PRENUPTIAL AGREEMENT

This Prenuptial Agreement (this "Agreement") is made between _____, of _____ (the "First Party"), and _____, of _____ (the "Second Party") (each a "Party" and together the "Parties").

The Parties plan to marry each other on or about _____. They expect to live in the State of _____ after the marriage.

1. EFFECTIVE DATE

This Agreement takes effect only when the Parties marry each other. If they do not marry each other within one year after the last signature below, it is void.

2. FINANCIAL DISCLOSURE

Each Party has attached a written disclosure of that Party's assets, debts and income: Schedule A for the First Party and Schedule B for the Second Party. Values are good-faith estimates.

The First Party's annual income is about $_____. The Second Party's annual income is about $_____.

Each Party states that the other has made a fair and reasonable disclosure of that Party's property, financial obligations and income, and that each Party had enough time to review it and ask questions. (Some states, such as Minnesota, do not allow disclosure to be waived.)

3. SEPARATE PROPERTY AND MARITAL PROPERTY

Separate Property means, for each Party: property owned on the date of the marriage, including the property in that Party's schedule; property received alone by gift from a third person or by inheritance; property bought with or received in exchange for Separate Property; and (check if it applies) [ ] that Party's earnings from work during the marriage.

Marital Property (Community Property in a community property state) means property acquired during the marriage that is not Separate Property, and property held in both names. Specific assets that are Separate Property: _____.

Each Party keeps sole ownership and control of that Party's Separate Property and may sell, give away or leave it by will without the other's consent.

4. INCREASES IN VALUE AND COMMINGLING

Check one: [ ] All increases in the value of Separate Property stay separate. [ ] Passive increases stay separate; increases caused by either Party's work or by Marital Property are Marital Property.

Check one: [ ] Separate Property stays separate if it can be traced through reasonable records. [ ] Separate Property mixed with Marital Property so it can no longer be separated becomes Marital Property.

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5. DIVISION ON DIVORCE AND DEBTS

If the marriage ends by divorce, legal separation or annulment, each Party keeps that Party's Separate Property, and Marital Property and jointly titled property are divided (check one): [ ] equally [ ] in proportion to each Party's contributions.

Each Party remains responsible for that Party's own debts from before the marriage. Debts during the marriage (check one): [ ] joint and family debts are shared equally [ ] each Party pays the debts in that Party's own name.

6. THE RESIDENCE

The residence at _____ belongs to (check one): [ ] the First Party as Separate Property [ ] the Second Party as Separate Property [ ] both Parties as Marital Property. Payments of mortgage principal from Marital Property on a Party's Separate Property residence (check one): [ ] will [ ] will not be reimbursed if the marriage ends.

7. RETIREMENT ACCOUNTS

Check one: [ ] Each Party's retirement accounts, including contributions during the marriage, are that Party's Separate Property. [ ] Balances on the date of the marriage are Separate Property; contributions during the marriage and their growth are Marital Property.

Federal law gives a spouse survivor rights in many employer plans. A waiver of those rights counts only if the spouse signs the plan's consent form after the marriage. Signing this Agreement before the wedding does not waive them. Each Party (check if agreed) [ ] will sign the plan's spousal waiver forms after the marriage.

8. BUSINESS INTERESTS

Business interests covered: _____. Check one: [ ] each business, including all growth, is the owner's Separate Property [ ] its value on the date of the marriage is Separate Property and growth during the marriage is Marital Property, paid out to the other Party in cash within 12 months of a divorce.

9. SPOUSAL SUPPORT

Check one: [ ] Each Party waives spousal support, alimony and maintenance. [ ] Spousal support will not be more than $_____ per month for no more than _____ months. [ ] Spousal support is left to the court under state law. Some states (for example Iowa and New Mexico) do not allow a prenup to reduce support, and California enforces a support waiver only if the waiving Party had an independent lawyer.

Nothing in this Agreement limits or decides child support, custody or parenting time. A court decides those matters.

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10. RIGHTS AT DEATH

Check one: [ ] Each Party waives all rights as a surviving spouse in the other's estate, including any elective share, forced share, dower, curtesy, homestead, family allowance, exempt property and intestate share. [ ] Same waiver, but each Party will leave the other at least $_____ by [ ] life insurance [ ] will or trust. [ ] Each Party keeps the rights state law gives a surviving spouse.

11. SUNSET, DISPUTES AND GOVERNING LAW

[ ] (Optional) This Agreement ends after the Parties have been married for _____ years, unless a divorce case is pending then.

Disputes will be resolved by (check one): [ ] a court [ ] mediation, then a court [ ] mediation, then binding arbitration of property issues only.

This Agreement is governed by the law of the State of _____.

12. INDEPENDENT COUNSEL AND VOLUNTARY SIGNING

The First Party was advised by _____ (or [ ] chose to sign without a lawyer). The Second Party was advised by _____ (or [ ] chose to sign without a lawyer).

The final version of this Agreement was first given to both Parties on _____. Each Party signs freely and voluntarily, has read and understands it, and had enough time to consider it. (California requires at least seven calendar days between receiving the final version and signing.)

NOTICE OF WAIVER OF RIGHTS: IF YOU SIGN THIS AGREEMENT, YOU MAY BE GIVING UP YOUR RIGHT TO BE SUPPORTED BY THE PERSON YOU ARE MARRYING; GIVING UP YOUR RIGHT TO OWNERSHIP OR CONTROL OF MONEY AND PROPERTY; AGREEING TO PAY BILLS AND DEBTS OF THE PERSON YOU ARE MARRYING; GIVING UP YOUR RIGHT TO MONEY AND PROPERTY IF YOUR MARRIAGE ENDS OR THE PERSON YOU ARE MARRYING DIES; AND GIVING UP YOUR RIGHT TO HAVE YOUR LEGAL FEES PAID.

13. GENERAL TERMS

This Agreement, with its schedules, is the complete agreement of the Parties about its subject. After the marriage it may be changed or revoked only by a written agreement signed by both Parties with the same formalities. If any part is invalid, the rest stays in effect. It binds the Parties and their heirs and personal representatives.

Some states require witnesses or a notary to sign (for example New York, Minnesota, Georgia, Idaho, Louisiana, and Florida for the waiver of rights at death). Check your state's rules before you sign.

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SIGNATURES

First Party

Signature: _____ Date: _____

Printed Name: _____

Second Party

Signature: _____ Date: _____

Printed Name: _____

WITNESSES (WHERE REQUIRED)

Witness 1: _____ Printed name: _____ Date: _____

Witness 2: _____ Printed name: _____ Date: _____

NOTARY ACKNOWLEDGMENT

State of _____, County of _____. On _____, before me, the undersigned notary public, personally appeared _____ and _____, proved to me through satisfactory evidence of identity to be the persons whose names are signed on this Prenuptial Agreement, and acknowledged signing it voluntarily.

Notary Public: _____ My commission expires: _____ (Seal)

SCHEDULE A: FIRST PARTY'S FINANCIAL DISCLOSURE

Assets and estimated values: _____

Debts and balances: _____

Annual income: $_____

SCHEDULE B: SECOND PARTY'S FINANCIAL DISCLOSURE

Assets and estimated values: _____

Debts and balances: _____

Annual income: $_____

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