

## PREMARITAL AGREEMENT

BE IT KNOWN, this Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between  
\_\_\_\_\_  
\_\_\_\_\_ ("Prospective Husband") and  
\_\_\_\_\_ ("Prospective Wife") (collectively, the "Parties").

WHEREAS, the Parties contemplate legal marriage under the laws of the State of \_\_\_\_\_,  
and it is their mutual desire to enter into this Agreement so that they will continue to own and control  
their own property described in Schedules A, B, C, and D, attached hereto, and are getting married  
because of their love for each other but do not desire that their present respective financial interests be  
changed by their marriage.

NOW, therefore, it is agreed as follows:

1. All property which belongs to each of the above Parties shall be, and shall forever remain, their personal estate, including all interest, rents, and profits which may accrue from said property, and said property shall remain forever free of claim by the other.
2. The Parties shall have at all times the full right and authority, in all respects the same as each would have if not married, to use, sell, enjoy, manage, gift and convey all property that presently belongs to him or her.
3. In the event of a separation or divorce, the Parties shall have no right against each other by way of claims for support, alimony, maintenance, compensation or division of property existing of this date.
4. In the event of separation or divorce, marital property acquired after marriage shall nevertheless remain

subject to division, either by agreement or judicial determination.

5. This Agreement shall be binding and inure to the benefit of the Parties, their successors, assigns and personal representatives.

6. Each Party to this Agreement acknowledges and declares that he or she, respectively: (a) is fully and completely informed as to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of both Parties; (b) enters into this Agreement voluntarily; (c) has been provided a fair and reasonable disclosure of the property and financial obligations of the other and has voluntarily waived any right to disclosure beyond the disclosure provided; (d) has given careful and mature thought to the making of this Agreement; (e) has carefully read each provision of this Agreement; and (f) fully and completely understands each provision of this Agreement, both as to the subject matter and legal effect.

7. The Parties agree that they will enter into and execute the Ratification of Premarital Agreement ("Ratification Agreement") attached hereto as Exhibit A within sixty (60) days following their marriage. Notwithstanding the foregoing, all provisions of this Agreement shall be effective despite any failure of the Parties to enter into the Ratification Agreement after marriage.

8. This Agreement shall be enforced under the law of the State of \_\_\_\_\_ at the time of the execution of this Agreement.

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT, HE OR SHE PERMANENTLY SURRENDERS CLAIMS HE OR SHE WOULD OTHERWISE HAVE HAD UNDER \_\_\_\_\_ [NAME OF STATE] LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS TO INCOME OR PROPERTY DERIVED FROM THE SEPARATE PROPERTY OF HIS OR HER SPOUSE.

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Signature of Prospective Husband

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Signature of Prospective Wife

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Witness #1

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Witness #2