

Prenuptial Agreement Template

Prepared for:

[FirstParty.FirstName] [FirstParty.LastName]
[FirstParty.Company]

Created by:

[SecondParty.FirstName] [SecondParty.LastName]
[SecondParty.Company]

This Prenuptial Agreement (the "Agreement") is entered into on this day of 2026-04-23 (the Effective Date) by and between:

[FirstParty.FirstName][FirstParty.LastName] residing at [FirstParty.StreetAddress] [FirstParty.City] [FirstParty.State] [FirstParty.PostalCode] (First Party)

and

[SecondParty.FirstName] [SecondParty.LastName] residing at [SecondParty.StreetAddress] [SecondParty.City] [SecondParty.State] [SecondParty.PostalCode] (Second Party)
(Collectively referred to as "Parties") who are considering entering into a marriage.

WHEREAS, the Parties agree this Agreement will become effective upon their marriage pursuant to the laws of the State of [FirstParty.State] or other applicable laws, adopted by the State of [FirstParty.State].

WHEREAS, the Parties intend for this Agreement to provide guidance on the status, ownership, and division of property between them including current property owned or acquired by either Party and future property owned or acquired by either Party during the course of the marriage.

I. Definitions

1. "Asset" means anything of significant value including real property, other real estate investments, income, earnings, retirement accounts, stock options, savings or valuable collections, automobiles or other vehicles, jewelry, business ownership, inheritance, gifts, or any other item owned that has significant monetary value.
2. "Separate Property" means assets that were acquired before the marriage was entered between the Parties. Separate property shall denote assets that will be retained by the Party who acquired such property in the event of a death of either Party or the dissolution of marriage. Separate property shall not be subject to division in the event of a dissolution of the marriage.
3. "Marital Property" means assets that were acquired during the course of the marriage that are the property of both Parties. Upon dissolution of the marriage between the Parties, the Marital Property shall be split between each Party according to the percentage denoted in each section of the Agreement.

II. Financial information

Financial information, including net worth, assets, income, holdings, liabilities, and debts have been provided for First Party is attached as Exhibit A and for Second Party is attached as Exhibit B. Parties agree that the financial information provided is truthful and accurate as of the Effective Date of this Agreement.

III. Property

1. Parties' Separate Property: All property and other assets included in Exhibit A shall serve as First Party's Separate Property. All property and other assets included in Exhibit B shall serve as Second Party's Separate Property. All earnings, salaries, pensions, or other employment benefits shall be considered each Party's Separate Property. Any and all inheritance, gifts, or other assets acquired by each Party as the result of the death of a family member or other related individual shall constitute as Separate Property.
2. Parties' Marital Property: Parties agree that any assets acquired during the course of the marriage are considered Marital Property. Upon the death of one Party or divorce, all Marital Property shall be split between the Parties under the following distribution: First Party shall receive (number) % of Marital Property. Second Party shall receive (*number*) % of Marital Property.

IV. Debts

Each of the Parties' existing debts as laid out in Exhibit A and Exhibit B shall be considered Separate Property and is the sole responsibility of the Party who incurred the debts before the marriage. Any debts incurred during the marriage shall be considered Marital Property and evenly distributed between the Parties if they file for divorce.

V. Taxes

During the marriage, Parties shall file (joint or separate) federal and state income tax returns. Each Party shall be individually responsible for taxes associated with their Separate Property.

VI: Children

1. First Party has the following children from a previous relationship: [FirstParty'sChild.FirstName] [FirstParty'sChild.LastName] born on (*Full birth date*).
2. Second Party has the following children from a previous relationship: [SecondParty'sChild.FirstName] [SecondParty'sChild.LastName] born on (*Full birth date*).
3. Parties have the following children together: [CommonChild.FirstName] [CommonChild.LastName] born on (*Full birth date*).
4. As long as the Parties remain married, they shall jointly provide support for the children listed above including shelter, health, education, food, and other support as necessary.

5. In the event the Parties divorce, each Party will retain sole physical and legal custody of their child from a previous marriage.
6. For children the Parties have together, Parties shall have joint custody of their children upon filing for divorce and shall jointly be responsible for the child's welfare, education, health, and support.

VII: Business ownership

1. Any business that is separately owned by either Party prior to the marriage shall remain as Separate Property for the purposes of this Agreement. Any income from the business or appreciation in the businesses' value will also be considered Separate Property.
2. Any business that is acquired by either Party, including income from the business, during the marriage shall be treated as Marital Property. Upon the dissolution of marriage, the ownership of Marital Property businesses and its income or appreciated value shall be split between the Parties accordingly: First Party shall receive (*number*)% of the business, and Second Party shall receive (*number*)% of the business.

VIII: Spousal support

If Parties choose to dissolve their marriage, Parties agree that (First or Second Party) shall provide spousal support in the amount of \$(0,00) each month to (First or Second Party) to be paid out on the 1st of each month. Adjustments to potential spousal support may only be considered with the completion of a Spousal Support Addendum added to this agreement signed by both Parties.

IX: Death

If either Party survives the death of the other, the surviving Party shall have the right to continue dwelling in the Parties' marital residence for the surviving Party's lifetime or until such a time that is specified in the deceased Party's Living Will and Testament. All Marital Property shall be distributed according to the deceased Party's Living Will and Testament. In the absence of a Living Will and Testament, the surviving Party shall receive all Marital Property upon the death of the other Party.

[SecondParty.Company]

[FirstParty.Company]

[SecondParty.FirstName] [SecondParty.LastName]

[FirstParty.FirstName]

[FirstParty.LastName]

Exhibit A – First Party's Financial Information

Exhibit B – Second Party's Financial Information