Georgia Prenuptial Agreement

This **Prenuptial Agreement** (“***Agreement***”) is made on _____ by and between the parties below:

First Party

_____

_____

_____

_____

Second Party

_____

_____

_____

_____

First Party and Second Party are collectively referred to as the “***Parties***.”

1. Recitals

WHEREAS, the Parties intend to marry on or about _____ in _____;

WHEREAS, the Parties wish to establish their respective rights and obligations concerning property, income, debts, support, and estate rights during their marriage and in the event of separation, divorce, death, or another legal end to the marriage;

WHEREAS, each Party has made a full and fair disclosure of their financial circumstances to the other Party before signing this Agreement; and

WHEREAS, each Party has had a reasonable opportunity to seek independent legal counsel and enters into this Agreement freely and voluntarily.

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

2. Effective Date

This Agreement becomes effective only upon the Parties’ lawful marriage. If the marriage does not occur, this Agreement is void and has no effect.

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3. Financial Disclosure

Before signing this Agreement, each Party has provided the other with a written disclosure of their material assets, liabilities, income, business interests, expected inheritances, and other financial obligations.

First Party's financial disclosure is included in the Financial Disclosure of First Party section of this Agreement. Second Party's financial disclosure is included in the Financial Disclosure of Second Party section of this Agreement.

Each Party acknowledges that they have reviewed the other Party's disclosure, had an opportunity to ask questions, and consider the disclosure sufficient for purposes of entering into this Agreement.

4. Separate Property

Property owned by a Party before the marriage remains that Party's separate property. A Party's separate property includes all associated income, appreciation, proceeds, replacements, additions, and reinvestments, unless the Parties later expressly agree otherwise in a written document signed and properly witnessed in accordance with Georgia law.

Separate property includes, without limitation:

- Real property titled solely in one Party's name;
- Bank accounts, investments, retirement accounts, and business interests held solely by one Party;
- Personal property acquired before marriage;
- Gifts, inheritances, and distributions received by one Party, whether received before or during the marriage;
- Property acquired by one Party using that Party's separate property; and
- Any increase in value of a Party's separate property, whether resulting from market conditions, reinvestment, management, labor, or other causes.

Neither Party acquires an ownership interest in the other Party's separate property merely because of the marriage, contribution of services, payment of expenses, or use of the property during the marriage, unless the Parties expressly agree otherwise in a written document signed by both Parties.

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5. Property Acquired During Marriage

Property acquired during the marriage and titled solely in one Party's name will be that Party's separate property unless the Parties expressly agree in writing that the property is jointly owned.

Property acquired during the marriage and titled jointly in both Parties' names will be jointly owned property. Each Party's ownership interest in jointly owned property will be determined by the title documents or, if title documents do not state ownership shares, in equal shares.

A transfer of separate property into joint ownership must be documented by a written instrument clearly showing the transferring Party's intent to create joint ownership.

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6. Income, Earnings, and Accounts

Each Party may earn, receive, manage, spend, invest, save, or transfer their own income and separate funds without creating an ownership interest for the other Party.

Funds deposited into a jointly titled account will be presumed jointly owned unless clear records establish otherwise. The Parties may maintain joint accounts for household expenses, savings, investments, or other shared purposes.

7. Debts and Financial Obligations

Each Party remains solely responsible for debts incurred in that Party's name before the marriage, including debts identified in that Party's financial disclosure.

A debt incurred during the marriage in one Party's sole name is that Party's separate responsibility unless both Parties expressly agree in writing to be responsible for it. A jointly incurred debt is the responsibility of both Parties according to the terms of the applicable credit agreement or other written arrangement.

Nothing in this Agreement limits the rights of a creditor against either Party.

8. Marital Expenses

The Parties intend to contribute to household and marital expenses as they mutually decide from time to time. A Party's payment of household expenses, mortgage payments, taxes, insurance, maintenance, or other marital costs does not create an ownership interest in the other Party's separate property unless the Parties expressly agree otherwise in writing.

9. Retirement Benefits

Each Party retains all right, title, and interest in retirement benefits held in that Party's individual name, including contributions, earnings, employer contributions, appreciation, and distributions. This provision applies to retirement accounts existing before the marriage and accounts established or maintained during the marriage, unless the Parties later agree otherwise in writing.

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10. Rights Upon Separation or Divorce

If the Parties separate or divorce, each Party waives any claim to equitable division, distribution, reimbursement, or interest in the other Party's separate property, except as expressly provided in this Agreement.

Jointly owned property will be divided according to the Parties' written agreement, title documents, or applicable law if the Parties cannot agree.

