amount of \_\_\_\_\_.

The Additional Payment must be made within \_\_\_\_\_ days after a divorce judgment.

## 6. Financial Disclosure

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The Couple has disclosed the following financial disclosures in accordance with the State law;

a) Husband's Property

b) Husband's Debts

c) Wife's Property

d) Wife's Debts

## 7. Ownership of Debts

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In the event of Divorce, the Couple agrees that each Spouse's debts and liabilities are the following;

Debts and liabilities owned before the marriage shall be owned by \_\_\_\_\_,

Debts and liabilities owned during the marriage shall be owned by \_\_\_\_\_.

## 8. Ownership of Property

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In the event of Divorce, the Couple agrees that each Spouse's assets and property are the following;

Assets and property owned before the marriage shall be owned by \_\_\_\_\_,

Assets and property owned during the marriage shall be owned by \_\_\_\_\_.

## 9. Business Ownership

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Any business that is separately owned by either Spouse prior to the marriage shall remain as \_\_\_\_\_ for the purposes of this Agreement. Any income from the business or appreciation in the businesses' value shall be also considered as \_\_\_\_\_.

Any business that is acquired by either Spouse, including income from the business, during the marriage shall be treated as Marital Property. Upon the dissolution of the marriage, the ownership of the Marital Property businesses and its income or appreciated value shall be split between the Couples accordingly:

The Husband shall get \_\_\_\_\_ of the business.

The Wife shall get \_\_\_\_\_ of the business.

## 10. Bank Accounts

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Upon the marriage, each Spouse acknowledges that they have the full ownership of their bank accounts jointly. A joint bank account with shared ownership may be created at a later date with the Couple acknowledging that it is not obligatory. In the event of Divorce, each Spouse shall retain and keep any money in their separate accounts.

## 11. Disability

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Each Spouse \_\_\_\_\_ does \_\_\_\_\_ does not pledge to the other that they will take care of them indefinitely in the event of disability of any kind during the marriage. A disability is defined as any diagnosed condition materially affecting an individual either mentally or physically that prohibits their ability to seek employment.

## 12. Earnings

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In the event of Divorce, the earnings of the Couple during the marriage shall be owned as follows:

The Husband receives \_\_\_\_\_ and the Wife receives \_\_\_\_\_ of the earnings of the Couple.

The earnings which include, but are not limited to, salaries, bonuses, personal payments, gifts, dividends, distributions and any other income, shall be shared by the Couple equally.

## 13. Insurance

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The Couple agrees that;

Each Spouse shall be responsible for their own health insurance in the event of Divorce.

\_\_\_\_\_ shall pay for \_\_\_\_\_'s insurance in the event of Divorce; for \_\_\_\_\_ in perpetuity until either Spouse dies or remarries.

## 14. Death of Either Spouse

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If either Spouse survives the death of the other, the surviving Spouse shall have the right to continue dwelling in the Couple's marital residence for the surviving Spouse's lifetime or until such a time as specified in the deceased Spouse's Living Will and Testament. In the absence of a Living Will and Testament, the surviving Spouse shall receive all Marital Property upon the death of the other Spouse.

## 15. Notice of Bankruptcy Filing

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If either Spouse decides to claim any rights under the bankruptcy laws, that Spouse must notify the other of this intention in writing at least \_\_\_\_\_ days before filing the petition.

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## 16. Modification by Subsequent Agreement

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This Agreement may be modified by subsequent written agreement of the Couple that must be signed by both of the Spouses, an oral agreement to the extent that the Couple executes it, or an in-court oral agreement made into order by a court of competent jurisdiction.

## 17. Counsel Fees

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Each Spouse shall be responsible for the payment of his/her own counsel fees in connection with the negotiation and execution of this prenuptial agreement.

In the event of an action between the Spouses for divorce, separation, annulment or dissolution of the parties marriage, each party shall be responsible for the payment of his/her own legal fees and expenses, regardless of the outcome of the legal proceeding, and each Spouse shall keep the other Spouse free, harmless and indemnified on account of any liability therefor.

## 18. General Provisions

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- Each Spouse shall, upon the other's request, take any and all steps to execute, acknowledge and deliver unto the other Spouse any and all further instruments necessary or expedient to effectuate the purposes of this Agreement.
- The consideration for this Agreement is the mutual promises and waivers herein contained and the marriage about to be solemnized. If the marriage does not take place, this Agreement shall be in all respects and for all purposes null and void.
- The Couple acknowledges that they have entered into this Agreement without coercion of any kind from any source whatsoever and that they clearly understand and consent to all of the provisions contained herein. They believe this Agreement to be fair, just and reasonable, and acknowledge that the within agreement has been fully explained to them by their attorneys.
- This Agreement contains the entire understanding of the Couple. There are no representations, warranties, promises or covenants, undertakings or otherwise other than those expressly set forth herein.
- This Agreement shall inure to the benefit of and shall be binding upon the heirs, executors and administrators of the Couple.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on

\_\_\_\_\_.

**The Wife's Signature**

\_\_\_\_\_

**The Husband's Signature**

\_\_\_\_\_



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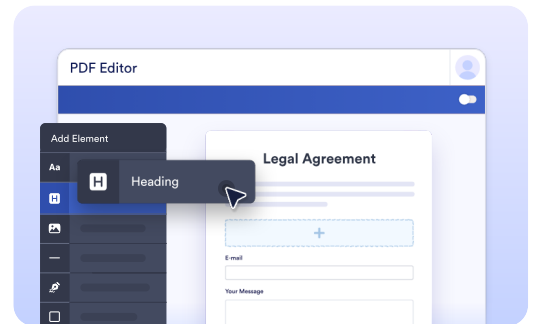
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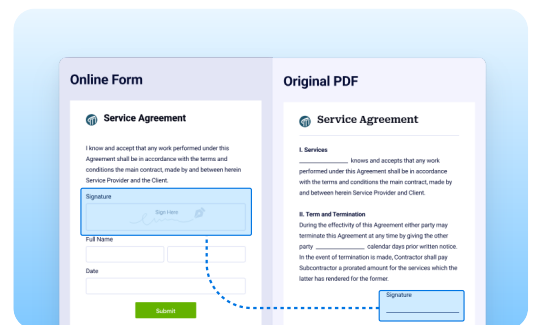
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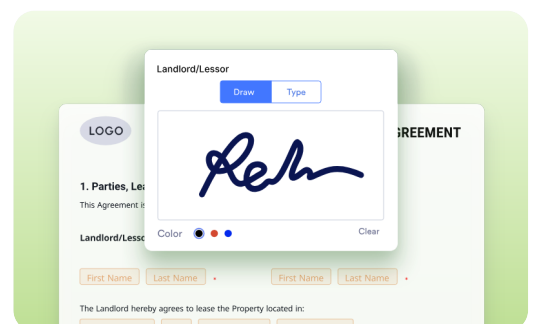
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