

# Colorado Prenuptial Agreement

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This **Colorado Prenuptial Agreement** ("**Agreement**") is entered into on \_\_\_\_\_, by and between the parties below:

**First Party**

**Second Party**

The First Party and Second Party may be referred to individually as a "**Party**" and collectively as the "**Parties**."

## Recitals

**WHEREAS**, the Parties intend to marry each other on or about \_\_\_\_\_;

**WHEREAS**, the Parties desire to establish their respective rights and obligations concerning property, assets, liabilities, income, and financial matters before their marriage;

**WHEREAS**, each Party has made a fair and reasonable disclosure of their financial circumstances to the other Party;

**WHEREAS**, each Party enters into this Agreement voluntarily, free from fraud, duress, coercion, or undue influence;

**WHEREAS**, the Parties acknowledge that they have had the opportunity to seek independent legal counsel regarding this Agreement;

**NOW, THEREFORE**, in consideration of the forthcoming marriage and the mutual promises contained herein, the Parties agree as follows:

## 1. Purpose of Agreement

The purpose of this Agreement is to define the Parties' respective rights and obligations regarding property, debts, income, financial management, and other related matters during the marriage and in the event of separation, divorce, legal dissolution, or death, to the extent permitted by applicable law.

## 2. Effective Date

This Agreement shall become effective upon the legal marriage of the Parties. If the contemplated marriage does not occur, this Agreement shall be void and without effect.

## 3. Financial Disclosure

Each Party acknowledges that prior to signing this Agreement:

- a. The other Party has provided a fair and reasonable disclosure of assets, liabilities, income, and financial obligations;
- b. The Party has had an adequate opportunity to review such information;
- c. The Party is satisfied with the financial disclosure provided; and
- d. The Party enters into this Agreement with sufficient knowledge of the other Party's financial circumstances.

The Parties may attach financial disclosure schedules to this Agreement at the time of execution. Any such schedules shall form part of this Agreement.

## 4. Separate Property

All property owned by a Party before the marriage shall remain that Party's separate property. Separate property includes, without limitation:

- Real estate owned before marriage;
- Bank accounts held before marriage;
- Investments acquired before marriage;
- Business interests owned before marriage;
- Retirement accounts accumulated before marriage;
- Personal property acquired before marriage;
- Inheritances and gifts received individually before or during the marriage.

A Party shall retain the exclusive right to manage, control, use, transfer, sell, encumber, or otherwise dispose of their separate property without the consent of the other Party.

Any appreciation, increase in value, income, dividends, interest, rents, or proceeds derived from separate property shall remain separate property unless expressly converted into marital property through a written agreement signed by both Parties.

## **5. Marital Property**

Property acquired jointly by the Parties during the marriage and intentionally treated as jointly owned property shall be considered marital property.

Unless otherwise agreed in writing, jointly titled assets acquired during the marriage shall be presumed to be marital property.

æUpon dissolution of the marriage, marital property shall be divided between the Parties in accordance with the terms of this Agreement and applicable law.

## **6. Income and Earnings**

Each Party shall retain ownership of their earnings, wages, salaries, bonuses, commissions, professional income, business income, and other compensation earned during the marriage unless such income is intentionally deposited into or designated as jointly owned property.

Each Party may independently manage and control their earnings and income.

## **7. Bank Accounts and Investments**

The Parties may maintain separate bank accounts, investment accounts, retirement accounts, and other financial accounts in their individual names.

Funds maintained in separately titled accounts shall remain the separate property of the account holder unless otherwise agreed in writing.

The Parties may establish joint accounts for shared expenses or investment purposes. Ownership of funds held in joint accounts shall be determined according to the account records and the Parties' documented intentions.

## **8. Businesses and Professional Practices**

Any business, partnership interest, limited liability company interest, corporation, professional practice, or similar enterprise owned by a Party before marriage shall remain that Party's separate property.

