

# PRENUPTIAL AGREEMENT

County of: \_\_\_\_\_

State of New York

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## Parties:

1. Full Name of Party A: \_\_\_\_\_

2. Full Name of Party B: \_\_\_\_\_

## RECITALS

WHEREAS, the Parties contemplate legal marriage under the laws of the State of New York and desire to establish their respective rights and responsibilities regarding each other's income and property and the income and property that may be acquired, either separately or together, during the marriage; and WHEREAS, the Parties intend this Agreement to be effective upon their marriage.

## AGREEMENT

### 1. Separate Property

Each Party's separate property, including property owned before marriage, inheritances, gifts, and property excluded by this Agreement, shall remain the separate property of that Party, free from any claim by the other.

### 2. Marital Property

Property acquired jointly during the marriage shall be considered marital property and subject to equitable distribution in the event of divorce or legal separation.

### 3. Income

Income earned by each Party during the marriage shall be treated as separate property unless expressly commingled or agreed otherwise in writing.

### 4. Debts

Each Party shall be responsible for their separate debts incurred before and during the marriage, unless jointly agreed or jointly incurred.

### 5. Spousal Support/Waiver

The Parties agree to waive any rights to spousal support, maintenance, or alimony in the event of dissolution of the marriage, except as otherwise provided by applicable law or mutual written agreement.

### 6. Estate Rights

This Agreement does not limit or affect the Parties' rights under any valid will, trust, or other estate plan, except as explicitly stated herein.

### 7. Disclosure

Each Party has made a fair and reasonable disclosure to the other of their income, assets, and liabilities.

### 8. Voluntariness

The Parties acknowledge that they have entered this Agreement voluntarily, without coercion, duress, or undue influence.

## **9. Independent Counsel**

Each Party acknowledges having had the opportunity to consult with independent legal counsel prior to signing this Agreement.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

## **11. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **12. Entire Agreement**

This Agreement contains the entire understanding between the Parties relating to the subject matter hereof and supersedes all prior agreements or understandings.

## **13. Amendment**

This Agreement may only be amended or revoked by a written agreement signed by both Parties.

## **14. Execution**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which constitute one and the same instrument.

## **15. Effective Date**

This Agreement shall become effective upon the Parties' marriage.

## **16. Waiver**

Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or the right to enforce it later.

## **17. No Third-Party Beneficiaries**

This Agreement is made solely for the benefit of the Parties and not for any third party.

## **18. Headings**

The headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

## **19. Counterparts and Electronic Signatures**

This Agreement may be executed by electronic signature and in counterparts, which together shall constitute one agreement.

## **20. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, and assigns.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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