

ANTENUPTIAL AGREEMENT

THIS AGREEMENT was made and entered into in (City), (State), between WIFEE, for convenience referred to as the "Wife", who presently resides at _____; and HUBBY, for convenience referred to as the "Husband", who presently resides at _____; upon execution by both parties.

A. The parties are unmarried persons who are contemplating entering into a ceremonial marriage to each other in _____, _____, on or about _____, 19 ____.

B. Neither party has previously been married. Wife has a child born out of wedlock, _____, who resides with her. His birth date is _____. Husband is not the father of _____.

C. In anticipation of their marriage to each other, the parties desire to fix and determine by agreement the rights to support and property and claims that shall accrue to each of them by reason of the marriage, and to accept the provisions of this agreement in lieu of and in full discharge, settlement and satisfaction of all rights and claims arising out of the marriage or otherwise.

D. Each party agrees with the other that a full discussion has been had between them and their respective counsel. This discussion included full disclosure of all property owned by each party, their respective liabilities, their income, their pension rights and profit sharing plans, and all matters pertinent to their net worth and their financial status.

A copy of the schedule showing the property, liabilities and income of each party is attached hereto and marked, *The Husband - Exhibit "A"* and *The Wife - Exhibit "B"*.

E. The Husband's Social Security Number is _____. The Wife's Social Security Number is ____ - ____ - ____.

F. The consideration for this Agreement is based upon the mutual promises and waivers herein contained and the marriage about to be solemnized. If the marriage does not take place, this Agreement shall be deemed for all purposes null and void.

NOW, THEREFORE, IT IS AGREED, in consideration of the mutual covenants herein and the proposed marriage between the parties to be celebrated hereafter, as follows:

PROPERTY AND WAIVERS

1. *Sole and Separate Property*: The parties agreed to keep, as their sole and separate property, all of their respective premarital property and any property subsequently acquired by inheritance or gift from a third party, including any increase thereof or property acquired in exchange therefor. The parties also agree to keep, as their sole and separate property, all recoveries they may receive from personal injury or other tort litigation, whether by settlement or judgment.

2. *Marital Property*: The parties intend that all assets accumulated by them during the marriage other than those specifically set forth in the Exhibits "A" and "B", or excluded in Paragraph One, above, shall be considered marital property and subject to division as such. However, any investment of premarital or separate assets in marital assets shall remain premarital, plus interest of ten percent (10%) per annum.

3. *Waivers*: Should said marriage relationship be terminated by death or dissolved by legal proceedings, each party hereby waives any rights to alimony, separate maintenance, or spousal support of any kind whether temporary or permanent; to dower or

curtesy or homestead rights; to any statutory rights in the other's estate except for those rights reserved under paragraph two above, as if said marriage had never been celebrated; and each party forever waives any and all right, title and interest to the pension and retirement benefits of the other party.

TESTAMENTARY PROVISIONS AND INSURANCE

4. *Testamentary Provisions:* It is agreed, however, notwithstanding the provisions of Paragraph Three above, that nothing herein shall be construed to prevent either party from naming the other party as a beneficiary or executor of his or her last will and testament, or as a donee through gift or as the beneficiary of any retirement plan death benefits. However, this paragraph shall not be construed in any manner to be a contract to make a gift or to make any provision in any will for the other party, or as the beneficiary of any retirement plan death benefits

GENERAL PROVISIONS AND ARBITRATION

5. *General Provisions:*

A. Each party shall take any and all steps and execute, acknowledge and deliver to the other party any and all instruments and documents which the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

B. This Agreement constitutes the entire understanding of the parties and no modification or waiver of its terms shall be valid unless in writing and signed by the

parties. This Agreement shall not be subject to modification by any court of law.

C. No waiver of a breach or default shall be deemed a waiver of any subsequent breach or default.

D. This Agreement shall be binding upon the parties, their heirs, personal representatives and assigns.

E. In the event that any provision of this Agreement is held to be invalid, illegal, unenforceable or against public policy, the remaining provisions of the Agreement shall remain valid and enforceable.

F. This Agreement shall be subject to the law of (State).

G. In the event of any dispute over the terms of this Agreement or over any other matter between the parties, either party may at any time, but in no event later than thirty (30) days after actual notice of litigation between the parties, invoke binding arbitration by notifying the American Arbitration Association in writing of the issue to be arbitrated with a copy to the other party at his or her last known address.

The party invoking arbitration shall provide the American Arbitration Association the fees it requires in order to proceed with the arbitration.

The arbitrator shall be selected and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator shall decide the issues submitted by each party, shall not be limited by the terms of this Agreement, and shall determine how the expenses of the arbitration proceeding shall be apportioned between the parties.

SIGNATURES AND VERIFICATIONS

IN WITNESS WHEREOF, and being fully advised in the premises, the parties hereunto have subscribed their names and affixed their seals on the day and year indicated.

Witness WIFEE

Witness HUBBY

Date: _____

THE HUSBAND - EXHIBIT "A"

Real Property: **(None.)**

Personal Property:

Automobile

Clothing

Furniture

Bank Accounts

Income:

Liabilities:

Retirement Rights:

THE WIFE - EXHIBIT "B"

Real Property: **(None.)**

Personal Property:

Automobile

Clothing

Furniture

Bank Accounts

Income:

Liabilities:

Retirement Rights: