

Prenuptial Agreement New York

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

First Party

Second Party

First Party and Second Party are referred to together as the "**Parties.**"

1. Recitals

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

WHEREAS, the Parties wish to define certain rights and obligations concerning property, income, debts, maintenance, and estate rights during their marriage and if their marriage ends by death, separation, annulment, or divorce;

WHEREAS, each Party has made a full and fair disclosure of financial circumstances to the other Party, has had adequate time to review this Agreement, and has had the opportunity to seek independent legal counsel;

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 creates no obligation for either Party.

3. Voluntary Execution and Independent Review

Each Party states that they enter into this Agreement voluntarily, freely, and without fraud, duress, coercion, or improper pressure. Each Party confirms that they have had sufficient time to consider this Agreement and may consult independent legal counsel of their choosing before signing. Each Party further confirms that they understand the legal and financial consequences of this Agreement and are signing it based on their own judgment.

4. Financial Disclosure

Before signing this Agreement, each Party has provided the other with a fair and reasonable written disclosure of assets, liabilities, income, and financial interests. Each Party acknowledges receipt and review of the other Party’s disclosure.

First Party Financial Summary

Real property	
Bank and cash accounts	
Investments and retirement accounts	
Business interests	
Personal property	
Debts and liabilities	
Annual income	

Second Party Financial Summary

Real property	
Bank and cash accounts	
Investments and retirement accounts	
Business interests	
Personal property	
Debts and liabilities	
Annual income	

No omission or inaccuracy that is material to a Party’s decision to enter this Agreement is intended.

5. Separate Property

Property owned by a Party before the marriage remains that Party's separate property. Property acquired by a Party during the marriage by gift, inheritance, bequest, devise, descent, personal injury recovery, or exchange for separate property also remains that Party's separate property.

Each Party has the sole right to possess, manage, control, sell, transfer, pledge, or otherwise deal with their separate property without the consent of the other Party, except where both Parties later agree otherwise in a written instrument.

Any increase in value, income, proceeds, replacement property, and appreciation attributable to a Party's separate property remains that Party's separate property, including appreciation resulting from market conditions, business growth, reinvestment, or the efforts of either Party, unless the Parties expressly agree otherwise in a signed written agreement.

6. Property Acquired During Marriage

Property acquired jointly by the Parties during the marriage and titled in both Parties' names will be treated according to its title documents and the Parties' documented ownership interests.

Property acquired during the marriage in the name of one Party alone will remain the separate property of the titled Party unless the Parties expressly state in a signed writing that the property is jointly owned or marital property.

The use of either Party's funds, labor, services, or credit in connection with the other Party's separate property does not, by itself, create an ownership interest, reimbursement right, or claim to appreciation unless the Parties agree otherwise in a signed written instrument.

7. Marital Residence

Any residence acquired before the marriage by one Party remains that Party's separate property, including all equity, appreciation, proceeds, and replacement property associated with it.

If the Parties acquire a residence jointly during the marriage, their ownership interests, responsibility for expenses, and rights upon sale or separation will be determined by the deed, any separate written ownership agreement, and applicable law.

Occupation of a residence owned solely by one Party does not create an ownership interest in that residence for the other Party.

8. Business Interests

Any business, professional practice, partnership interest, limited liability company interest, stock ownership, or other enterprise interest owned or acquired by a Party as separate property remains that Party's separate property.

The non-owning Party waives any claim to ownership, control, voting rights, management rights, goodwill, appreciation, or proceeds related to the other Party's separate business interests, except as expressly provided in a later written agreement signed by both Parties.

9. Debts and Liabilities

Each Party is solely responsible for debts and liabilities incurred in their individual name before the marriage.

During the marriage, each Party is responsible for debts incurred in their individual name unless both Parties expressly agree in writing to be jointly responsible. A joint obligation remains the responsibility of both Parties according to its terms and any written agreement between them.

Neither Party may bind the other Party to a debt, guarantee, loan, or other financial obligation without the other Party's written consent.

10. Income and Earnings

Income, wages, bonuses, commissions, business income, investment income, and other earnings received by a Party during the marriage remain the separate property of that Party unless deposited into a jointly titled account or otherwise designated in a signed writing as jointly owned.

The deposit of separate funds into a joint account does not automatically change the separate character of those funds if records reasonably identify the source and amount of the separate contribution.

