

**NOTE: Only Schedules B and D Displayed**

**PRE-MARRIAGE AGREEMENT  
OF**

\_\_\_\_\_  
And  
\_\_\_\_\_

This Pre-Marriage Agreement (hereafter referred to as the Agreement) is entered into on \_\_\_\_\_, by and between \_\_\_\_\_ (hereafter referred to as the Husband), and \_\_\_\_\_ (hereafter referred to as the Wife), who agree that:

**MARRIAGE.** The parties plan to marry each other at some future date because of their love for each other, and intend to provide in this Agreement for their property and other rights that may arise because of their contemplated marriage.

**PURPOSE OF AGREEMENT.** Both Husband and Wife currently own assets, individually, either or both real and/or personal property. Both Husband and Wife plan to acquire additional assets, and they wish to make a clear record of their intents with respect to the control, management and operations of their properties and debts. The parties are setting forth in this Agreement their respective rights in and to all property either owned at the date of their marriage and in and to all property that may be acquired by either or both of them after their marriage, in the event of a divorce or dissolution of the marriage, or on the death of one of the parties.

**ADVICE TO COUNSEL.** Each party states that they have the opportunity to consult independent legal and financial counsel, and that each party has had legal and financial advice prior to executing this Agreement. Either party's failure to so consult legal and financial counsel constitutes a waiver of such right. By signing this Agreement, each party acknowledges that he or she understands the facts of this Agreement, and is aware of his or her legal rights and obligations under this Agreement or arising because of their contemplated marriage.

**CONSIDERATION.** The parties acknowledge that except for the execution of this Agreement in its present form, neither party would enter into the contemplated marriage.

**EFFECTIVE DATE.** This Agreement shall become effective and binding upon the marriage of the parties. Thereafter, each of the parties shall separately retain all rights in the property he or she now owns, including all appreciation, as well as property and income acquired separately in the future ("Separate Property"). In the event the marriage does not take place, this Agreement shall be null and void and in no way binding upon either party.

**INTEGRATION.** This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All prior agreements, covenants, representations, and warranties, expressed or implied, oral or written, with respect to the subject matter hereof, are contained herein. All prior or contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties, with respect to the subject matter hereof, are waived, merged, and superseded hereby. This is an integrated agreement.

**FINANCIAL DISCLOSURE.** Not only by their discussions with each other, but also through copies of their current financial statements, copies of these current financial statements attached hereto, is incorporated into and made a part of this Agreement, as Exhibit A, Husband's Financial Statement and Exhibit B, Wife's Financial Statement, the parties have fully revealed to each other full financial information regarding their net worth, assets, holdings, income, and liabilities. Both parties acknowledge that they have had sufficient time to review the other's financial statement, are familiar with and understand the other's financial statement, have had any questions satisfactorily answered, and are satisfied that full and complete financial disclosure has been made by the other.

DEFINITION. "Joint Property" means property held and owned by the parties together. Such ownership shall be as tenants by the entirety in jurisdictions where such a tenancy is permitted. If such jurisdiction does not recognize or permit a tenancy by the entirety, then ownership shall be as joint tenants with rights of survivorship. The intention of the parties is to hold joint property as tenants by the entirety whenever possible.

DEFINITION. "Joint Tenancy" means tenancy by the entirety in jurisdiction where such a tenancy is permitted, and joint tenancy with rights of survivorship if tenancy by the entirety is not recognized or permitted. The intention of the parties is to hold joint property as tenants by the entirety whenever possible.

DEFINITION. "Separate Property" means property owned by either party which is and will remain, or may be acquired as that party's individual property, free from any claims of the other party. "Separate property" is not part of the community property estate in any state recognizing community property.

SEPARATE PROPERTY. Each party agrees that all earnings resulting from personal services, publicity rights, work and investments, together with all property and income acquired or derived from such sources, shall be the Separate Property of the spouse to which such earnings are attributable. The parties agree that the rights and obligations created by this Agreement have monetary value to each of the parties and each of the parties agrees to make no claim to the Separate Property of the other party, either during the joint lives of the parties hereto or thereafter, and, if a party is not a prevailing party (as may be legally finally determined) with respect to any such claim, to indemnify the other party against all costs, fees and expenses arising from any such claim.

DISPOSITION OF SEPARATE PROPERTY. Both parties shall have exclusive control of his or her separate property and may make any disposition of his or her separate property by sale, gift or bequest during his or her lifetime as each sees fit. In the event either party should desire to sell, encumber, convey or otherwise dispose of or realize upon his or her Separate Property or any part or parts thereof, the other will, upon request, join in such deeds, bills of sale, mortgages, renunciations of survivorship or other rights created by law or otherwise, or other instruments, as the party desiring to sell, encumber, convey or otherwise dispose or realize upon may request and as may be necessary and appropriate.

COHABITATION. Each party waives any and all rights or claims existing now or hereafter existing with reference to any period of cohabitation, if any, prior to the marriage of the parties, including, but not limited to, any claim to real or personal property.