Each Party waives any right to seek temporary, rehabilitative, permanent, or other spousal support from the other Party in connection with a separation or divorce, except to the extent a court determines that this waiver cannot lawfully be enforced.

11. Rights Upon Death

To the fullest extent permitted by Georgia law, each Party waives any statutory or other right to elect against the other Party's estate, claim a year's support, claim an intestate share, or assert another right in the other Party's separate property solely because of the marriage.

This waiver does not prevent either Party from receiving property or benefits expressly provided under a valid will, trust, beneficiary designation, survivorship designation, deed, payable-on-death designation, or other written estate-planning instrument.

12. Children

This Agreement does not determine child custody, parenting time, child support, or any other right or obligation concerning a child. Those matters will be governed by applicable law and the child's best interests at the relevant time.

13. Independent Counsel and Voluntary Execution

Each Party acknowledges that:

a. They have read this Agreement and understand its terms and legal effect.

b. They have had sufficient time to review this Agreement before signing it.

c. They have been advised of their right to seek independent legal counsel of their own choosing.

d. They have either consulted independent legal counsel or voluntarily chosen not to do so.

e. They are signing this Agreement freely, voluntarily, and without fraud, coercion, duress, or improper pressure.

f. They believe this Agreement is fair and reasonable under their present circumstances.

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14. No Reliance on Unstated Representations

Each Party acknowledges that they are entering into this Agreement based on their own review, judgment, and the financial disclosures provided under this Agreement. Neither Party has relied on a promise, representation, or statement not included in this Agreement.

15. Amendment or Revocation

This Agreement may be amended or revoked only by a written document signed by both Parties and properly witnessed and notarized in accordance with Georgia law.

16. Governing Law

This Agreement will be governed by and interpreted under the laws of the State of Georgia.

17. Severability

If a court finds any provision of this Agreement unenforceable, the remaining provisions will remain effective to the fullest extent permitted by law. This clause does not limit a court's authority to determine whether the Agreement is enforceable as a whole.

18. Entire Agreement

This Agreement contains the complete understanding between the Parties concerning the matters addressed in it. It replaces all prior oral or written discussions and agreements concerning those matters.

19. Financial Disclosure of First Party

Item	Description and Estimated Value
Real Property	
Bank Accounts and Cash	
Investments	
Retirement Accounts	
Business Interests	
Vehicles and Personal Property	
Expected Inheritances or Trust Interests	
Annual Income	
Debts and Liabilities	

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20. Financial Disclosure of Second Party

Item	Description and Estimated Value
Real Property	
Bank Accounts and Cash	
Investments	
Retirement Accounts	
Business Interests	
Vehicles and Personal Property	
Expected Inheritances or Trust Interests	
Annual Income	
Debts and Liabilities	

21. Signatures

By signing below, the Parties acknowledge that they have read, understand, and voluntarily agree to be bound by this Agreement.

First Party

Name

Date

Signature

Second Party

Name

Date

Signature

22. Witness Attestation

The undersigned witnesses attest that the Parties signed this Agreement in their presence.

Witness One

Name

Date

Signature

Witness Two

Name

Date

Signature

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Notary Acknowledgment

State of Georgia

County of

On , before me, the undersigned Notary Public, personally appeared and , who proved to me through satisfactory evidence of identification to be the persons whose names are signed above and acknowledged that they executed this Agreement voluntarily for its stated purposes.

Notary Public Signature

Printed Name

My Commission Expires

(Notary Seal)

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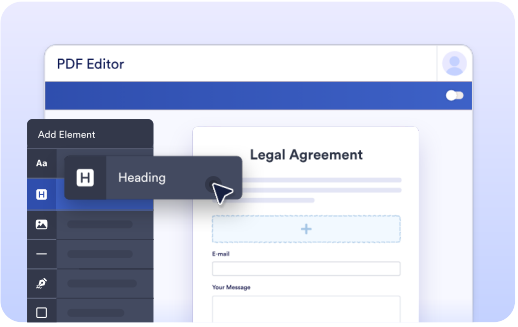
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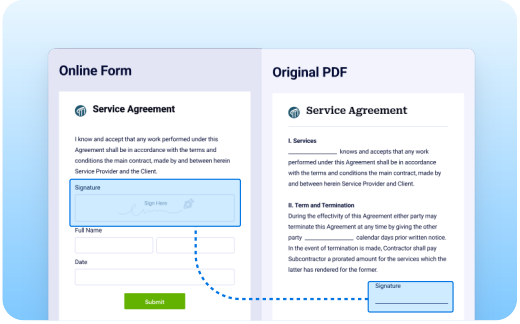
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