11. Maintenance

In the event of a separation, annulment, or divorce, _____ shall pay maintenance to _____ in the amount of _____ per _____, beginning on _____ and ending on _____.

The Parties acknowledge that this maintenance provision is intended to address their respective financial rights upon the end of the marriage. The Parties further acknowledge that a court may review this provision as required by New York law.

12. Estate Rights and Elective Share

To the extent permitted by law, each Party waives and releases any right to elect against the other Party's will or estate, including any statutory right to a share of the other Party's estate that would otherwise arise because of the marriage.

This waiver applies only to the extent the Parties intend and law permits. Nothing in this Agreement prevents either Party from making a later will, trust, beneficiary designation, or other estate-planning arrangement that provides benefits to the other Party.

13. Retirement Benefits

Each Party retains ownership and control of retirement plans, pensions, deferred compensation, and similar accounts held in that Party's name as separate property, subject to any requirements imposed by the plan administrator or applicable law.

Nothing in this Agreement is intended to replace any separate consent, waiver, or documentation required by a retirement plan or by law.

14. Children

This Agreement does not determine child custody, parenting time, child support, or other rights concerning any child. Any issue involving a child will be determined under applicable law at the relevant time, with the child's best interests given appropriate consideration.

15. Taxes

The Parties may choose to file joint or separate tax returns during the marriage. Each Party remains responsible for the accuracy of information they provide for any tax filing.

If the Parties file a joint return, they will cooperate in preparing and filing the return. Responsibility for any tax, interest, penalty, refund, or assessment related to a joint return will be allocated as follows:

16. Amendment or Revocation

This Agreement may be amended or revoked only by a written instrument signed and acknowledged by both Parties with the same formalities required for this Agreement.

No oral statement, course of conduct, or informal understanding changes this Agreement.

17. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will continue in effect to the fullest extent permitted by law, unless the invalid provision is so material that enforcement of the remainder would be unjust.

18. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of New York.

Any dispute concerning this Agreement will be resolved in a court with proper jurisdiction in the State of New York, unless the Parties later agree in writing to another lawful method of dispute resolution.

19. Entire Agreement

This Agreement contains the complete understanding between the Parties concerning the matters addressed in it. It replaces all prior oral and written discussions, negotiations, and understandings about those matters.

20. Acknowledgment

Each Party acknowledges that they have read this Agreement, understand its terms, have had the opportunity to seek independent legal advice, and intend to be legally bound by it upon marriage.

Signatures

First Party

Name

Date

Signature

Second Party

Name

Date

Signature



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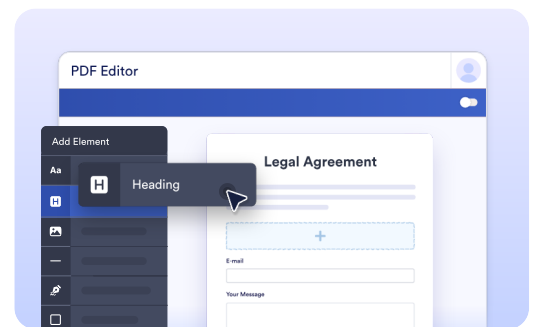
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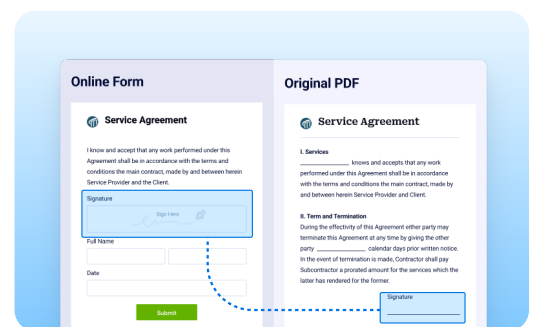
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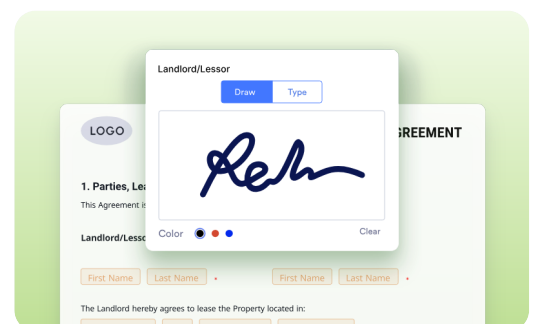
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