

# Prenuptial Agreement (Version 2)

- 🔊 Prenuptial 1 basically says that everything we own going into this marriage is still separate... Prenuptial 2 adds for the possibilities of inheritance, etc. which would also belong separately to the person inheriting, etc.
- 🔊 The first part of the Memorandum should be completed and distributed to your prospective Spouse along with a copy of the Prenuptial Agreement (attached below)
- 🔊 This memo is certainly business-like... do what you do to warm it up!

## Our Prenuptial Agreement

Date:

 [Month, Day, Year]

To:

[Name of Prospective Spouse]

From:

[Owner/Founder]

Subject:

**Prenuptial Agreement**

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Hi Honey,

Attached to this note is a copy of our “Prenuptial Agreement”...

This Agreement is designed to ensure that our separate property, and all earnings attributable to that property, will remain separate following our marriage.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

It is written in plain-English as much as possible.

You really need to consult an attorney of your own choice to be sure that your interests are protected – they must also sign the Agreement.

Please sign and return it to me asap.

Thank you very much!

XOXOXO

[Owner/Founder]

# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🚫 **Do Not Use This Agreement 'As-Is.'**
- 🚫 **This Agreement Is Not Legal Advice.**
- 🚫 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🚫 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🚫 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

## Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of  business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.

- Please visit our website under [Expert Referral Network](#).

## Ongoing Update Service Keeps You Current

Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.



Prospective Husband is set forth in Exhibit A. A list of all assets owned and obligations owed by the Prospective Wife is set forth in Exhibit B.

☞ The Prospective Spouses are acknowledging that the values given in the exhibits for the Property may not be exact.

1.2 The parties understand that the figures and amounts presented in Exhibits A and B are approximate, and that they reflect the values of the Property on or about the date of this Agreement.

1.3 The parties acknowledge that they have read Exhibits A and B, that they are entering into this Agreement freely and voluntarily, and that they comprehend the contents of this Agreement.

☞ Section 2 is the heart of the Agreement. The property of each party, along with any income earned or losses incurred with respect to that Property shall remain as separate Property. The same applies to all of the debts and obligations of the parties.

## 2. Property of Each Spouse to Be Separate

☞ Enter the name of the Prospective Husband in both inserts.

2.1 The Property listed in Exhibit A is and shall remain the separate property of [Name]. All income, increases and other accumulations from the Assets listed in Exhibit A shall be the separate property of [Name].

☞ Enter the name of the Prospective Wife in both inserts.

2.2 The Property listed in Exhibit B, is and shall remain the separate property of [Name]. All income, increases and other accumulations from the Assets listed in Exhibit B shall be the separate property of [Enter Name].

2.3 All debts and other liabilities incurred on behalf of the Assets listed in Exhibits A and B shall be the sole responsibility of the party who owns that property. Each obligation listed in Exhibits A and B shall remain the separate responsibility of the party who incurred the debt or liability.

☞ Section 2.4 states that 100% of any property, including earnings and income, acquired by the Prospective Wife during marriage, belongs to her. Basically, the marriage changes nothing with respect to the property rights of the Spouses. (It is as if there was no marriage).

☞ Remove the brackets in the last sentence, for those states that have community property. In non community property states, delete the phrase within the brackets.

2.4 The Prospective Husband acknowledges and agrees that all property, including the earnings and income from the Prospective Wife's services, effort, and work earned during the marriage, or coming to her by purchase, gift, inheritance, or other means, shall be her separate property and is subject to her disposition as her separate property, in the same manner as if there were no marriage. The Prospective Husband further acknowledges that, except for this Agreement, the earnings and income resulting from the personal services of the Prospective Wife during the marriage would be the community property **in which she would have a one-half interest**, but that by this Agreement those earnings and income are her separate property.

☞ Section 2.5 states that 100% of any property, including earnings and income, acquired by the Prospective Husband during marriage belongs to him. Basically, the marriage changes nothing with respect to the respective property rights of the Spouses. (It is as if there was no marriage).

☞ Remove the brackets in the last sentence, for those states that have community property. In non community property states, delete the phrase within the brackets.

2.5 The Prospective Wife acknowledges and agrees that all property, including the earnings and income from the Prospective Husband's services, effort, and work earned during the marriage, or coming to him by purchase, gift, inheritance, or other means, shall be his separate property and is subject to his

disposition as his separate property, in the same manner as if there were no marriage. The Prospective Wife further acknowledges that, except for this Agreement, the earnings and income resulting from the personal services of the Prospective Husband during the marriage would be the community property **in which she would have a one-half interest**, but that by this Agreement those earnings and income are his separate property.

☞ Section 3 is legal language that pretty much confirms what was said above. Again, both parties are agreeing that they have no right to any of the property of the other, no matter what the circumstances.

