



CAUTION – this Prenuptial agreement is:

- Designed for a couple who resides in New York.
- Specifies that all assets and liabilities they brought into the marriage remain separate property.
- Agreed that should they divorce, their separate property (assets and liabilities) would not be shared, nor would the other person become responsible for the debt.
- Waives each party's right to alimony.
- Waives each party's spousal right to claim an inheritance should one party die.
- Waives each party's right to share in inheritance and gifts made to one party.
- Specifies each party was represented by counsel and names the counsel.

Do NOT use this agreement
without consulting with an attorney

Between

(#1 legal name) _____

And

(#2 legal name) _____

Date: _____

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Paragraph 1: *Introductory Facts*

A. Parties

This agreement is between

(#1 legal name) _____ born on: _____.

and

(#2 legal name) _____ born on: _____.

We refer to ourselves as (#1 common name) _____” and (#2 common name) “ _____” in this agreement.

B. Purpose of Agreement

We plan to marry in _____. This agreement aims to identify our pre-marital assets and debts and define our mutual rights and obligations regarding property, including pre-marital assets, marital assets, and finances after we marry.

Under Section 236 Part B, subdivision 3 of the **Domestic Relations Law of the State of New York**, the Parties desire in advance of their marriage to settle all financial rights, privileges, obligations and matters potentially arising out of the contemplated marriage to each other.

The Parties intend and agree that this Agreement, entered into after due and considered deliberation, shall be an agreement according to New York Domestic Relations Law Section 236 Part B concerning all assets and properties, both real and personal, tangible and intangible, wherever situated, now owned by the Parties or either of them, or standing in their respective names or the name of a nominee or trustee for their respective benefits, or either or both of the Parties may hereafter acquire that. This Agreement shall be enforceable in any other jurisdiction but shall be interpreted under the laws of New York.

C. Current Circumstances

(#1 common name) _____ currently resides at
_____.

Her occupation is _____. She has _____ children.

(#2 common name) _____ currently resides at
_____.

His occupation is _____. He has _____ children.

Paragraph 2: Effective Date and Term

A. Effective Date of Agreement

This agreement will be effective on the day we marry. If we do not marry, this agreement will be null and void. This Agreement is of NO FORCE AND EFFECT until the Parties enter into a valid and legal marriage with each other, at which time this Agreement shall be in full force and effect, and all terms shall be binding upon each of the Parties.

B. Term of Agreement

After we marry, this agreement will remain in full force and effect indefinitely unless and until we sign a new written agreement revoking or modifying this agreement.

Paragraph 3: Legal Representation

A. (#1 common name) _____ has been represented by
_____ an attorney in the negotiation and drafting of this agreement.

B. (#2 common name) _____ has been represented by
_____ an attorney in the negotiation and drafting of this agreement.

C. Drafting of Agreement

This agreement was drafted through the joint efforts of (#1 common name)
_____ and (#2 common name) _____.

Paragraph 4: Disclosures

A. (#1 common name) _____'s Disclosures

All of (#1 common name) _____'s pre-marital assets having a known value greater than ten thousand dollars (\$10,000) and all of her liabilities exceeding ten thousand dollars (\$10,000) are listed on Schedule 1, attached to this agreement.

(#1 common name) _____ has provided the information on Schedule 1 in good faith. The values and other financial information on Schedule 1 are approximations and may not be exact. Still, they are intended to present a full, fair, and reasonable disclosure.

OPTIONAL INSERTION IF INHERITANCE IS IMMINENT or ANTICIPATED, AND SIGNIFIGANT.

Additionally, it should be noted that:

- _____ believes that upon the death of _____, she will inherit additional assets including:

- _____
- _____
- _____

These assets and have not been listed on Schedule 1 but, are indicated here for full disclosure. At the time of inheritance, these assets will be inherited assets, as defined in below paragraph 5E.

