# *PREMARITAL AGREEMENT*

This Premarital Agreement ("Agreement") is made by and between _____ ("Husband-to-be"), an adult residing in, _____, and _____ ("Wife-to-be"), an adult residing in _____, in consideration of the contemplated marriage of the above-named parties. This Agreement shall not be effective until the marriage contemplated by the parties is solemnized.

**RECITALS.** This Agreement is made on the basis of the following facts:

1. The parties contemplate marriage to one another in the immediate future.

2. Neither party has been previously married.

3. The parties desire to define their rights and responsibilities regarding property and financial matters to the extent these can be foreseen.

## AGREEMENT

In consideration of the marriage about to be entered into by and between the parties and other valuable consideration as described below, the parties mutually agree to the following:

**1. SEPARATE PROPERTY.** Except as otherwise provided in this Agreement, the following property now owned or later acquired by either party shall remain and be their separate property:

- All property, including real or personal property, the income from such property, and the investments and re-investments of such property; and,

- All property acquired by either party by gift, devise, bequest, or inheritance.

The property currently owned by each party is described on Exhibits A and B to this Agreement, which by this reference are incorporated into this Agreement. Such separate property of each party shall be subject exclusively to that party's own individual use, control, benefit and disposition. Neither party shall, before or after the contemplated marriage, acquire for himself or herself individually, nor for his or her assignees or creditors, any interest in the separate property

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of the other party, nor any right to the use, control, benefit, or disposition of such property.

a. Waiver. Additionally, each party waives, releases, and relinquishes any ownership or right in the separate property of the other, including the right to use, control, benefit, or dispose of the other's separate property.

b. Disposal of Property. Each party shall have the right, at all times, to dispose of or encumber any or all of his or her separate property by deed, bill of sale, gift, trust, will, mortgage, encumbrance, pledge, lien, or charge, without limitation, merely upon his or her own individual signature or act, without the necessity of any joinder, action, or consent by the other party.

c. Community Property. If the parties now reside in or later become residents of a state, territory or foreign country and under the laws of such jurisdiction the property and interests of the couple are treated differently than as contemplated by this Agreement (such as a community property state) the property interests of the parties shall nevertheless remain as stated in this Agreement.

d. Cooperation Regarding Documents. There may be times when a party ("Owner"), dealing with his or her own separate property, desires to have the other party ("Non-owner") sign a document for the apparent purpose of relinquishing of record any apparent right of the Non-owner, arising by reason of the marital relationship. Upon request, the Non-owner shall so sign any documents solely for the above purpose. The signing of such documents shall not impose any personal liability upon the Non-owner.

e. Pension Benefits. Each party reserves the right to retain as his or her sole and absolute separate property, the entire interest in pension benefits now vested, or that become vested in the future, and the right to manage, control, transfer, and convey all such property and dispose of the same by will, beneficiary designation or otherwise, without any interference from the other. The parties acknowledge that this Agreement shall constitute an effective waiver of any rights in the other's pension benefit plans. Furthermore, each party agrees to execute whatever additional waiver document may be necessary or useful to confirm such waiver of rights to the other party's pension benefit plans.

**2. RESIDENCE.** It is the intention of the parties that the residence presently owned by _____ located at _____, _____, _____, shall not be affected by this Agreement. The parties plan to maintain such property as their principal residence.

**3. EARNINGS DURING THE MARRIAGE.** Each party agrees that all of the earnings and accumulations resulting from the other spouse's personal services, skills, efforts, work, and investment earnings, together with all property acquired or income derived from such sources, shall be the separate property of the party to whom the earnings and income are attributable, subject to other provisions of this Agreement. Each of the parties understands that except for this Agreement, such earnings and accumulations of the other throughout the marriage would be joint property, and that by this Agreement such earnings and accumulations during the marriage

are made the separate property of the person to whom the earnings and accumulations are attributable. It is the expectation of the parties that the earnings and accumulations described in this Agreement may be used for joint household expenses or other joint purposes. Such use shall not be construed to imply joint ownership of the earnings or accumulations.