### 3. Release of Marital Rights to Separate Property

3.1 The parties agree to waive and release all claims and rights that may be acquired in the other's separate property, including, but not limited to, the right to: a family allowance; a probate homestead; claims of dower, courtesy, or any statutory substitutes provided by the laws of the state in which the parties or either of them die domiciled or in which they own real property; make an election to take against the will of the other; a distributive share in the estate of the other should he or she die intestate; declare a homestead in the separate property of the other; and act as estate administrator of the other.

☞ If any promises have been made regarding bequests or devises, delete the second sentence of Section 3.2. 

3.2 Nothing in this Agreement constitutes a waiver of any bequest or devise that the parties may choose to make by will or codicil. However, the parties acknowledge that neither of them has made any promises of any kind to other regarding any bequests or devises.

☞ It is imperative that both parties, but especially the party being presented with this Agreement be represented by an independent counsel that party has selected.

### 4. Independent Counsel

In negotiating and understanding the terms of this Agreement, each of the parties acknowledges that it has been represented by an independent counsel of its own choosing. Each party has read this Agreement, and its respective attorney has explained the meaning and legal consequences of the Agreement.

### 5. Binding Effect

This Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

☞ Section 6 requires all changes to this Agreement, including any waivers, be in writing and signed by the party against whom compliance is sought.

### 6. Waiver, Amendment, Modification

No waiver, amendment or modification of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced.

☞ In this next section, you must decide which state laws govern this Agreement. Generally, it is your state of residence. Insert that state in all three inserts.

### 7. Governing Law

This Agreement shall be governed by the laws of the State of [State] applicable to Agreements made and fully performed in [State] by [State] residents.

☞ The following paragraph states that this Agreement is intended to be the only Agreement between these parties regarding this particular matter, and that no other documents or communications,

whether oral or written, are binding. Therefore, it is very important to make sure that everything the parties have agreed to and want to include is accounted for in the body of this Agreement.

## 8. Entire Agreement

The parties acknowledge that this Agreement expresses their entire understanding and Agreement, and that there have been no representations, covenants or understandings made by either party to the other except such as are expressly set forth in this Agreement. The parties further acknowledge that this Agreement supersedes, terminates and otherwise renders null and void any and all prior Agreements or contracts, whether written or oral, entered into between them with respect to the matters expressly set forth in this Agreement.

🔊 If any part of this Agreement is unenforceable or invalid, the balance of the Agreement should be enforced. Basically, ignore any sections that are invalid.

## 9. Severability

If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms.

## Understood, Agreed & roved

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Agreement as of the Effective Date above.

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[Prospective Husband]

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[Prospective Wife]

### **Certification of Attorney for Prospective Husband**

The undersigned hereby certifies that s/he is an attorney admitted to practice in the State of [State]; that he or she has been retained by [Name of Prospective Husband], a party to this Agreement; that he or she has advised that party with respect to this Agreement and has explained to that party its meaning and legal effect; and that [Name of Prospective Husband] has acknowledged his full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

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(Firm name, if any)

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(Signature)



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(Typed name)

### **Certification of Attorney for Prospective Wife**

The undersigned hereby certifies that s/he is an attorney admitted to practice in the State of [State]; that he or she has been retained by [Name of Prospective Wife], a party to this Agreement; that he or she has advised that party with respect to this Agreement and has explained to that party its meaning and legal effect; and that [Name of Prospective Wife] has acknowledged her full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

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(Firm name, if any)

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(Signature)

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(Typed name)

## Acknowledgment by Notary Public

 Tweak this page so it makes sense for you.

State of **[State]**

County of **[County]**

On [Month, Day, Year], before me, [Name and title of officer taking acknowledgment], personally appeared [Name(s) of person(s) signing instrument), personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged to me that (he, she or they) executed the same in (his, her or their) authorized (capacity or capacities), and that by (his, her or their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official .

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(Signature)

(Seal)

# Exhibit A

## Assets & Obligations of [Name of Prospective Husband]

### Assets

🔊 List all assets owned by the Prospective Husband along with the approximate value of each.

Description	Value
▪ xxx	\$00.00
▪ xxx	\$00.00
▪ xxx	\$00.00
▪	

### Obligations

🔊 List all debts, liens, or other obligations against the assets listed and any other liabilities that the Prospective Husband is responsible for.

Description	Value
▪ xxx	\$00.00
▪ xxx	\$00.00
▪ xxx	\$00.00
▪	

# Exhibit B

## Assets & Obligations of [Name of Prospective Wife]

### Assets

☞ List all assets owned by the Prospective Wife along with the approximate value of each.

Description	Value
▪ xxx	\$00.00
▪ xxx	\$00.00
▪ xxx	\$00.00
▪	

### Obligations

☞ List all debts, liens, or other obligations against the assets listed and any other liabilities that the Prospective Wife is responsible for.

Description	Value
▪ xxx	\$00.00
▪ xxx	\$00.00
▪ xxx	\$00.00
▪	