

PRENUPTIAL AGREEMENT

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This Prenuptial Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTY ONE FULL LEGAL NAME], an individual residing at [PARTY ONE ADDRESS] ("[PARTY ONE SHORT NAME]"); and

[PARTY TWO FULL LEGAL NAME], an individual residing at [PARTY TWO ADDRESS] ("[PARTY TWO SHORT NAME]").

Each of [PARTY ONE SHORT NAME] and [PARTY TWO SHORT NAME] is a "**Party**" and together they are the "**Parties**." The Parties intend to marry each other and are entering into this Agreement in contemplation of that marriage.

Recitals. The Parties contemplate marriage on or about [ANTICIPATED MARRIAGE DATE]. Each Party wishes to define, in advance of the marriage, their respective rights and obligations in property and finances, both during the marriage and in the event the marriage ends by separation, divorce, annulment, or death. Each Party enters into this Agreement freely, voluntarily, and with full knowledge of its terms, after the opportunity to obtain independent legal and financial advice. In consideration of the mutual promises below and of the marriage itself, the Parties agree as follows.

1. Effective Date and Marriage

1.1 Effective on marriage. This Agreement is signed before the marriage and takes legal effect only upon, and is expressly conditioned on, the Parties' lawful marriage to each other. If the contemplated marriage does not occur, this Agreement is void and of no effect.

1.2 Governing relationship. From the date of marriage forward, this Agreement governs the characterization, ownership, management, and division of the Parties' property and financial obligations, except as a court may otherwise require by law.

1.3 Marriage details. The Parties intend to marry on or about [ANTICIPATED MARRIAGE DATE] in [CITY, STATE]. A delay in or change of the ceremony date does not invalidate this Agreement so long as the Parties ultimately marry each other.

2. Definitions

2.1 Separate Property. "**Separate Property**" means, for each Party, all property that Party owned before the marriage, property that Party acquires during the marriage by gift, inheritance, or bequest, and any property this Agreement designates as that Party's Separate Property, together with all income, appreciation, proceeds, and reinvestment of such property.

2.2 Marital Property. "Marital Property" means property the Parties agree in writing to hold jointly, and any other property that applicable law would treat as marital or community property and that this Agreement does not designate as Separate Property.

2.3 Disclosure schedules. "Schedule A" and "Schedule B" mean the written schedules attached to this Agreement listing, respectively, the assets and liabilities of [PARTY ONE SHORT NAME] and [PARTY TWO SHORT NAME] as of the Effective Date.

3. Financial Disclosure

3.1 Full and fair disclosure. Each Party has provided the other with a fair, reasonable, and good-faith disclosure of that Party's assets, liabilities, income, and financial obligations, summarized in the attached Schedule A and Schedule B.

3.2 Acknowledgment. Each Party acknowledges that the other's disclosure is sufficient for that Party to make an informed decision and waives any right to further or more detailed disclosure beyond what is attached, except as required by applicable law.

3.3 Reliance. Each Party enters into this Agreement in reliance on the other's disclosure and represents that the disclosure of that Party's own finances is accurate and complete in all material respects as of the Effective Date.

4. Separate Property

4.1 Retention. Each Party will keep as that Party's Separate Property all assets listed on that Party's Schedule, and all Separate Property defined in Section 2.1, free of any claim by the other Party, except as the Parties later agree in a signed writing.

4.2 Management and control. Each Party may manage, use, sell, encumber, or dispose of that Party's Separate Property without the consent or joinder of the other Party, and the other Party waives any right to do so to the extent permitted by applicable law.

4.3 Commingling. The Parties will use reasonable efforts to keep Separate Property separately titled and accounted for. The Parties acknowledge that commingling Separate Property with Marital Property may affect its character under applicable law and agree to address tracing issues in good faith.

4.4 Debts. Each Party is solely responsible for the debts and obligations that Party incurred before the marriage and for debts incurred during the marriage solely in that Party's own name for that Party's separate benefit, except as the Parties agree in writing.

5. Marital Property and Joint Expenses

5.1 Jointly held property. Property the Parties acquire in joint title during the marriage is Marital Property, owned in the proportions stated in the title documents or, if none, equally.

5.2 Household expenses. The Parties will share the ordinary expenses of the household and marriage as they agree from time to time, and in the absence of agreement, in proportion to their respective incomes or as required by applicable law.

5.3 Joint accounts. Funds either Party deposits into a joint account are presumed to be Marital Property unless the depositing Party can trace them to Separate Property and the Parties intended to preserve their separate character.

6. Spousal Support

6.1 Treatment of support. The Parties' agreement, if any, regarding spousal support, alimony, or maintenance in the event the marriage ends is stated in **[DESCRIBE: e.g., each Party waives spousal support / support is limited as follows]**.

6.2 Limits under law. The Parties understand that some jurisdictions limit or prohibit the waiver or pre-setting of spousal support and that a court may decline to enforce a support term it finds unconscionable at the time of enforcement. This Section is intended to be enforced to the fullest extent applicable law allows.

6.3 No effect on child support. Nothing in this Agreement waives, limits, or predetermines child support, which is governed by applicable law and the best interests of any children and cannot be bargained away by the Parties.

7. Death and Estate Rights

7.1 Reservation of estate rights. Except as expressly stated in this Agreement, nothing limits a Party's right to leave property to the other by will, trust, beneficiary designation, or gift.

7.2 Waiver of elective share. To the extent permitted by applicable law, each Party waives any right to an elective or statutory share, homestead allowance, family allowance, or similar claim against the other's estate beyond what that Party is given by will, trust, or beneficiary designation, subject to the survivor's rights that law makes non-waivable.

7.3 Estate planning cooperation. Each Party will sign the documents reasonably necessary to give effect to this Section, such as beneficiary designations and waivers consistent with applicable law.

8. Representations and Voluntariness

8.1 Voluntary execution. Each Party represents that this Agreement is entered into voluntarily, free of fraud, duress, or undue influence, and not under time pressure that prevented meaningful review.

8.2 Independent counsel. Each Party has had the opportunity to consult independent legal counsel of that Party's own choosing. **[PARTY ONE SHORT NAME] [is / is not]** represented by counsel, and **[PARTY TWO SHORT NAME] [is / is not]** represented by counsel. A Party proceeding without counsel does so knowingly and after being advised to obtain counsel.

8.3 Understanding. Each Party has read this Agreement, understands its terms and legal effect, and believes it to be fair and reasonable under the circumstances.

9. General Provisions

9.1 Governing law. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, except where the law of the jurisdiction where enforcement is sought requires otherwise.

9.2 Amendment. This Agreement may be amended or revoked only by a writing signed by both Parties with the same formalities used for this Agreement.

9.3 Severability. If a court finds any provision unenforceable, the remaining provisions remain in effect to the fullest extent permitted, and the court is asked to enforce the Parties' intent as nearly as the law allows.

9.4 Entire agreement. This Agreement, together with its Schedules, is the entire agreement between the Parties on its subject and supersedes prior discussions and understandings.

9.5 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement, to the extent applicable law

permits electronic execution of this type of document.

9.6 **Acknowledgment and notarization.** The Parties intend to sign this Agreement before a notary public where required or customary in the governing jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date, in contemplation of and conditioned upon their marriage.

[PARTY ONE SHORT NAME]

[PARTY TWO SHORT NAME]

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

Notary Acknowledgment

State of **[STATE]**, County of **[COUNTY]**. Subscribed and sworn before me on **[DATE]** by the Parties named above, who proved their identity to my satisfaction.

Notary Public: _____ My commission expires: _____

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