**4. DEBTS.** Each party agrees to be separately liable for his or her debts incurred prior to the marriage. During the course of the marriage, both parties shall be responsible for any expenses incurred for the basic necessities of life, such as food, basic clothing needs, shelter, and medical care.

With respect to credit card accounts, each party shall retain separate credit card accounts for his or her respective use, if desired.

**5. JOINT PROPERTY.** The parties agree that all property, whether real or personal, acquired by either of them after the marriage ceremony using joint funds, shall be owned by the parties as tenants in common, including all rents, issues, profits, and proceeds of the property, with each owning a one-half undivided interest.

Nothing in this Agreement shall preclude either party from making provisions for the other party under the terms of a Last Will and Testament, signed before or after the marriage, in which one party provides for the distribution of property to the other in excess of any provisions contained in this Agreement.

Furthermore, nothing in this Agreement shall preclude the parties from voluntarily electing to commingle a part or all of the income from their respective properties for investment purposes or for the purpose of jointly providing for their mutual support and living expenses, or for other reasons.

**6. TAXES.** Nothing in this Agreement shall be construed as waiving (i) any rights of the parties to report their income for federal or state income tax purposes in the same manner as permissible for any other husband and wife, (ii) any rights provided for husbands and wives under the federal gift tax laws with reference to gifts, or (iii) any rights under the federal estate tax laws with reference to any transfer to which such laws may apply.

**7. DISSOLUTION OF MARRIAGE.** Each party to this Agreement understands that the Uniform Premarital Agreement Act and court decisions provide for consideration of a premarital agreement by the divorce court if a marriage is dissolved. The parties to this Agreement understand that some courts have disregarded property division provisions in a premarital agreement. Without in any way anticipating a dissolution or planning for a dissolution, but recognizing the realities of the world, it is the express intention of Husband-to-be and Wife-to-be that the following provisions shall prevail in the event of a dissolution:

a. Each party shall have an equal interest in all property acquired by either party during the course of the marriage (except property that is merely the result of an increase in the value of property owned separately by the parties prior to the marriage, as listed on the attached schedules).

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b. All savings, investments, retirement accounts, and all property listed on the attached schedules as separate property (owned by a party prior to the marriage) shall remain the separate property of that party who brought such property into the marriage, including any appreciation, income, or other increase to such property.

c. All joint property and accounts shall be divided equally.

d. The parties shall have joint custody of any children born to or adopted into the marriage. Such joint custody entitles each party to equal visitation time, or time which is otherwise fair and equitable.

**8. SUPPORT.** Each of the parties has income from individual property interests sufficient to provide for his or her respective support. Each party has been self-supporting for a period of time prior to the contemplated marriage. Both parties feel that they are capable of future self-support and of maintaining themselves on a self-supporting basis. Therefore, in the event of a marital separation or dissolution, it is agreed and understood that neither party shall seek or obtain any form of alimony or support from the other, or seek any relief, other than a distribution of their joint property interests or those property interests acquired during the course of the marriage, in any manner other than as provided by this Agreement.

**9. DISABILITY.** Upon the partial or total disability of either party, the other party shall assume complete responsibility for the necessary care of the disabled party, to the full extent of all the earnings and assets of the caring party.

**10. DEATH.** Each party agrees that if he or she survives the death of the other, such party will make no claim to any part of the real or personal property of the other. In consideration of such promise and in consideration of the contemplated marriage, each party knowingly, intentionally, and voluntarily waives and relinquishes any right of dower, curtesy, homestead, inheritance, descent, distributive share, or other statutory or legal right, now or later created, to share as surviving spouse in the distribution of the estate of the other party. The parties agree that it is their mutual intent that neither shall have or acquire any right, title, or claim in and to the real or personal property of the other by virtue of the marriage. The estate of each party in the property now owned by either of them, or acquired after the date of marriage by either of them, shall descend to or vest in his or her heirs at law, legatees, or devisees, as may be prescribed by his or her Last Will and Testament or by the laws of the state where the decedent was domiciled at the time of death, as though no marriage had taken place between them.

