***PRENUPTIAL AGREEMENT***

This Prenuptial Agreement ("Agreement") is made [insert date], by and between [insert name of first future spouse], an adult residing in [insert address], and [insert name of second future spouse, an adult residing in [insert address], 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 based on the following facts:

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

2. 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. Exhibit A describes the property currently owned by [insert name of first future spouse] and Exhibit B describes the property currently owned by [insert name of second future spouse]. 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 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.

**f. Reimbursements.**

Each party waives the right of reimbursement under Family Code 2640, for the party's separate property contributions to the acquisition of property of the community property estate, and the party's separate property contributions to the acquisition of property of the other party's separate property estate, regardless of tracing to the source.

**2. RESIDENCE.**

It is the intention of the parties that the residence presently owned by [insert name of future spouse] located at [insert address here], shall not be affected by this Agreement.

**3. 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 spouses, (ii) any rights provided for spouses 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. If the parties elect to file federal and state income tax returns on a joint, rather than on a separate, return with the other, this election shall not create any community property or any other rights or interests in contravention of this Agreement. If the parties elect to file a joint income tax return during their marriage, each shall be liable for any and all taxes associated with his/her separate property.

**4. 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.

**5. ATTORNEY'S FEES.**

In the event that either of the parties shall be required to bring any action or proceeding to enforce any of the provisions of this Agreement, the party prevailing in such action or proceeding shall be entitled to recover all costs of such enforcement proceeding, including reasonable attorney's fees as set by the court. No such liability shall accrue unless ten (10) days' prior written notice of the claimed default has been given to the alleged defaulting party, and such party may cure the default within that ten (10) day period without liability for the other party's costs or fees.

**6. 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.

**7. 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 regarding 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.

e. This Agreement may be altered, amended, modified, revoked, or canceled only by an instrument in writing, executed by [insert name of first future spouse] and [insert name of second future spouse] with notarial acknowledgments of the signatures, and by no other means.

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, at [insert city], N/A.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[insert name of first future spouse]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[insert name of second future spouse]

STATE OF N/A, COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ss:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title (and Rank)

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**[INSERT NAME OF FIRST FUTURE SPOUSE]
FINANCIAL INFORMATION**

Assets Value

Assets Account Name, Number, Address, Value

Total Assets [insert amount here]

Liabilities/Debts Account Name, Number, Address, Amount

Total Liabilities/Debts [insert amount here]

Net Worth [insert amount here]

Annual Income

[insert source and annual amount of income] [insert amount here]

Total Annual Income [insert amount here]

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[insert name of first future spouse]

I acknowledge receipt of a copy of this exhibit.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[insert name of second future spouse]

**EXHIBIT B**

**[INSERT NAME OF SECOND FUTURE SPOUSE]
FINANCIAL INFORMATION**

Assets Value

Assets Account Name, Number, Address, Value

Total Assets [insert amount here]

Liabilities/Debts Account Name, Number, Address, Amount

Total Liabilities/Debts [insert amount here]

Net Worth [insert amount here]

Annual Income

[insert source and annual amount of income] [insert amount here]

Total Annual Income [insert amount here]

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[insert name of second future spouse]

I acknowledge receipt of a copy of this exhibit.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[insert name of first future spouse]