**Prenuptial Agreement**

**This Prenuptial Agreement** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_**, 20**, by and between **[Party 1’s Full Name]**, residing at [Address], (hereinafter referred to as “Party 1”), and **[Party 2’s Full Name]**, residing at [Address], (hereinafter referred to as “Party 2”). The Parties intend to marry on or about **/**/\_\_\_\_.

**1. Recitals**

1.1 **Intent of the Parties**
The Parties enter into this Agreement in contemplation of marriage to define their respective property rights and obligations, both during the marriage and in the event of divorce, separation, or death.

1.2 **Full Disclosure**
Each Party acknowledges that they have made a full and complete disclosure of their assets, liabilities, and financial situation.

**2. Identification of Separate Property**

2.1 **Party 1’s Separate Property**
The following assets are acknowledged as the separate property of Party 1:

* [Description of Property 1]
* [Description of Property 2]

2.2 **Party 2’s Separate Property**
The following assets are acknowledged as the separate property of Party 2:

* [Description of Property 1]
* [Description of Property 2]

**3. Marital Property**

3.1 **Creation of Marital Property**
The Parties agree that any property acquired during the marriage, except as otherwise provided in this Agreement, shall be considered marital property and subject to division in the event of divorce.

3.2 **Exclusion from Marital Property**
The following items shall remain the separate property of the original owner, regardless of acquisition during the marriage:

* [Specific Exclusions]

**4. Spousal Support (Alimony)**

4.1 **Waiver of Spousal Support**
The Parties mutually waive any claim to spousal support (alimony) in the event of divorce.

OR

4.2 **Agreement on Spousal Support**
In the event of divorce, Party 1 shall pay Party 2 spousal support in the amount of $[Amount] per month for [Duration] years.

**5. Debts**

5.1 **Responsibility for Debts**
Each Party shall be responsible for the debts incurred in their individual name before the marriage.

5.2 **Marital Debts**
Debts incurred during the marriage shall be divided as follows:

* [Allocation of Debts]

**6. Inheritance and Estate Planning**

6.1 **Rights to Inheritance**
Each Party waives any right to inherit from the other’s estate, except as provided in this Agreement or in the other Party’s will.

6.2 **Estate Planning Provisions**
The Parties agree to execute wills, trusts, or other estate planning documents consistent with the terms of this Agreement.

**7. Children from Previous Relationships**

7.1 **Protection of Children’s Inheritance**
[Party 1/Party 2] agrees to maintain [specific provisions] for the benefit of their children from a previous relationship, ensuring their inheritance rights.

**8. Dispute Resolution**

8.1 **Mediation**
In the event of a dispute concerning this Agreement, the Parties agree to attempt resolution through mediation before pursuing legal action.

8.2 **Arbitration**
If mediation fails, the Parties agree to submit the dispute to binding arbitration in [Location].

**9. Governing Law**

9.1 **Jurisdiction**
This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

**10. Miscellaneous Provisions**

10.1 **Amendments**
This Agreement may be amended or modified only in writing, signed by both Parties.

10.2 **Sunset Clause**
This Agreement shall expire on [specific date or event], after which it shall no longer be in effect.

**11. Signatures**

**Party 1**:

[Party 1’s Full Name]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Party 2**:

[Party 2’s Full Name]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness/Notary Public**:

[Name]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_