

# PRENUPTIAL AGREEMENT

## 1. 1. Parties and Contemplated Marriage

This Prenuptial Agreement (the "Agreement") is made on [EFFECTIVE DATE] between [PARTY ONE FULL NAME], residing at [PARTY ONE ADDRESS], and [PARTY TWO FULL NAME], residing at [PARTY TWO ADDRESS]. The parties are referred to individually as a "Party" and together as the "Parties." The Parties intend to marry each other on or about [PLANNED WEDDING DATE] in [WEDDING LOCATION]. This Agreement is made in contemplation of that marriage and takes effect only if and when the marriage is legally solemnized. If the marriage does not take place, this Agreement is void and neither Party acquires any right under it.

## 2. 2. Purpose and Intent

The Parties enter this Agreement to define their respective property rights and financial obligations during the marriage and in the event the marriage ends by divorce, legal separation, annulment, or death. Each Party wishes to preserve the separate character of the property each brings into the marriage, to avoid uncertainty and litigation later, and to make a written record of what has been agreed. Nothing in this Agreement is intended to encourage or promote the dissolution of the marriage. The Parties acknowledge that they are entering this Agreement freely, that neither is acting under coercion, threat, duress, or undue influence, and that neither has been promised anything outside the terms written here.

## 3. 3. Full and Fair Financial Disclosure

Each Party has provided the other with a written statement of assets, liabilities, income, and reasonably expected future income, attached as Schedule A for [PARTY ONE FULL NAME] and Schedule B for [PARTY TWO FULL NAME]. Each Party has had a full opportunity to review the disclosures of the other, to ask questions, and to request supporting documents such as account statements, tax returns, appraisals, and business records. Each Party represents that the information provided is complete and accurate in all material respects as of [DISCLOSURE DATE] and that no asset, income source, or debt of material value has been concealed or understated. Each Party waives any further discovery or valuation and accepts the disclosures as sufficient for the purpose of entering this Agreement.

## 4. 4. Separate Property

The property listed on Schedule A remains the sole and separate property of [PARTY ONE FULL NAME], and the property listed on Schedule B remains the sole and separate property of [PARTY TWO FULL NAME]. Separate property also includes all of the following, whether acquired before or during the marriage: property received by gift, devise, bequest, or inheritance from a third party; the proceeds of the sale, exchange, or refinancing of separate property; property purchased with separate funds and traceable to them; and, unless Section 6 provides otherwise, all appreciation, rents, dividends, interest, and other income generated by separate property. Each Party may sell, encumber, transfer, invest, or give away that separate property without the consent, joinder, or signature of the other, and each Party waives any claim to the separate property of the other, including any claim based on equitable distribution, community property, dower, curtesy, or elective share.

## 5. 5. Marital Property and Jointly Titled Assets

Property that the Parties acquire together during the marriage and hold in joint names, and any property the Parties designate in writing as marital, is "Marital Property" and will be divided as follows if the marriage ends: [MARITAL PROPERTY DIVISION, e.g., equally between the Parties / in proportion to each contribution as shown by records]. A Party who contributes separate funds to the purchase, improvement, or debt reduction of

Marital Property is entitled to reimbursement of that contribution before any division, provided the contribution is documented in writing or is otherwise traceable. Placing separate property into joint names does not by itself convert it into Marital Property unless the transferring Party signs a written statement expressing that intent. Household furnishings, appliances, and similar items acquired during the marriage for common use are presumed to be Marital Property regardless of who paid for them.

## **6. 6. Income and Earnings During the Marriage**

The Parties elect the following treatment for earnings during the marriage: [EARNINGS ELECTION, e.g., wages, salary, bonuses, and self-employment income of each Party remain that Party separate property / earnings of both Parties become Marital Property]. Income, appreciation, and distributions generated by separate property remain separate, except that any increase in value of a separate asset attributable to the substantial personal labor or active management of the other Party during the marriage may be treated as [ACTIVE APPRECIATION TREATMENT, e.g., separate property, with a reimbursement of documented contributions to the contributing Party]. Each Party will maintain a separate bank account for separate funds and will avoid depositing separate funds into a joint account except as a documented contribution to household expenses. Routine household expenses will be shared as follows: [HOUSEHOLD EXPENSE ARRANGEMENT].

