

# PRENUPTIAL AGREEMENT

This Prenuptial Agreement (“Agreement”) is made between \_\_\_\_\_ and \_\_\_\_\_, (“The Parties”) and becomes valid on \_\_\_\_\_, 20\_\_\_\_. The Parties have the intention to marry each other in the near future.

Each Party acknowledges entering this Agreement voluntarily and with full knowledge of all of the facts and circumstances pertinent to it. Further, the Parties acknowledge that they have made full disclosure of all of their properties, income, estate, and financial obligations.

The Purpose of this Agreement is to set forth all legal rights regarding the property and estates of The Parties as thoroughly as possible.

The Parties have agreed on mutual promises and undertakings set forth below:

1. **Premarital Property.** The Parties have agreed to have [Joint ownership/Separate ownership]. Therefore, the Parties [shall share every property and estate listed, and each party will have the full right and authority to manage them/ shall continue to have separate ownership over the property of the party that acquired it].
2. **Premarital Debts.** The Parties have agreed to have [Joint ownership/Separate ownership]. Therefore, the Parties [shall share every property and estate listed, and each party will have the full right and authority to manage them/ shall continue to have separate ownership over the property of the party that acquired it].
3. **Legal Disability.** In case of any legal disability, The Parties waive any right to serve as conservator of the person or property of the other.
4. **Divorce or Legal Separation.** Neither party shall make a claim on separate or marital property owned by the other party during the marriage in case of divorce or legal separation. This provision shall not apply to any property acquired under Joint Ownership during the marriage.
5. **Earnings.** In the event of a Divorce, the Parties agrees that each party’s earnings during the marriage shall be owned by (Each party separately/The couple jointly).
6. **Gifts.** Nothing contained in this Agreement shall constitute a waiver if one of the parties makes a gift to the other during their lifetime or at death of or for benefit of the other party.
7. **Fiduciaries.** If a party is designated or nominated as attorney-in-fact, guardian, conservator, executor, trustee, or other fiduciary in an instrument signed after the date of this Agreement, the designated party shall act under the provisions of such document or an order of the court.

- 8. **Children from Marriage.** Any children born from the marriage between the Parties shall not be affected by this Agreement and such child or children will have right to receive support from either or both Parties.
- 9. **Death.** In case of death of one of the parties, all claims and rights acquired by the other party by reason of the marriage will be waived at death, including the right to act as an administrator.
- 10. **Amendment.** The amendment of this agreement can only be carried out in writing and signed by each of the parties. Their attorneys-in-fact and other legal representatives are not allowed to amend it.
- 11. **Applicability.** If any clause or term of this Agreement is held to be unenforceable or invalid as a matter of law, all other provisions shall remain in effect to the fullest extent permissible under the governing law.

12. Additions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. **Governing Law.** This Prenuptial Agreement will be governed by the law of the State of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
First Party

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Second Party

# NOTARY ACKNOWLEDGMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

This document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the undersigned, \_\_\_\_\_, who i personally acquainted and who acknowledged that they signed this agreement for the purposes stated in it.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_