B. (#2 common name) _____'s Disclosures

All of (#2 common name) _____'s pre-marital assets having a known value greater than ten thousand dollars (\$10,000) and all of his liabilities exceeding ten thousand dollars (\$10,000) are listed on Schedule 2, attached to this agreement

(#2 common name) _____ has provided the information on Schedule 2 in good faith. The values and other financial information on Schedule 2 are approximations and may not be exact, but they are intended to present a full, fair, and reasonable disclosure,

C. Acknowledgment of Receipt of Disclosures

(#1 common name) _____ received a copy of Schedule 2 on (date) _____ and reviewed this information before signing this agreement.

(#2 common name) _____ received a copy of Schedule 1 on _____ and reviewed this information before signing this agreement.

The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any other rights to disclosure of each other's property or financial obligations beyond the disclosure provided.

D. Mutual Affirmations

Each Party agrees and affirms that:

- (1) The Parties did execute the Agreement voluntarily;
- (2) This Agreement was not unconscionable when it was executed;
- (3) Prior to execution of the Agreement, both Parties were provided a fair and reasonable disclosure of the property or financial obligations of the other Party;
- (4) They have an adequate knowledge of the property or financial obligations of the other Party; and
- (5) They entered into this Agreement freely and under no duress or undue influence on their decision by the other Party.

Paragraph 5: Definitions

A. This Agreement

The term "this agreement" refers to the provisions of this document, once signed by us, as modified by any subsequent amendments in writing signed by us.

B. Event of Marital Discord

An "Event of Marital Discord" shall be defined as the first to occur of the following:

(1) The date upon which either Party commences an action against the other for divorce, separation, or annulment in a court with jurisdiction to determine such action, provided, however, that if any such action is commenced, the provisions of this Agreement shall remain binding and each Party hereby waives any right as part of such action to challenge this Agreement on the grounds of duress, bad faith, undue influence or overreaching or

(2) The date upon which either Party gives written notice, by both certified mail, return receipt requested, AND by First Class mail (a "termination notice") to the other Party that by such writing the Party wishes to terminate the marriage, provided, however, that (a) the provisions of this Agreement shall remain binding, and (b) any such termination notice may be retracted only by that same Party giving a subsequent written notice of reconciliation within forty-five (45) days of the sending of the original termination notice, in which case the Event of Marital Discord otherwise arising from the delivery of said termination notice shall, for the purposes of this Agreement, be deemed never to have occurred; or

(3) The date of execution of a written separation agreement between the Parties, provided, however, that the provisions of this Agreement shall remain binding, and that any such separation agreement must incorporate the substantive terms and conditions of this Agreement UNLESS there is specific reference in the separation agreement that the Parties are affirmatively and jointly agreeing to amend the terms of this Agreement by the terms embodied in the separation agreement, either temporarily or permanently, as set forth specifically by the Parties in the separation agreement.

C. Pre-Marital Assets

Pre-marital asset (s) are owned by one spouse individually and owned prior to the date of marriage.

It is agreed that pre-marital assets are one person's separate property, belong exclusively to that person, and are free from claims of the other spouse. A spouse has the sole right to manage and dispose of his or her pre-marital assets. Pre-marital Assets are not subject to division

between us if we divorce. No law of any jurisdiction other than **New York** shall apply or be applied or otherwise be used to change the character of property which the Parties hereby agree will be deemed the separate property of either party under the terms of this Agreement to community property, quasi-community property, marital property or to property which is subject to distribution in any way to the Non-Titled Party upon dissolution of the marriage or upon, the Parties' separation or the occurrence of an Event of Marital Discord as defined herein. No law of any jurisdiction shall apply or be applied or otherwise be used to give a Non-Titled Party property rights in the property of the Titled Party, except as specifically provided for in this Agreement. The fact that the parties may file joint Federal, state or local income tax returns shall not be interpreted to imply any abandonment of the terms and provisions of this Agreement.

D. Marital Assets

An asset purchased with joint funds from *(#1 common name)* _____ and *(#2 common name)* _____ shall be considered a Marital Asset. A gift given jointly to both *(#1 common name)* _____ and *(#2 common name)* _____ shall be considered a marital asset. Marital Assets may be subject to division between us by a court if we divorce unless we provide otherwise in this agreement or in another document.

