Indiana Prenuptial Agreement

This **Indiana Prenuptial Agreement** ("***Agreement***") is entered into on _____ ("***Effective Date***") by and between the following parties:

Party A

_____

_____

_____

_____

Party B

_____

_____

_____

_____

Party A and Party B 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 obligations concerning property, debts, income, financial matters, and certain other matters before entering into marriage;

WHEREAS, each Party acknowledges the importance of making a complete and honest disclosure of their financial circumstances before signing this Agreement;

WHEREAS, each Party enters into this Agreement voluntarily, without coercion, undue influence, or improper pressure, and with sufficient opportunity to seek independent legal advice;

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

1. Purpose

The purpose of this Agreement is to define the Parties' financial rights and responsibilities during the marriage and upon separation, divorce, legal dissolution, or death, to the extent permitted by applicable law.

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2. Effective Date

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

3. Financial Disclosure

Each Party acknowledges that before signing this Agreement:

- They have provided the other Party with a fair and reasonable disclosure of their assets, liabilities, income, and financial obligations.
- They have had sufficient opportunity to review the disclosed information.
- They understand the financial circumstances of the other Party sufficiently to make an informed decision regarding this Agreement.

The Parties may attach financial statements or schedules for their records, although such attachments are not required for this Agreement to express the Parties' intentions.

4. Separate Property

Except as expressly provided otherwise in this Agreement, all property owned by either Party before the marriage shall remain that Party's separate property.

Separate property includes, but is not limited to:

- Real estate.
- Personal property.
- Bank accounts.
- Investment accounts.
- Retirement accounts.
- Business interests.
- Intellectual property.
- Vehicles.
- Valuable collections.
- Future appreciation of separate property.
- Income generated from separate property unless otherwise agreed in writing.

Each Party shall retain the exclusive right to possess, control, manage, transfer, sell, gift, lease, or otherwise dispose of their separate property without requiring the consent of the other Party.

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5. Property Acquired During Marriage

Property acquired during the marriage shall be classified according to the Parties' intentions and applicable law.

Unless otherwise agreed in writing, property acquired solely with one Party's separate funds shall remain that Party's separate property.

Property intentionally acquired jointly by the Parties shall be considered jointly owned according to the ownership interests reflected in the applicable title or ownership documents.

6. Marital Residence

If the Parties purchase or acquire a marital residence together, ownership interests shall be determined according to the title documents or any separate written ownership agreement executed by the Parties.

If one Party owns a residence before marriage and continues to own it individually, that residence shall remain separate property unless ownership is intentionally transferred into joint ownership.

7. Income and Earnings

Unless otherwise agreed in writing:

- Income earned from each Party's employment shall belong to the earning Party.
- Income generated by separate property shall remain separate property.
- The Parties may voluntarily establish joint financial accounts for shared household expenses without changing ownership of separate property deposited elsewhere.

8. Joint Accounts and Shared Expenses

The Parties may establish one or more joint accounts for household expenses, family obligations, savings, or other mutually agreed purposes.

Unless otherwise agreed:

Contributions to a joint account do not automatically convert either Party's separate property into jointly owned property except to the extent expressly intended.

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9. Debts and Financial Obligations

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

Unless both Parties expressly agree to become jointly responsible for a debt, debts incurred individually during the marriage shall remain the responsibility of the Party who incurred them.

Joint debts shall be allocated according to the Parties' written agreement or applicable law.

10. Business Interests

Any business owned by either Party before marriage shall remain that Party's separate property.

Business growth, goodwill, profits, ownership interests, and appreciation shall remain associated with the owning Party unless otherwise agreed in writing.

Neither Party shall acquire an ownership interest in the other Party's business solely because of the marriage.

11. Retirement Benefits

Retirement accounts, pension interests, deferred compensation, and similar financial assets owned before marriage shall remain the separate property of the owning Party.

Additional retirement contributions made during the marriage shall be treated according to this Agreement and applicable law.

12. Gifts and Inheritances

Any inheritance, bequest, trust distribution, or personal gift received by either Party during the marriage shall remain that Party's separate property unless the recipient intentionally converts it into jointly owned property through written documentation or joint titling.

13. Estate Planning

The Parties acknowledge that this Agreement does not replace a will, trust, beneficiary designation, or other estate planning document.

The Parties may execute additional estate planning documents consistent with this Agreement.

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14. Spousal Support

The Parties acknowledge that this Agreement reflects their intentions regarding financial matters. Any provision concerning spousal support shall be interpreted and enforced only to the extent permitted by applicable law.

The Parties agree that any future determination regarding spousal support shall be governed by the terms of this Agreement and applicable law.

15. Tax Matters

The Parties may file tax returns jointly or separately as permitted by law.

Nothing in this Agreement requires either Party to select a particular filing status. Each Party remains responsible for their own tax obligations unless otherwise agreed in writing.

16. Insurance

Each Party may maintain life, health, disability, homeowners, automobile, or other insurance policies individually or jointly.

Unless expressly designated, ownership of an insurance policy does not create ownership rights in the insured property or insured person's separate assets.

17. Financial Records

Each Party shall maintain reasonable financial records regarding separate property, significant assets, liabilities, and major financial transactions whenever appropriate.

18. Voluntary Execution

Each Party acknowledges that:

- They have read this Agreement carefully.
- They understand its contents.
- They sign it voluntarily.
- They have had adequate time to review it before signing.
- They have had the opportunity to obtain independent legal advice before execution.

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19. Amendment

This Agreement may be amended only through a written document signed by both Parties. Any amendment shall expressly identify the provisions being modified.

20. Termination

This Agreement may be terminated only by:

- A written agreement signed by both Parties; or
- Another legally effective method recognized under applicable law.

Termination shall not affect rights or obligations that arose before the effective date of termination unless expressly agreed otherwise.

21. Governing Law

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

22. Dispute Resolution

Before initiating court proceedings regarding this Agreement, the Parties agree to make a good-faith effort to resolve disputes through negotiation.

If negotiation does not resolve the dispute, the Parties may voluntarily participate in mediation before pursuing other available legal remedies, unless immediate court action is necessary to protect legal rights.

23. Entire Agreement

This Agreement constitutes the complete understanding between the Parties regarding the matters addressed herein and supersedes all prior oral or written discussions concerning the same subject matter.

24. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by law.

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25. Acknowledgment

Each Party acknowledges that:

- They fully understand this Agreement.
- They believe its terms are fair based upon their own judgment.
- They enter into this Agreement voluntarily.
- They understand that independent legal advice may assist them in understanding their rights and obligations.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and voluntarily entered into this Indiana Prenuptial Agreement.

Party A

Name

Date

Signature

Party B

Name

Date

Signature

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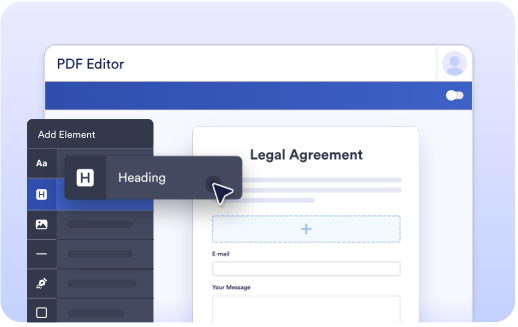

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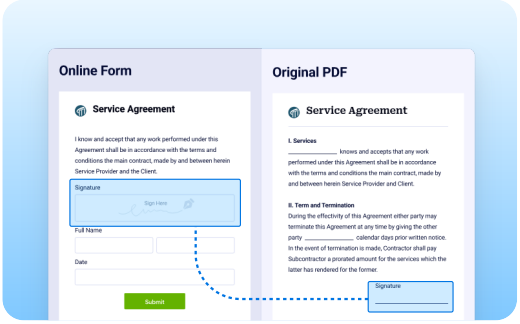

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