

# Florida Prenuptial Agreement

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

**Party 1**

**Party 2**

Party One and Party Two 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 establish their respective rights and responsibilities regarding property, income, debts, and financial matters during the marriage and in the event the marriage ends by separation, divorce, or death;

**WHEREAS**, each Party acknowledges that they have had the opportunity to obtain independent legal advice before signing this Agreement and that they enter into this Agreement voluntarily and with full understanding of its consequences;

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

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

## 1. Effective Date

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

## 2. Disclosure of Financial Information

Each Party affirms that they have provided the other Party with a fair and reasonable disclosure of their current financial circumstances, including their assets, liabilities, income, and financial obligations.

The Parties acknowledge that the following information has been disclosed prior to execution of this Agreement:

Party	Summary of Assets	Summary of Liabilities	Approximate Net Worth
Party 1			
Party 2			

Each Party confirms that they understand the other Party's financial position sufficiently to make an informed decision regarding this Agreement.

## 3. Separate Property

All property owned by a Party before the marriage shall remain that Party's separate property. Separate property includes:

- Property owned prior to the marriage
- Property acquired individually by gift or inheritance during the marriage
- Income derived from separate property unless the Parties expressly agree otherwise in writing
- Property specifically designated as separate property in writing

The other Party shall have no ownership interest in such separate property solely by reason of the marriage.

#### **4. Marital Property**

Property acquired by the Parties jointly during the marriage and intended to be owned together shall be considered marital property.

Unless otherwise agreed in writing, marital property shall include property acquired in both Parties' names during the marriage. The Parties may determine the ownership and division of marital property by mutual written agreement during the marriage.

#### **5. Management and Control of Property**

Each Party shall retain the sole management, control, and disposition rights over their separate property.

Neither Party shall be required to obtain the consent of the other Party in order to sell, transfer, or otherwise dispose of their separate property.

#### **6. Debts and Financial Obligations**

Each Party shall remain solely responsible for debts incurred in their own name prior to the marriage.

During the marriage:

- Debts incurred by one Party individually shall remain that Party's responsibility unless both Parties expressly agree in writing to assume joint responsibility.
- Debts incurred jointly by the Parties shall be considered joint obligations.

Neither Party shall be responsible for the other Party's separate debts unless they have expressly agreed to assume such responsibility in writing.

#### **7. Spousal Support**

In the event the marriage ends by divorce or legal separation, each Party waives the right to receive spousal support from the other Party, to the fullest extent permitted under applicable Florida law.

The Parties acknowledge that they understand the financial consequences of this waiver and enter into it voluntarily.

## 8. Property Division in the Event of Divorce

If the marriage ends in divorce or legal separation:

- Separate property shall remain the property of the Party who owns it.
- Marital property shall be divided between the Parties according to their mutual written agreement at the time of separation or as determined by a court with jurisdiction, consistent with applicable Florida law.

## 9. Estate Rights and Death of a Party

Unless otherwise provided in a valid will, trust, or other estate planning document executed after this Agreement, each Party retains the right to dispose of their separate property upon death as they choose.

Nothing in this Agreement prevents the Parties from voluntarily providing for each other in estate planning documents.

## 10. Amendment of Agreement

This Agreement may be amended only by a written document signed by both Parties after full disclosure and voluntary agreement.

Any amendment must clearly state that it is intended to modify this Agreement.

## 11. Voluntary Execution

Each Party acknowledges that:

- They have carefully read this Agreement
- They understand its terms and legal consequences
- They have had the opportunity to seek independent legal advice
- They are signing this Agreement freely and voluntarily without coercion or undue influence

## 12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

### 13. Entire Agreement

This Agreement constitutes the complete understanding between the Parties regarding the subject matter addressed herein and replaces any prior discussions or understandings relating to such matters.

By signing below, the Parties acknowledge that they understand and voluntarily accept the terms of this Prenuptial Agreement.

**Part 1**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Party 2**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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