California Prenuptial Agreement

This **Prenuptial Agreement** (the "***Agreement***") is entered into by and between the following parties;

Party 1

Party 2

Party 1 and Party 2 may be referred to individually as a "***Party***" and collectively as the "***Parties***".

WHEREAS the Parties intend to marry each other on or about ;

WHEREAS the Parties desire to define their respective rights and obligations regarding property, income, debts, and financial matters during the marriage and in the event of separation, dissolution of marriage, annulment, or death;

WHEREAS the Parties enter into this Agreement voluntarily, with full disclosure, and with the understanding that California law permits prospective spouses to contract with respect to property and financial matters before marriage;

NOW, THEREFORE, in consideration of the intended marriage and the mutual promises contained in this Agreement, the Parties agree as follows.

1. Purpose and Intend

The purpose of this Agreement is to establish the financial rights and obligations of the Parties during the marriage and upon its termination. This Agreement is intended to be enforceable under California law governing premarital agreements, without creating obligations beyond those expressly stated.

2. Effective Date

This Agreement shall become effective only upon the legal marriage of the Parties. If the marriage does not occur, this Agreement shall have no force or effect.

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3. Voluntary Execution and Independent Review

Each Party represents and acknowledges that:

This Agreement is entered into voluntarily and without coercion, pressure, or undue influence;

Each Party has had a reasonable opportunity to seek independent legal advice before signing this Agreement, or knowingly and expressly waives that opportunity;

Each Party understands the rights being modified or waived under this Agreement and the legal consequences of entering into it.

4. Financial Disclosure

Each Party affirms that they have made a fair, reasonable, and full disclosure of their assets, liabilities, income, and financial obligations to the other Party prior to signing this Agreement.

A summary of each Party's current financial position is set out below.

Party 1

Category	Description/Amount
Seperate Property Assets	
Liabilities / Debts	
Annual Income	

Party 2

Category	Description/Amount
Seperate Property Assets	
Liabilities / Debts	
Annual Income	

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5. Separate Property

All property owned by a Party before the marriage, and all property acquired by that Party during the marriage by gift, inheritance, or personal injury recovery, shall remain that Party's separate property.

Separate property shall include any income, appreciation, or increase in value derived from such property, unless the Parties expressly agree otherwise in writing.

Each Party shall have the sole right to manage, control, sell, transfer, or encumber their separate property without the consent of the other Party.

6. Community Property

Except as otherwise provided in this Agreement, property acquired by the Parties jointly during the marriage using joint funds shall be treated as community property.

The Parties may jointly acquire property in such proportions as they agree at the time of acquisition, and title shall be determinative unless clearly stated otherwise in writing.

7. Debts and Liabilities

Each Party shall remain solely responsible for all debts and liabilities incurred before the marriage.

Debts incurred by a Party during the marriage in that Party's name alone, and not for the benefit of the marriage, shall be the separate responsibility of that Party.

Joint debts incurred during the marriage by mutual agreement shall be shared as agreed at the time the debt is incurred or, if no agreement exists, equally.

8. Management of Finances During Marriage

Nothing in this Agreement requires the Parties to maintain separate bank accounts or prohibits the Parties from sharing financial responsibilities during the marriage.

The Parties may contribute to household expenses and joint obligations in such proportions as they mutually determine from time to time, without altering the character of separate property unless expressly agreed in writing.

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9. Spousal Support

The Parties agree that, in the event of legal separation, dissolution of marriage, or annulment, neither Party shall be entitled to receive spousal support from the other, regardless of the duration of the marriage.

Each Party acknowledges that this waiver is knowingly and voluntarily made and that spousal support laws may change over time.

10. Rights Upon Separation or Dissolution

In the event of separation or dissolution of marriage:

- Each Party shall retain their separate property as defined in this Agreement;
- Community property, if any, shall be divided in accordance with the terms of this Agreement or, if not addressed, by mutual written agreement or applicable law;
- Each Party shall remain responsible for their respective separate debts.

11. Rights Upon Death

Nothing in this Agreement is intended to replace or supersede a valid will, trust, or estate planning document unless expressly stated.

Each Party waives any claim to the other Party's separate property upon death, except as expressly provided in a valid written estate planning instrument.

12. Amendment or Revocation

This Agreement may be amended or revoked only by a written document signed by both Parties after the marriage.

No oral modification or implied waiver shall be effective.

13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of law principles.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect to the extent permitted by law.

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15. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter addressed and supersedes all prior discussions or agreements, whether written or oral.

16. Execution

This Agreement is executed voluntarily by both Parties, with full understanding of its contents and legal effect.

The Parties acknowledge that this Agreement is signed prior to marriage.

Party 1

Name

Date

Signature

Party 2

Name

Date

Signature

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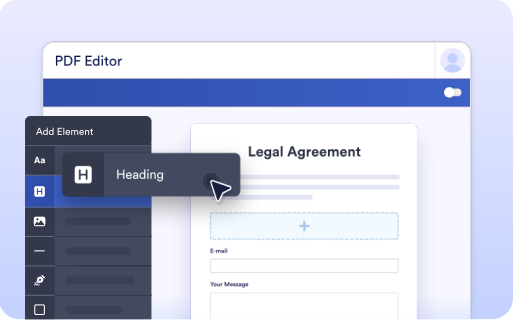

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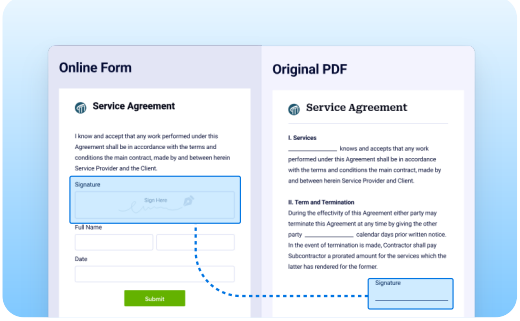

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