E. Inherited Assets and Gift Assets

An asset inherited individually by either *(#1 common name)* _____ or *(#2 common name)* _____ prior to the date of marriage or after the date of marriage shall be considered an Inherited Asset.

An asset given solely to *(#1 common name)* _____ or *(#2 common name)* _____ by one of them or by any other party prior to the date of the marriage or after the date of marriage shall be considered a Gift Asset. An Inherited Asset or a Gift Asset shall have the same effect as a pre-marital asset and be the sole property of the receiving party.

F. Assets and Property

Assets and Property shall have the same meaning for this agreement.

G. Divorce

The term "divorce" in this agreement refers to any legal proceeding to end or alter our marital relationship, including a proceeding for divorce, dissolution of marriage, legal separation, or separate maintenance.

Paragraph 6: Ownership of Premarital Assets

All Premarital Assets and Property Traceable to Them Remain Separate

Except as specified elsewhere in this agreement, *(#1 common name)* _____'s premarital assets (which are listed on Schedule 1), and all property traceable to those assets, shall continue to be *(#1 common name)* _____'s separate property after the marriage. "All property traceable to those assets" means any growth in value of those assets including growth in value arising as a direct or indirect result of the efforts of one or both of us during our marriage. It also means any sales proceeds of those assets, any asset solely purchased with the sales proceeds, or any asset(s) solely acquired in exchange for those assets as long as the sales proceeds or any such new asset is held in the sole name of *(#1 common name)* _____.

Except as specified elsewhere in this agreement, *(#2 common name)* _____'s premarital assets (which are listed on Schedule 2), and all property traceable to those assets, shall continue to be *(#2 common name)* _____'s separate property after the marriage. "All property traceable to those assets" means any growth in value of those assets including growth in value arising as a direct or indirect result of the efforts of one or both of us during our marriage. It also means any sales proceeds of those assets, any asset solely purchased with the sales proceeds, or any asset(s) solely acquired in exchange for those assets, as long as the sales proceeds or any such new asset is held in the sole name of *(#2 common name)* _____.

Paragraph 7: Responsibility for Debts and Expenses

Each Person is Solely Responsible for their Own Premarital Debts

(#1 common name) _____'s liabilities listed on Schedule 1 are (#1 common name) _____ sole and separate debts.

(#2 common name) _____ will not be responsible for any of (#1 common name) _____ debt, nor may (#1 common name) _____ use any marital property to pay the debts without (#2 common name) _____ written consent.

(#1 common name) _____ will indemnify and hold (#2 common name) _____ harmless from any proceeding to collect on (#1 common name) _____'s liabilities and will be solely responsible for any expenses, including attorneys' fees, incurred by (#1 common name) _____ in connection with such a proceeding.

(#2 common name) _____'s liabilities listed on Schedule 2 are (#2 common name) _____ sole and separate debts.

(#1 common name) _____ will not be responsible for any of (#2 common name) _____ debt, nor may (#2 common name) _____ use any marital property to pay the debts without (#1 common name) _____ written consent.

(#2 common name) _____ will indemnify and hold (#1 common name) _____ harmless from any proceeding to collect on (#2 common name) _____'s liabilities and will be solely responsible for any expenses, including attorneys' fees, incurred by (#2 common name) _____ in connection with such a proceeding.

Paragraph 8: Divorce

In the unhappy event that our marriage ends in divorce, as that term is defined in paragraph 5, we want to resolve all issues as amicably and efficiently as possible.

Therefore, if we divorce, we agree to the following:

A. Acknowledgement of this agreement

1. This agreement will control all issues addressed by this agreement.
2. As soon as possible after the case is filed, we will file this agreement (or a true copy of it) in court and we will sign and file a stipulation acknowledging the validity of this agreement.
3. Any dispute about the validity or interpretation of this agreement will be separated from all other issues in the case and submitted to the court for determination before any issues addressed in this agreement are decided.

B. Distribution of Pre-Marital Assets

In any divorce proceeding, Pre-Marital assets will be distributed to the party that owned or purchased the Asset and will not be included in any division of marital property.

