

Prenuptial Agreement

Texas

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

Party A

Party B

Party A and Party B may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Recitals

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

WHEREAS, the Parties desire to establish their respective rights and obligations regarding property, financial matters, and other related issues that may arise during their marriage or upon its dissolution;

WHEREAS, each Party has made a full and fair disclosure of their financial circumstances to the other, or has voluntarily waived such disclosure;

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

2. Purpose and Intent

The purpose of this Agreement is to define the Parties' rights and responsibilities concerning property, income, debts, and financial matters during the marriage and in the event of separation, divorce, or death.

This Agreement is intended to be a legally binding contract under applicable Texas law.

3. Disclosure of Financial Information

Each Party acknowledges that:

- They have provided the other with a fair and reasonable disclosure of their assets, liabilities, income, and financial obligations; or
- They have voluntarily waived the right to receive such disclosure beyond what has already been provided.

Each Party enters into this Agreement with sufficient knowledge of the other's financial circumstances.

4. Separate Property

All property owned by a Party prior to the marriage shall remain that Party's separate property, including but not limited to:

- Real estate
- Personal property
- Bank accounts and investments
- Business interests
- Retirement accounts

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

5. Marital Property

Property acquired by either Party during the marriage shall be treated as follows:

Type of Property	Ownership Status
Income earned by either Party	
Real property acquired during marriage	
Investments and savings	
Business interests created during marriage	

Unless otherwise stated in this Agreement, property shall be classified according to the selections made above.

6. Debts and Liabilities

Each Party shall remain solely responsible for:

- Debts incurred prior to the marriage; and
- Any debts incurred individually during the marriage in their own name, unless otherwise agreed in writing.

Joint debts expressly undertaken by both Parties shall be shared as agreed at the time such debts are incurred.

7. Management and Control of Property

Each Party shall have the right to manage, control, sell, transfer, or otherwise dispose of their separate property without the consent of the other Party.

Any jointly owned property shall require mutual consent unless otherwise agreed in writing.

8. Spousal Support

In the event of separation or divorce, the Parties agree that:

This clause reflects the Parties' mutual understanding at the time of execution and may be subject to review under applicable law.

9. Estate Rights

Each Party retains the right to dispose of their separate property by will or other estate planning instrument.

Nothing in this Agreement shall prevent either Party from voluntarily providing for the other in their estate plan.

10. Governing Law

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

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11. Amendment and Revocation

This Agreement may be amended or revoked only by a written document signed by both Parties. Any modification must clearly state the intention to amend or revoke this Agreement.

12. Effective Date

This Agreement shall become effective upon the legal marriage of the Parties. If the marriage does not occur, this Agreement shall be null and void.

13. Voluntary Execution

Each Party acknowledges that:

- They have entered into this Agreement voluntarily and without coercion or undue influence;
- They have had the opportunity to seek independent legal counsel;
- They understand the terms and legal implications of this Agreement.

14. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the 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.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Prenuptial Agreement as of the date first written above.

Party A

Name

Date

Signature

Party B

Name

Date

Signature

Notary Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____ by
_____ and _____.

**Notary Public
Signature**

Name of Notary

My Commission Expires



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