However, the furniture, furnishings, and personal effects of each party and the personal residence shall pass to the survivor.

The parties understand and agree that nothing in this Agreement shall prevent them from naming the other party as a beneficiary in his or her Last Will and Testament, life insurance policy or retirement plan, which transfer, bequest, or designation shall take precedence over any other provision of this Agreement.

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**11. REVOCATION.** If the parties decide to revoke this Agreement, they shall do so in a written agreement, signed by both parties in the presence of a notary public or other official authorized to take oaths. Such revocation shall be ineffective until recorded with the recorder in the county where the parties maintain their primary residence or both counties if the parties are maintaining separate residences in separate counties.

**12. ADDITIONAL INSTRUMENTS.** Without any additional consideration, each party shall promptly, at the request of the other, execute, acknowledge and deliver from time to time whatever additional instruments may be required in order to accomplish the intent of this Agreement.

**13. FULL DISCLOSURE.** Each of the parties (i) is of lawful age, (ii) is competent to contract, (iii) is free to enter into the marriage contemplated, (iv) has full knowledge of the other party's property, debts and income, and (v) voluntarily enters into this Agreement. Additionally, each party has full knowledge of the terms and provisions of this Agreement. Specifically, the parties acknowledge and agree that they have disclosed to the other party (prior to the signing of this Agreement), the extent and probable value of their respective individual property interests as of the date of this Agreement, by delivering schedules to the other party that reflect those interests, and which schedules were signed by the respective owner and by the party receiving the schedule. The parties specifically acknowledge receipt of the above schedules, which are understood and agreed by the parties to represent a full and complete listing of their respective property interests as of the date of this Agreement.

**14. MISCELLANEOUS PROVISIONS.**

a. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors, and assigns.

b. This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, and representations with respect to the subject matter of this Agreement are waived, and merged into this Agreement.

c. If any of the provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

d. Each party acknowledges that he or she has been advised to seek the advice of a separate lawyer and has had the opportunity to seek the advice of a separate lawyer.

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Dated _____, at _____.

_____
Signature of Husband-To-Be

_____
Signature of Wife-To-Be

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STATE OF _____, COUNTY OF _____, ss:

On this _____ day of _____, _____, before me personally appeared Your name and Other Person's Name, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

_____

Signature _____ (Seal)
Notary Public

_____
Title (and Rank)

My commission expires _____

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**EXHIBIT A**
**HUSBAND-TO-BE'S**
**FINANCIAL INFORMATION**

| *Assets* | *Value* |
|---|---|
| *Total Assets* | $_____ |
| *Liabilities/Debts* | *Amount* |
| *Total Liabilities/Debts* | $_____ |
| *Net Worth* | $_____ |
| *Annual Income* | |
| _____ | $_____ |
| *Total Annual Income* | $_____ |

I verify that the above information is true and correct to the best of my knowledge.
Signed on this _____ day of _____, _____.

_____
Signature of Husband-To-Be

I acknowledge receipt of a copy of this exhibit.

_____
Signature of Wife-To-Be

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**EXHIBIT B**
**WIFE-TO-BE'S FINANCIAL INFORMATION**

| *Assets* | *Value* |
|---|---|
| *Total Assets* | $_____ |
| *Liabilities/Debts* | *Amount* |
| *Total Liabilities/Debts* | $_____ |
| *Net Worth* | $_____ |
| *Annual Income* | |
| _____ | $_____ |
| *Total Annual Income* | $_____ |

I verify that the above information is true and correct to the best of my knowledge.
Signed on this _____ day of _____, _____.

_____
Signature of Wife-To-Be

I acknowledge receipt of a copy of this exhibit.

_____
Signature of Husband-To-Be

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