HUSBAND'S SEPARATE PROPERTY. The Husband is the owner of certain property, which is set forth and described in Exhibit C, Husband's Separate Property Statement attached hereto, and incorporated into and made a part of this Agreement, which he intends to keep as his non-marital, separate, sole and individual property. Any and all income, including profits, gains, appreciation in value, interest, dividends, stock splits and rents, associated or relating to any such separate property shall also be deemed separate property.

WIFE'S SEPARATE PROPERTY. The Wife is the owner of certain property, which is set forth and described in Exhibit D, Wife's Separate Property Statement attached hereto, and incorporated into and made a part of this Agreement, which she intends to keep as her non-marital, separate, sole and individual property. Any and all income, including profits, gains, appreciation in value, interest, dividends, stock splits and rents, associated or relating to any such separate property shall also be deemed separate property.

RESIDENCE. It is expressly recognized that if the residence to be occupied by the parties after marriage is the Separate Property of either party, and as such described in Exhibit C, Husband's Separate Property Statement or described in Exhibit D, Wife's Separate Property Statement, the use of any joint funds, or separate funds of the other party, for the mortgage payments, utilities, repairs, or maintenance of the residence and grounds for the joint benefit of the parties shall not create any interest in the property of the other party. However, if joint funds or the other party's separate funds are used to make capital improvements on the property, the other party shall thereafter have a lien against the property to the extent of one-half of the total joint funds, or the full amount of the separate funds, contributed, which lien shall be paid upon the sale of the property, the termination of the marriage or the death of the Husband or Wife, whichever occurs first. Further, each party releases any claim, demand, right, or interest that the party may acquire because of the marriage in any real property of the other because of the homestead property provisions of the laws of any state concerning the descent of the property as homestead.

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as provided in the instrument conveying and/or evidencing title to such property. Any property acquired that does not normally have a title or ownership certificate shall be considered as joint property unless otherwise specified by the parties in writing.

**ERISA RIGHTS.** Each party specifically waives any right, whether created by statute or otherwise, to pension, IRA, 401k, stock option, stock appreciation, stock purchase, profit-sharing, or other retirement benefits or incentive plan earned by or credited to the other, including, but not limited to, any joint or survivorship rights and any right which might arise in the event of the parties' separation, annulment or the dissolution of the marriage. Following the solemnization of the parties' marriage, each party shall execute such waivers or other documents as the other may reasonably request to evidence such waiver.

**DEATH.** In the event one party survives the death of the other, such party shall make no claim and hereby waives all claims and rights to share or receive the assets, property and estate of the other, whether through community property, inheritance, dower, courtesy or any other right now existing or later created. The estate of each party, including the separate property set forth in this Agreement, shall descend to his or her heirs or beneficiaries, as may be set forth in a Last Will and Testament or by the laws of the state where the decedent was domiciled, as if no marriage had taken place between the parties. Notwithstanding the foregoing, any party may leave assets or property to the other pursuant to a Last Will and Testament or Living Trust. In addition, the provisions of this section may be precluded or superseded under the terms of a Last Will and Testament made and signed after the date of this Agreement.

**WAIVER OF SPOUSAL SUPPORT.** The parties agree that each is physically, emotionally, and financially capable of providing for their own support at an appropriate standard of living. Accordingly, each party accepts full responsibility for his or her own support, and except as otherwise provided in this Agreement, each party specifically agrees that neither shall make any claim for or be entitled to receive any money or property from the other as alimony, spousal support, or maintenance in the event of separation, annulment, dissolution or any other domestic relations proceeding of any kind or nature, and each of the parties waives and relinquishes any claim for alimony, spousal support or maintenance, including, but not limited to, any claims for services rendered, work performed, and labor expended by either of the parties during any period of cohabitation prior to the marriage and during the entire length of the marriage. The waiver of spousal support shall apply to claims both pre and post-judgment.

**WAIVER OF CAREER AND PROFESSIONAL EARNINGS.** Each party waives all claims and interest in, the earnings and profits, together with all property and income acquired or derived from the career or profession of the other party, in the event of a legal separation, annulment or dissolution of the marriage.

**BINDING ON SUCCESSORS.** Each and every provision hereof shall inure to the benefit of and shall be binding upon the heirs, assigns, personal representatives, executors and administrators of each party, and all successors in the interest of the parties. No person shall have a right or cause of action arising or resulting from this Agreement except those who are parties to it and their successors in interest.

**MODIFICATION.** During the lifetimes of the parties, and so long as their marriage has not been terminated by divorce or annulment, the parties reserve the right to modify, supersede, or void this Agreement by an instrument in writing, executed by each of them and properly acknowledged. Any such amendment shall be valid and binding to the full extent, as though the provisions of such agreement had been set forth herein. Further, the physical destruction or loss of this Agreement shall not be construed as a modification.

**SEVERABILITY.** The provisions of this Pre-Marriage Agreement are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstance, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of this Agreement or their application to either party of this Agreement or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Prenuptial Agreement would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein to the extent that portion of this Agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Pre-Marriage Agreement shall remain in full force and effect.



