NC Prenuptial Agreement

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

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 establish their respective rights and obligations regarding property, income, debts, and financial matters during the marriage and in the event of separation, divorce, or death;

WHEREAS, each Party has made a full and fair disclosure of their financial condition, including assets, liabilities, and income, to the other Party;

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

2. Purpose and Intent

This Agreement is intended to define the financial rights and responsibilities of the Parties before and during the marriage, and upon termination of the marriage by separation, divorce, or death. The Parties acknowledge that this Agreement is entered into voluntarily and with a full understanding of its terms and effects.

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3. Separate Property

Each Party shall retain sole ownership, control, and enjoyment of all property owned prior to the marriage, including but not limited to:

- Real estate
- Bank accounts
- Investments
- Personal property
- Business interests

Any income, appreciation, or proceeds derived from such separate property shall remain the separate property of the owning Party unless expressly agreed otherwise in writing.

4. Marital Property

Property acquired jointly by the Parties during the marriage shall be considered marital property and shall be owned in accordance with the terms agreed upon at the time of acquisition.

Unless otherwise specified in writing, jointly acquired property shall be divided equitably between the Parties in the event of separation or divorce.

5. Debts and Liabilities

Each Party shall remain solely responsible for any debts incurred prior to the marriage.

During the marriage:

- Debts incurred individually by a Party shall remain that Party's responsibility unless jointly agreed otherwise.
- Joint debts shall be the shared responsibility of both Parties in proportion to their agreement or usage.

6. Spousal Support

In the event of separation or divorce, each Party waives any right to receive spousal support from the other Party, except as may be otherwise agreed in a written amendment to this Agreement.

The Parties acknowledge that they have considered their respective financial circumstances and enter into this provision knowingly and voluntarily.

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7. Financial Disclosure

Each Party acknowledges that:

- They have provided a fair and reasonable disclosure of their financial obligations and assets;
- They have had the opportunity to request additional information;
- They are satisfied with the disclosures provided.

A summary of each Party's financial condition at the time of execution is set forth below:

Party	Assets Summary	Liabilities Summary	Annual Income
Party 1			
Party 2			

8. Management of Finances During Marriage

The Parties may choose to maintain separate financial accounts, joint accounts, or a combination of both. Each Party shall have the right to manage their own separate finances independently.

Joint financial arrangements, if any, shall be governed by mutual agreement.

9. Estate Rights

Except as otherwise provided in a valid will or estate plan:

- Each Party retains the right to dispose of their separate property as they see fit.
- Neither Party shall have an automatic claim to the separate property of the other upon death, except as required by applicable law.

The Parties are encouraged to create wills or estate planning documents consistent with this Agreement.

10. Amendment

This Agreement may be amended only by a written document signed by both Parties. Any amendment must clearly state the intention to modify this Agreement.

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11. Termination

This Agreement shall become effective upon the legal marriage of the Parties and shall remain in effect until:

- The Parties mutually agree in writing to terminate it; or
- It is superseded by a subsequent written agreement.

Termination of the marriage shall not terminate the enforceability of provisions intended to survive, including those relating to property division and financial rights.

12. Governing Law

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

13. Voluntary Execution

Each Party acknowledges that:

- They have entered into this Agreement voluntarily and without coercion;
- They have had the opportunity to seek independent legal advice prior to signing;
- They understand the legal consequences of this Agreement.

14. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions or agreements.

15. Severability

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

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Signatures

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this Prenuptial Agreement.

Party 1

Name

Date

Signature

Party 2

Name

Date

Signature

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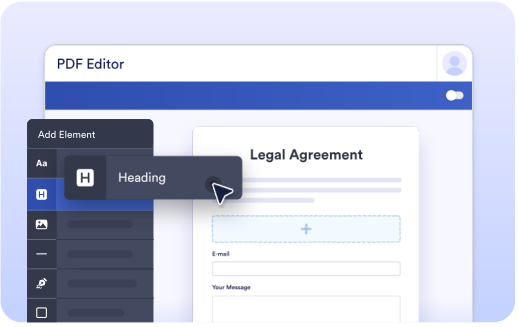

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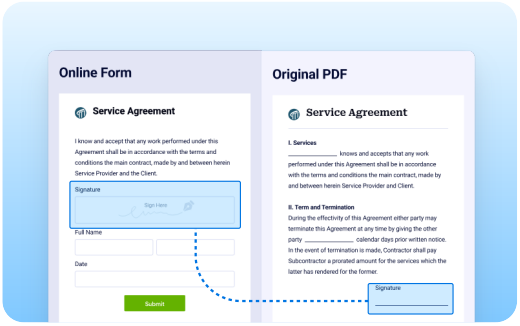

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