Any increase in value, profits, distributions, goodwill, appreciation, or proceeds relating to such business or professional practice shall remain the separate property of the owning Party unless expressly agreed otherwise in writing.

The non-owning Party shall not acquire any ownership interest solely by reason of the marriage.

## **9. Debts and Financial Obligations**

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

Unless jointly incurred or expressly assumed in writing, each Party shall remain solely responsible for debts incurred in their individual name during the marriage.

Neither Party shall be liable for the separate debts or obligations of the other Party solely because of the marriage.

## **10. Real Property Acquired During Marriage**

Real property acquired jointly during the marriage shall be owned according to the ownership interests stated in the title documents or any separate written agreement executed by the Parties.

Real property acquired solely in one Party's name using that Party's separate funds shall remain that Party's separate property unless expressly designated otherwise in writing.

## **11. Estate Rights and Inheritance Matters**

Subject to applicable law and any future estate planning documents, each Party may freely dispose of their separate property by will, trust, beneficiary designation, or other lawful estate planning instrument.

Nothing in this Agreement shall prevent either Party from voluntarily providing benefits or inheritance rights to the other Party. The Parties acknowledge that additional estate planning documents may be necessary to fully implement their intentions.

## 12. Spousal Maintenance

In the event of separation, divorce, or legal dissolution, any claim for spousal maintenance shall be determined in accordance with the following terms:

- Each Party acknowledges that they are capable of supporting themselves and that the financial arrangements established by this Agreement were considered in deciding to marry.
- To the extent permitted by applicable law, each Party waives any right to seek spousal maintenance, support, or alimony from the other Party.
- The Parties acknowledge that a court may decline to enforce a maintenance waiver under circumstances where enforcement would be prohibited by law.

## 13. Voluntary Execution

Each Party represents and warrants that:

- They have carefully read this Agreement;
- They understand its contents and legal consequences;
- They are signing voluntarily;
- They have not relied upon any representation other than those contained in this Agreement;
- They have had the opportunity to seek independent legal advice.

## 14. Amendment

This Agreement may be amended, modified, or revoked only by a written instrument signed by both Parties.

Any amendment shall expressly state the Parties' intention to amend or revoke this Agreement.

## 15. Severability

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

## 16. Governing Law

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

## 17. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter addressed herein and supersedes all prior discussions, negotiations, representations, and agreements relating to such subject matter.

## 18. Acknowledgment

The Parties acknowledge that this Agreement is intended to be a legally binding contract effective upon marriage and that they enter into it knowingly and voluntarily after adequate opportunity for review and consultation with legal counsel.

## Signatures

The Parties execute this Colorado Prenuptial Agreement on the dates indicated below.

### First Party

Name

Date

Signature

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### Second Party

Name

Date

Signature

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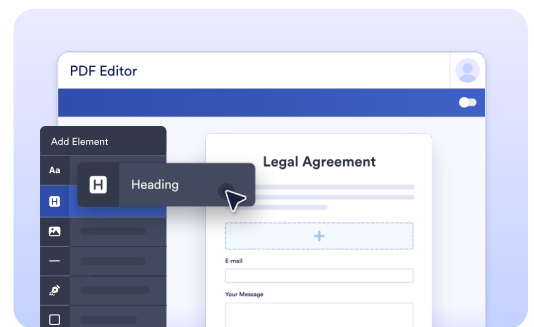
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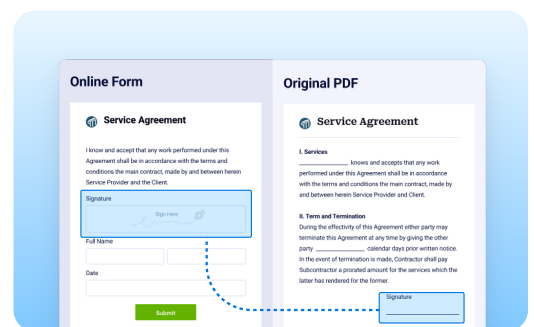
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