**Exhibit B**

**WIFE'S FINANCIAL STATEMENT**

I, \_\_\_\_\_, hereby certify that the following financial information is true/correct according to the best of my knowledge and belief:

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**SECTION 1: EMPLOYMEN AND INCOME**

Employer: \_\_\_\_\_

Employer's address: \_\_\_\_\_

Pay period: \_\_\_\_\_

Rate of pay: \$ \_\_\_\_\_

Gross monthly income from employment:	\$ _____
Gross monthly income from other sources	\$ _____
Spousal Support Received from Previous Marriage	\$ _____
Pension, Retirement or Annuity Payments	\$ _____
Child Support Received from Previous Marriage	\$ _____
Disability Benefits	\$ _____
Unemployment Compensation	\$ _____
Worker's Compensation	\$ _____
Social Security Benefits	\$ _____
Income from Royalties, Trusts, or Estates	\$ _____
Rental Income (income minus expenses)	\$ _____
Interest and Dividends	\$ _____
Other Recurring Income	\$ _____

TOTAL GROSS INCOME (MONTHLY)  
FROM OTHER SOURCES: \$ \_\_\_\_\_

Gross Monthly Deductions:	
Court Ordered or Contractual Child Support Payments	\$ _____
Other Court Deductions	\$ _____
Federal, State, and Local Income Taxes	\$ _____
FICA or Self-Employment Tax	\$ _____
Health Insurance Payments	\$ _____
Mandatory Union Dues	\$ _____
Mandatory Retirement	\$ _____

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_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

**Royalty, Deferred Commission, Annuity and other non-real estate contracts**

Title of Contract	Date of Contract	Estimated Monthly \$Value
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**AUTOMOBILES**

Year	Make	Model	VIN#	\$Value
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

**BOATS AND OTHER VEHICLES**

Year	Make	Model	Reg# or ID#	\$Value
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

**BUSINESS OWNERSHIP / INTEREST**

(includes regular business partnerships and partnership interests including real estate partnerships)

Name	\$Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**LIMITED LIABILITY COMPANY (LLC) OWNERSHIP / INTEREST**

Name	\$Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**OTHER ASSETS**

Type / Name	\$Value
_____	\$ _____

_____	\$ _____
_____	\$ _____
_____	\$ _____

**TOTAL ASSETS** \$ \_\_\_\_\_

**SECTION 3: LIABILITIES**

Creditor	Collateral / Security	\$Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**TOTAL LIABILITIES** \$ \_\_\_\_\_

The above information is true and accurate to the best of my knowledge, and is based upon information currently available to me. This information is being provided as an integral part of a Premarital Agreement, and this statement shall be attached to said Premarital Agreement.

\_\_\_\_\_  
Signature of Wife

\_\_\_\_\_  
Date

**HUSBAND'S VERIFICATION OF RECEIPT**

I, \_\_\_\_\_, hereby acknowledge receiving a copy of the foregoing Wife's Financial Statement on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Husband

\_\_\_\_\_  
Date

**Exhibit D**

**WIFE'S SEPARATE PROPERTY STATEMENT**

This information is being provided as an integral part of a Premarital Agreement, and this statement shall be attached to said Premarital Agreement. The following items of property shall be the separate property of the Wife, \_\_\_\_\_:

	Description [If applicable. If not, enter N/A]
Spousal Support Received from Previous Marriage	_____
Pension, Retirement or Annuity Payments	_____
Support Received from Previous Marriage	_____
Disability Benefits	_____
Unemployment Compensation	_____
Worker's Compensation	_____
Social Security Benefits	_____
Income from Royalties, Trusts, or Estates	_____
Rental Income (income minus expenses)	_____
Interest and Dividends	_____
Other Recurring Income	_____
Court Ordered or Contractual Child Support	_____

**CHECKING AND SAVINGS ACCOUNTS**

Bank	Type	Account #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**OTHER PERSONAL PROPERTY**

Type	Description [If applicable. If not, enter N/A]
Clothing and personal items	_____
Jewelry	_____
Trade Tools / Equipment	_____
Collectibles (coins, art, stamps, etc.)	_____
Life Insurance Cash Value (at present)	_____
Home furnishings (including furniture, stereos, tv's, etc)	_____
Recreation / Sports Equipment	_____

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**BOATS AND OTHER VEHICLES**

Year	Make	Model	Reg# or ID#	\$Value
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

**BUSINESS OWNERSHIP / INTEREST**

(includes regular business partnerships and partnership interests including real estate partnerships)

Name	\$Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**LIMITED LIABILITY COMPANY (LLC) OWNERSHIP / INTEREST**

Name	\$Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**OTHER SEPARATE PROPERTY**

Type / Name	Description [If applicable. If not, enter N/A]
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Signature of Wife

\_\_\_\_\_  
Date

**HUSBAND'S VERIFICATION OF RECEIPT**

I, \_\_\_\_\_, hereby acknowledge receiving a copy of the foregoing Wife's Separate Property Statement on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Husband

\_\_\_\_\_  
Date