## **7. 7. Debts and Liabilities**

Each Party remains solely responsible for the debts that Party incurred before the marriage, as listed on the applicable Schedule, including student loans, credit card balances, tax liabilities, mortgages, and business obligations. Neither Party will use the credit of the other, pledge property of the other, or incur any joint debt without prior written consent. A debt incurred during the marriage in the name of one Party alone is that Party sole responsibility unless the debt was incurred for a necessity of the family or for the benefit of both Parties. If a creditor pursues one Party for a debt allocated to the other under this Agreement, the responsible Party will indemnify, defend, and hold the other harmless for the amount of that debt together with reasonable attorney fees and costs.

## **8. 8. Marital Residence**

The residence the Parties intend to occupy is located at [RESIDENCE ADDRESS] and is currently owned by [CURRENT OWNER]. That residence will be treated as [RESIDENCE TREATMENT, e.g., the separate property of the titled owner / Marital Property]. If both Parties contribute to the mortgage principal, taxes, insurance, or capital improvements of a residence titled in one name, the contributing Party is entitled to reimbursement of [REIMBURSEMENT BASIS, e.g., the documented amount contributed without interest / a proportionate share of the equity] on divorce or sale. If the marriage ends, the residence will be handled as follows: [RESIDENCE OUTCOME, e.g., the titled owner keeps the home and buys out any reimbursement claim within 90 days / the home is listed for sale and net proceeds are divided as stated]. Neither Party may sell, refinance, or encumber a jointly titled residence without the written consent of the other.

## **9. 9. Business Interests and Professional Practices**

Any business, professional practice, partnership interest, or closely held company owned by a Party before the marriage, including the entities listed as [BUSINESS INTERESTS], remains the separate property of that Party together with all growth, goodwill, retained earnings, and successor entities. The other Party waives any claim to an ownership interest, a management role, or a share of the value of that business, and will sign any document reasonably required to confirm that waiver to a lender, partner, or buyer. If the non-owner Party performs substantial uncompensated work for the business during the marriage, that Party is entitled to [BUSINESS CONTRIBUTION REMEDY, e.g., reasonable compensation for the documented value of that work, payable on

divorce]. A business started by either Party during the marriage will be treated as [NEW BUSINESS TREATMENT, e.g., the separate property of the founding Party / Marital Property].

#### **10. 10. Spousal Support**

The Parties agree to the following treatment of spousal support, alimony, or maintenance if the marriage ends: [SUPPORT ELECTION, e.g., each Party waives any claim to spousal support from the other / spousal support will be paid at the rate of \$[AMOUNT] per month for [DURATION] / support will be determined by the court under applicable state law]. If a support figure is stated, it is intended to be fair and reasonable both now and at the time of enforcement, and it may be adjusted only as provided in Section 13 or as required by a court. The Parties acknowledge that a court may decline to enforce a support waiver if enforcement would leave a Party without reasonable means of support or eligible for public assistance, and that in that case the remaining provisions of this Agreement continue in effect. Nothing in this Section affects the obligation of either Party to support any child.

#### **11. 11. Estate Rights and Death of a Party**

Except as provided in this Section, each Party waives any right to take against the will of the other and waives any elective share, statutory allowance, homestead right, dower, curtesy, and right of intestate succession in the estate of the other. Each Party retains the right to leave property to the other voluntarily by will, trust, beneficiary designation, or joint ownership, and this Agreement does not limit any gift actually made. During the marriage each Party may name any beneficiary on life insurance, retirement accounts, and payable-on-death accounts, except that [BENEFICIARY COMMITMENT, e.g., Party One will maintain life insurance of \$[AMOUNT] naming Party Two as beneficiary while the marriage continues]. Each Party will sign any consent, waiver, or spousal election form reasonably needed to give effect to this Section, including any waiver required for a retirement plan governed by federal law.

#### **12. 12. Independent Legal Counsel and Voluntary Execution**

Each Party has been advised to retain an independent attorney of that Party own choosing to review this Agreement before signing. [PARTY ONE FULL NAME] is represented by [PARTY ONE ATTORNEY OR "has knowingly declined counsel"] and [PARTY TWO FULL NAME] is represented by [PARTY TWO ATTORNEY OR "has knowingly declined counsel"]. Each Party has received this Agreement at least [REVIEW PERIOD, e.g., seven days] before the date of signing and at least [PRE-WEDDING PERIOD, e.g., thirty days] before the planned wedding date, and has had adequate time to review it, obtain advice, and negotiate changes. Each Party states that no threat has been made to cancel the wedding, withhold anything of value, or otherwise pressure the other into signing. Each Party has read this Agreement in full, understands its terms and the rights being given up, and signs it voluntarily.

#### **13. 13. Amendment, Revocation, and Sunset**

This Agreement may be amended or revoked only by a written instrument signed by both Parties with the same formalities used for this Agreement, including acknowledgment before a notary public. No oral statement, course of conduct, joint titling of property, or filing of a joint tax return amends this Agreement. The Parties [SUNSET ELECTION, e.g., agree that this Agreement continues indefinitely / agree that Sections [NUMBERS] terminate automatically on the [NUMBER] anniversary of the marriage]. The Parties will review this Agreement together after any material change in circumstances, including the birth or adoption of a child, a substantial change in income, the sale of a business, or a relocation to another state, and will document any agreed change in writing.

#### **14. 14. Governing Law, Severability, and Enforcement**

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws

rules, and the Parties acknowledge that if either Party later resides in another state, the law of that state may apply to some or all issues. If any provision of this Agreement is found to be invalid, unenforceable, or contrary to public policy, that provision will be modified to the least extent necessary or severed, and the remaining provisions continue in full force. The Parties agree that this Agreement may be submitted to any court considering the dissolution of their marriage and that they will request that it be enforced according to its terms. Each Party will sign any deed, waiver, disclaimer, or other document reasonably required to carry out this Agreement, and a Party who fails to do so authorizes the court to sign on that Party behalf. In any action to enforce this Agreement, the prevailing Party may recover reasonable attorney fees and costs.

### **15. 15. Signatures and Acknowledgment**

By signing below, each Party confirms that this Agreement has been read and understood, that the financial disclosures attached as Schedules A and B were received and reviewed, that independent legal advice was available, and that this Agreement is signed voluntarily. PARTY ONE: [PARTY ONE FULL NAME]. Signature: \_\_\_\_\_. Date: [DATE]. PARTY TWO: [PARTY TWO FULL NAME]. Signature: \_\_\_\_\_. Date: [DATE]. State of [STATE], County of [COUNTY]. On [NOTARY DATE], before me personally appeared the above-named individuals, known to me or satisfactorily identified, who acknowledged that they signed this Agreement as their free act and deed. Notary Public: \_\_\_\_\_. My commission expires: [EXPIRATION DATE]. WITNESS: \_\_\_\_\_. Printed Name: [WITNESS NAME]. Date: [DATE].

### **16. Disclaimer**

This template is provided for general informational purposes only and is not legal advice. Prenuptial agreements are governed by state law, and the rules on disclosure, timing, independent counsel, spousal support waivers, and unconscionability differ significantly from one state to another. A court may refuse to enforce all or part of an agreement that does not meet the requirements of the state where enforcement is sought. Both parties should have this document reviewed by separate licensed attorneys in their state before signing. Use of this template does not create an attorney-client relationship with ScanContract.