C. Valuation and Distribution of Marital Assets

In any divorce proceeding, except as provided elsewhere in this agreement or in a written agreement signed by both of us at the time of the divorce, marital assets shall be divided based on the contribution that *(#1 common name)* _____ or *(#2 common name)* _____ made to the purchase. It is specifically agreed that no property shall be considered marital property unless the property is jointly titled or there is a written instrument signed and notarized by the parties attesting to it.

Distribution of Marital Assets will be done in such a way as to achieve proper monetary division based on the above valuation.

For example, if a property was purchased together and *(#1 common name)* _____ contributed \$ 6,000 and *(#2 common name)* _____ contributed \$ 4,000, then upon distribution 60% of the property should be returned to *(#1 common name)* _____ and 40 % returned to *(#2 common name)* _____.

If we so agree, certain assets may be distributed to one of us in exchange for a distribution of offsetting assets to the other party. Otherwise, each asset will be divided between us ("in kind"), if that is possible without making us co-owners of the same asset after the asset is divided. If an asset cannot be divided in kind and there is no agreement to assign the asset to one party, it shall be sold and the net proceeds divided so as to accomplish the intended division. In determining whether the assets have been appropriately divided, any asset not sold will be valued at its fair market value as of the date the assets are divided.

D. No Division of Retirement or Employee Benefits

If we divorce, the terms of the divorce decree or judgment shall provide that any marital property interest in retirement, pension, deferred compensation, stock options, and other employee benefit or tax-deferred plans, whether qualified according to IRS regulations or nonqualified, shall be confirmed to the person who earned the benefits or in whose name those benefits are vested and shall not be included in the equal division of the marital property.

E. Responsibility for Premarital Debts

If we divorce, the terms of the divorce decree or judgment shall provide that any outstanding premarital liabilities will be allocated to the person who incurred the liability. He or she shall be required to pay the liability and to indemnify and hold the other person harmless from the liability and all costs related to it.

F. Equitable Allocation of Responsibility for Debts Incurred During Marriage

Except as provided elsewhere in this agreement, if we divorce, the terms of the divorce decree or judgment shall provide that any outstanding debt incurred by one or both of us during our marriage will be paid and allocated between us equitably, as determined by written agreement signed by both of us or by the court in the divorce case.

If a debt is allocated to one of us in accordance with this clause, the person to whom it is allocated shall be required to indemnify and hold the other person harmless from the debt and all costs related to it.

G. Sole Responsibility for Certain Debts Incurred by One Party During Marriage

If we divorce, the terms of the divorce decree or judgment shall provide that any of the following outstanding debts incurred by one of us during our marriage will be allocated solely to the person who incurred the debt:

- Debts (s) which are taken out to pay for part of a real property purchase whereby the property is held in the sole name of one party and the down payment is supplied by funds from pre-marital assets.

If a debt is allocated to one of us in accordance with this clause, the person to whom it is allocated shall be required to indemnify and hold the other person harmless from the debt and all costs related to it.

H. No Reimbursement for Debts or Expenses Paid

In any divorce proceeding, neither of us will be entitled to any reimbursement from the other for paying debts or expenses of the other during our marriage except as may be provided elsewhere in this agreement, whether paid from separate property funds or marital property funds or both.

I. Mutual Waiver of Alimony:

(#1 common name) _____ expects to have sufficient earning capacity, income, and assets to provide for her reasonable needs if we divorce. Therefore, *(#1 common name)* _____ hereby waives absolutely any and all rights to request temporary and/or permanent alimony from *(#2 common name)* _____.

(#1 common name) _____ understands that this waiver could later result in a hardship and has taken that risk into account in making this waiver.

(#1 common name) _____ is willing to, and voluntarily does, waive, release and renounce all claims and rights which, after the consummation of the marriage, she might, or could have, as wife, surviving spouse or otherwise, in the real and personal property and estate, wherever situated, which *(#2 common name)* _____ now has, or may hereafter acquire and/or own, except as specifically provided for in this Agreement, as well as any right she may have to receive any temporary and/or permanent maintenance, support or alimony from *(#2 common name)* _____, except as specifically provided for in this Agreement.

(#2 common name) _____ expects to have sufficient earning capacity, income, and assets to provide for his reasonable needs if we divorce. Therefore, (#2 common name) _____ hereby waives absolutely any and all rights to request temporary and/or permanent alimony from (#1 common name) _____.

(#2 common name) _____ understands that this waiver could later result in hardship and has taken that risk into account in making this waiver.

(#2 common name) _____ is willing to, and voluntarily does, waive, release and renounce all claims and rights which, after the consummation of the marriage, he might, or could have, as husband, surviving spouse or otherwise, in the real and personal property and estate, wherever situated, which (#1 common name) _____ now has, or may hereafter acquire and/or own, except as specifically provided for in this Agreement, as well as any right he may have to receive any temporary and/or permanent maintenance, support or alimony from (#1 common name) _____, except as specifically provided for in this Agreement.

J. Marital Assets:

If we divorce, except as specified elsewhere in this agreement, our rights in every marital asset acquired jointly after we marry, and in any profits or growth in value or any sales proceeds or asset acquired in exchange for those assets, will be determined in accordance with the laws of New York State.

Paragraph 9: Mutual Waiver of Rights in Each Other's Estate—Complete Waiver

Each of us waives and forever gives up any and all rights or claim that she or he may acquire in the separate property of the other person due to our marriage, including but not limited to:

- A. Any spousal right of election under New York State Law, or the law of any other State specifically including EPTL 5-3.1 and EPTL 5-1.1A or a derivative thereof
- B. Rights or claims of dower, curtesy, or any substitute for those rights or claims provided by any applicable state statute at the time of the other person's death;
- C. The right of election to take against the will of the other;

- D. The right to a share in the separate property estate of the other person if he or she dies without a will;
- E. The right to act as administrator of the estate of the other;
- F. The right to a probate homestead or homestead allowance;
- G. The right to a family allowance and to a personal property allowance.

Nothing in this agreement shall be deemed to constitute a waiver by either of us of any gift that the other person might choose to make to him or her by will or other estate planning document, or to act as executor designated in the will of the other. However, we acknowledge that no promises of any kind have been made by either of us to the other person regarding any such gift or designation, except for any specific provisions included in this agreement.

Paragraph 10: Interpretation, Modification, Review, & Enforcement of Agreement

A. Entire Agreement

This agreement contains our entire agreement on the matters covered. Any oral representations made concerning this agreement shall be of no force or effect. This agreement supersedes any written or oral agreements or understandings between us prior to the date of this agreement. Each of us hereby waives any and all claims we may have against the other arising out of our cohabitation prior to the date of our marriage.

B. Binding Effect of Agreement

Once we sign this agreement, it shall be binding on us and our respective inheritors and estate representatives.

C. Commitment to Carry Out This Agreement

Each of us shall take any steps that are reasonably necessary to carry out the terms and intent of this agreement, including signing, notarizing, and delivering any necessary documents, upon request by the other party.

D. Modification of This Agreement

This agreement may be modified only by a subsequent written agreement signed by both of us.

Any oral or written statements made by us (other than express representations in a subsequent written agreement), including but not limited to statements referring to separate property as “ours” or to marital property as “mine,” “yours,” “his,” or “hers” will be only for convenience and will not be deemed to modify this agreement in any way. The filing of joint or separate tax returns during our marriage will not be deemed to modify this agreement in any way.

E. Voluntary Transfers and Restoration of Rights

Nothing in this agreement prevents either of us from making a voluntary transfer of an interest in property to the other party, and any such transfer, once completed, shall be deemed a gift, unless this agreement or a subsequent written agreement provides otherwise.

During our marriage, or upon death, either of us is free to restore to the other party any legal right waived in this agreement.

Absent an express written agreement modifying this agreement, any voluntary transfer or restoration of a right will not be deemed an amendment of this agreement nor a waiver of the terms of this agreement.

F. Interpretation and Choice of Law

This agreement has been drafted and entered into in the State of New York. It shall be interpreted fairly and simply, and enforced according to the laws of New York. A copy of the signed agreement may be submitted to the court and admitted into evidence in place of the original in any proceeding to enforce or interpret this agreement.

