

## PREMARITAL AGREEMENT

This Agreement is entered into on \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (hereafter referred to as the Husband), and \_\_\_\_\_ (hereafter referred to as the Wife), who agree that:

1. MARRIAGE. The parties plan to marry each other, and intend to provide in this agreement for their property and other rights that may arise because of their contemplated marriage.
2. PURPOSE OF AGREEMENT. Both parties currently own assets, and anticipate acquiring additional assets, that they wish to continue to control, and they are executing this Agreement to fix and determine their respective rights and duties during the marriage, in the event of a divorce or dissolution of the marriage, or on the death of one of the parties.
3. FINANCIAL DISCLOSURE. The parties have revealed to each other full financial information regarding their net worth, assets, holdings, income, and liabilities; not only by their discussions with each other, but also through copies of their current financial statements, copies of which are attached hereto as Exhibits A and Exhibit B. Both parties acknowledge that they had sufficient time to review the other's financial statement, are familiar with and understand the other's financial statement, had any questions satisfactorily answered, and are satisfied that full and complete financial disclosure has been made by the other.
4. ADVICE OF COUNSEL. Each party had legal and financial advice, or had the opportunity to consult independent legal and financial counsel, prior to executing this agreement. Either party's failure to consult legal and financial counsel constitutes a waiver of such right. By signing this agreement, each party acknowledges that he or she understands the facts of this agreement, and is aware of his or her legal rights and obligations under this agreement or arising because of their contemplated marriage.
5. CONSIDERATION. The parties acknowledge that each of them would not enter into the contemplated marriage except for the execution of this agreement in its present form.
6. EFFECTIVE DATE. This Agreement shall become effective and binding upon the marriage of the parties. In the event the marriage does not take place, this agreement shall be null and void.
7. DEFINITIONS. As used in this agreement, the following terms shall have the following meanings:
  - (a) "Joint Property" means property held and owned by the parties together. Such ownership shall be as tenants by the entirety in jurisdictions where such a tenancy is permitted. If such jurisdiction does not recognize or permit a tenancy by the entirety, then ownership shall be as joint tenants with rights of survivorship. The intention of the parties is to hold joint property as tenants by the entirety whenever possible.
  - (b) "Joint Tenancy" means tenancy by the entirety in jurisdictions where such a tenancy is permitted, and joint tenancy with rights of survivorship if tenancy by the entirety is not recognized or permitted. The intention of the parties is to hold joint property as tenants by the entirety whenever possible.

8. HUSBAND'S SEPARATE PROPERTY. The Husband is the owner of certain property, which is set forth and described in Exhibit A, attached hereto and made a part hereof, that he intends to keep as his nonmarital, separate, sole, and individual property. All income, rents, profits, interest, dividends, stock splits, gains, and appreciation in value, relating to any such separate property shall also be deemed separate property.

9. WIFE'S SEPARATE PROPERTY. The Wife is the owner of certain property, which is set forth and described in Exhibit B, attached hereto and made a part hereof, that she intends to keep as her nonmarital, separate, sole, and individual property. All income, rents, profits, interest, dividends, stock splits, gains, and appreciation in value, relating to any such separate property shall also be deemed separate property.

10. JOINT OR COMMUNITY PROPERTY. The parties intend that certain property shall, from the beginning of the marriage, be marital, joint, or community property, which is set forth and described in Exhibit C, attached hereto and made a part hereof.

11. PROPERTY ACQUIRED DURING MARRIAGE. The parties recognize that either or both of them may acquire property during the marriage. The parties agree that the manner in which such property is titled during the marriage shall control such property's ownership and distribution in the event of any divorce, dissolution of marriage, separation, or death of either party. Such property shall be held as provided in the instrument conveying or evidencing title to such property. If the instrument does not specify or if there is no instrument, the property shall be held as a tenancy by the entirety, or as a joint tenancy with rights of survivorship in the event tenancy by the entirety is not recognized by the court having jurisdiction over the distribution of such property. Any property acquired that does not normally have a title or ownership certificate shall be considered as joint property unless otherwise specified by the parties in writing. All wedding gifts shall be deemed joint property, unless specified as separate property in either Exhibit A or B.

12. BANK ACCOUNTS. Any funds deposited in either party's separate bank accounts shall be deemed that party's separate property. Any funds deposited in a bank account held by the parties jointly shall be deemed joint property.

13. PAYMENT OF EXPENSES. The parties agree that their expenses shall be paid as set forth in Exhibit F, attached hereto and made a part hereof.

14. DISPOSITION OF PROPERTY. Each party retains the management and control of the property belonging to that party and may encumber, sell, or dispose of the property without the consent of the other party. Each party shall execute any instrument necessary to effectuate this paragraph on the request of the other party. If a party does not join in or execute an instrument required by this paragraph, the other party may sue for specific performance or for damages, regardless of the doctrine of spousal immunity, and the defaulting party shall be responsible for the other party's costs, expenses, and attorney's fees. This paragraph shall not require a party to execute a promissory note or other evidence of debt for the other party. If a party executes a promissory note or other evidence of debt for the other party, that other party shall indemnify the party executing the note or other evidence of debt from any claims or demands arising from the execution of the instrument. Execution of an instrument shall not give the executing party any right or interest in the property or the party requesting execution.