G. Severability

If any part of this agreement is determined by a court to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining parts of this agreement shall not be affected.

H. Attorneys' Fees

In any proceeding to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to recover his or her reasonable expenses incurred in connection with the proceeding, including reasonable attorneys' fees.

Paragraph 11: Signatures and Acknowledgments

Each of us has read this agreement carefully and is signing it freely after obtaining all advice he or she considers appropriate.

Dated: _____ Signature: _____

Dated: _____ Signature: _____

Schedule 1 – Disclosure of Assets & Liabilities

Name _____'s Disclosures As of _____

ASSETS	Institution & Account Number	Total	Total
Cash - Checking accounts		\$	
Cash - Savings or Money Market		\$	
Cash - Certificates of Deposit		\$	
Marketable Securities - stocks & bonds (non-retirement)		\$	
Notes Receivable (money people owe you)		\$	
Life insurance (cash surrender value)		\$	
SUBTOTAL of Current Assets			\$
Retirement Funds - held individually (IRAs, KEOGH) TRADITIONAL (pre-tax)		\$	
Retirement Funds - held individually (IRAs, KEOGH) ROTH (post-tax)		\$	
Retirement Funds via current employer (401k - 403b) TRADITIONAL (pre-tax)		\$	
Retirement Funds via current employer (401k - 403b) ROTH (post-tax)		\$	
Inherited IRA - TRADITIONAL (pre-tax)			
Inherited IRA - ROTH (post-tax)			
SUBTOTAL Retirement Funds			\$
Collectables		\$	
Automobile - owned (not leased)		\$	
Real Estate - Private home ownership at market value		\$	-
SUBTOTAL Tangible Property			\$ -
BUSINESS VALUE			\$ -
TOTAL ASSETS			\$ -

LIABILITIES			
Accounts Payable (money due to vendors)		\$	
Taxes Payable (income tax, or any other tax due)		\$	
Credit Card(s)		\$	
Notes Payable (Personal Loans)		\$	
Installment Loans (car, equipment) - Current portion due within next 12 months		\$	
Student Loans -		\$	-
Mortgage - Portion		\$	-
Home Equity Line of Credit		\$	
Other Debt			
TOTAL LIABILITIES			\$ -

NET WORTH \$ -

Schedule 2 – Disclosure of Assets & Liabilities

Name _____'s Disclosures As of _____

ASSETS	Institution & Account Number	Total	Total
Cash - Checking accounts		\$	
Cash - Savings or Money Market		\$	
Cash - Certificates of Deposit		\$	
Marketable Securities - stocks & bonds (non-retirement)		\$	
Notes Receivable (money people owe you)		\$	
Life insurance (cash surrender value)		\$	
SUBTOTAL of Current Assets			\$
Retirement Funds - held individually (IRAs, KEOGH) TRADITIONAL (pre-tax)		\$	
Retirement Funds - held individually (IRAs, KEOGH) ROTH (post-tax)		\$	
Retirement Funds via current employer (401k - 403b) TRADITIONAL (pre-tax)		\$	
Retirement Funds via current employer (401k - 403b) ROTH (post-tax)		\$	
Inherited IRA - TRADITIONAL (pre-tax)			
Inherited IRA - ROTH (post-tax)			
SUBTOTAL Retirement Funds			\$
Collectables		\$	
Automobile - owned (not leased)		\$	
Real Estate - Private home ownership at market value		\$	-
SUBTOTAL Tangible Property			\$ -
BUSINESS VALUE			\$ -
TOTAL ASSETS			\$ -

LIABILITIES			
Accounts Payable (money due to vendors)		\$	
Taxes Payable (income tax, or any other tax due)		\$	
Credit Card(s)		\$	
Notes Payable (Personal Loans)		\$	
Installment Loans (car, equipment) - Current portion due within next 12 months		\$	
Student Loans -		\$	-
Mortgage - Portion		\$	-
Home Equity Line of Credit		\$	
Other Debt			
TOTAL LIABILITIES			\$ -

NET WORTH \$ -