15. **PROPERTY DIVISION UPON DIVORCE, DISSOLUTION OF MARRIAGE, OR SEPARATION.** In the event of divorce, dissolution of marriage, or separation proceedings being filed and pursued by either party, the parties agree that the terms and provisions of this agreement shall govern all of their rights as to property, alimony including permanent periodic, rehabilitative, and lump sum, property settlement, rights of community property, and equitable distribution against the other. Each party releases and waives any claims for special equity in the other party's separate property or in jointly owned property. If either party files for divorce, dissolution, alimony, or spousal support unconnected with divorce, separation, or separate maintenance, the parties agree that either shall, in the filing of said proceedings, ask the court to follow the provisions and terms of this premarital agreement, and be bound by the terms of this agreement.

16. **ALIMONY.** In the event of divorce or dissolution of marriage proceedings being filed by either party in any state or country, each party forever waives any right to claim or seek any form of alimony or spousal support, attorneys' fees, and costs from the other. Any rights concerning distribution of property are otherwise covered by this agreement, and any rights to community property or claims of special equity are waived and released. In the event that a final judgment, decree of divorce, or dissolution of marriage is entered for whatever reason, the parties agree that the provisions of this agreement are in complete settlement of all rights to claim or seek any form of financial support, except child support for any living minor children of the parties, from the other.

17. **DISPOSITION UPON DEATH.** Each party consents that his or her estate, or the estate of the other, may be disposed of by will, codicil, or trust, or in the absence of any such instrument, according to the laws of descent and distribution and intestate succession as if the marriage of the parties had not taken place. In either event, the estate shall be free of any claim or demand of inheritance, dower, curtesy, elective share, family allowance, homestead election, right to serve as executor, administrator, or personal representative, or any spousal or other claim given by law, irrespective of the marriage and any law to the contrary. Neither party intends by this agreement to limit or restrict the right to give to, or receive from, the other an inter vivos or testamentary gift. Neither party intends by this agreement to release, waive, or relinquish any devise or bequest left to either by specific provision in the will or codicil of the other, any property voluntarily transferred by the other, any joint tenancy created by the other, or any right to serve as executor or personal representative of the other's estate if specifically nominated in the other's will or codicil.

18. **DEBTS.** Neither party shall assume or become responsible for the payment of any preexisting debts or obligations of the other party because of the marriage. Neither party shall do anything that would cause the debt or obligation of one of them to be a claim, demand, lien, or encumbrance against the property of the other party without the other party's written consent. If a debt or obligation of one party is asserted as a claim or demand against the property of the other without such written consent, the party who is responsible for the debt or obligation shall indemnify the other from the claim or demand, including the indemnified party's costs, expenses, and attorneys' fees.

19. **HOMESTEAD.** Each party releases any claim, demand, right, or interest that the party may acquire because of the marriage in any real property of the other because of the homestead property provisions of the laws of any state concerning the descent of the property as homestead.

20. **FREE AND VOLUNTARY ACT.** The parties acknowledge that executing this agreement is a free and voluntary act, and has not been entered into for any reason other than the desire for the furtherance of their relationship in

marriage. Each party acknowledges that he or she has had adequate time to fully consider the consequences of signing this agreement, and has not been pressured, threatened, coerced, or unduly influenced to sign this agreement.

21. GOVERNING LAW. This agreement shall be governed by the laws of \_\_\_\_\_.

22. SEVERABILITY. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected, and shall remain in full force and effect.

23. FURTHER ASSURANCE. Each party shall execute any instruments or documents at any time requested by the other party that are necessary or proper to effectuate this agreement.

24. BINDING EFFECT. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, successors, and assigns.

25. NO OTHER BENEFICIARY. No person shall have a right or cause of action arising out of or resulting from this agreement, except those who are parties to it and their successors in interest.

26. RELEASE. Except as otherwise provided in this agreement, each party releases all claims or demands to the property or estate of the other, however and whenever acquired, including acquisitions in the future.

27. ENTIRE AGREEMENT. This instrument, including any attached exhibits, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified or terminated except in writing signed by the parties.

28. PARAGRAPH HEADINGS. The headings of the paragraphs contained in this agreement are for convenience only, and are not to be considered a part of this agreement or used in determining its content or context.

29. ATTORNEYS' FEES IN ENFORCEMENT. A party who fails to comply with any provision or obligation contained in this agreement shall pay the other party's attorneys' fees, costs, and other expenses reasonably incurred in enforcing this agreement and resulting from the noncompliance.

30. SIGNATURES AND INITIALS OF PARTIES. The signatures of the parties on this document, and their initials on each page, indicate that each party has read, and agrees with, this entire Premarital Agreement, including any and all exhibits attached hereto.

31. ☐ OTHER PROVISIONS. Additional provisions are contained in the Addendum to Premarital Agreement, attached hereto and made a part hereof.

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Husband

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Wife

Executed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement, consisting of \_\_\_\_\_ pages and Exhibits \_\_\_\_\_ through \_\_\_\_\_, was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who are personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Typed Name of Acknowledger)

NOTARY PUBLIC

Commission Number: \_\_\_\_\_

My Commission Expires: