# **Prenuptial Agreement Template**

This Prenuptial Agreement (the “Agreement”) is executed for the benefit of [HUSBAND NAME] (the “Husband”) and [WIFE NAME] (the “Wife”) (together, referred to as “Parties”) and states the contractual terms upon which both parties will manage their financial and legal affairs following their marriage to each other.

**WHEREAS:** Both Parties are currently not married.

**WHEREAS:** Both Parties wish to be married to each other (“the Marriage”).

**WHEREAS:** Both Parties wish to put this Prenuptial Agreement in full effect upon their Marriage with each other.

**WHEREAS:** Both Parties warrant that they have accurately and adequately disclosed all the information regarding their current assets and liabilities as attached as Schedules A and B within this agreement.

NOW, HENCEFORTH, Both parties hereby agree to the following terms:

1. **DEFINITIONS**.

The terms mentioned below hold the following meaning within this Agreement:

**1.1** The term “Income” will refer to all the income made by either party due to their proprietary assets, business interests, employment, skills, pensions, investments, rental property, dividends or inheritance or due to other passive income sources.

**1.2** Singular forms also include the plural forms and vice versa. Masculine gender pronouns also refer to the feminine gender pronouns and vice versa. Moreover, all neutral pronouns include both the masculine and feminine gender pronouns and vice versa.

**1.3** The heading titles used herein are provided as reference only and do not constitute a part of the agreement or hold any specific meaning or interpretation.

**1.4** This Agreement may be executed in either English or any other language but in the case, a dispute arises regarding the different translations of this agreement the English meaning of this agreement will be given privilege over any other translations.

**1.5** If legislation has considered any terms or conditions stated herein as invalid, ineligible or unenforceable then only those particular terms or conditions will be rendered ineffective while the remaining contents will remain fully valid.

1. **SOLE JURISDICTION**

Both parties hereby promise and warrant that they will resolve any disputes in compliance with the contractual terms laid out herein.  Moreover, following the termination of this marriage they will waiver all the rights to make any claim pertaining to this Marriage regarding the property of the other party and will only resolve issues under the jurisdiction of this Agreement solely.

1. **SEPARATION OF INCOME AND ASSETS**

Both Parties hereby agree:

**3.1** they will be the sole owner of the rights and duties pertinent to their property whether property owned currently, or purchased or acquired before or during the marriage.

**3.2** Following the marriage the parties will have the right to sell or transfer their rights to property on their sole discretion and will remain free from any legal proceeding or claim by the other party and the rights pertaining to their property will remain intact as they were before the marriage.

**3.3** Following the marriage, no assignment or transfer of rights, benefits or interests in or to the property of the other party will commence.

**3.4** That all the aforementioned clauses in 4.2 and 4.3 are to remain enforceable and applicable to both parties even after any investments such as money, time or effort are made for the well-being or improvement of their proprietary assets by each party.

**3.5** That the aforementioned clauses in 4.2 and 4.3 are to remain in full force and effect indefinitely and will not be deemed unenforceable and will keep the separation of each party’s property intact even after any certain period of amount has passed.

1. **WAIVER OF RIGHTS  OVER PROPERTY AND INCOME**

**4.1** Each party warrants and promises that they irrevocably waive all the rights and interest in the property and assets of the other party notwithstanding any laws, statute or court both in life and death and irrespective of where the property and assets are located and whether the property and assets are currently owned or are purchased or acquired in the future after the marriage takes place.

**4.2** Each party warrants and promises that they irrevocably waive all the rights and interests in the current and future income earned by the other party. However, the contractual agreements stated herein do not apply to the minor children and will not restrict their rights to financial support by both Parties.

1. **WARRANTIES AND REPRESENTATIONS**

Both parties hereby agree that:

**5.1** Any and all liabilities, debt and other financial obligations incurred by each party are the sole responsibility of that particular party only irrespective of whether they were incurred before or after the marriage takes place. Both parties warrant and promise that they will provide indemnification and protection to the other party against any obligations, debt or other legal proceedings incurred by the other party.

**5.2** Both Parties warrant and represent all the information pertaining to their assets and any liabilities have been fully disclosed as attached as Schedules A and B with this agreement.

**5.3** Both Parties represent and warrant that they have no right of action against the other party in case their Marriage is not executed due to any reason and in case they were granted any such right it will be waived by both Parties.

1. **TAX RETURNS**

Both parties accept that it is under their sole discretion to choose whether they want to file for income tax and other taxation purposes as either a married couple or not and this Agreement does not restrict the parties from practicing freedom over this decision. However, if both parties choose to submit a joint tax return it will have no effect on the other contractual agreements set out herein and property and asset, as well as any liabilities of both parties, will still remain separate.

1. **CHANGES IN INCOME AND WEALTH**

Both parties promise that their waiver from all rights and claims to the property or income will not change irrespective of any change in the wealth such as in case of an increase or decrease in the value of property or income of one party.

1. **CHILDREN**

Any children of the parties whether biological or adopted will not be inured to the contractual agreements laid out herein and will not affect the children’s rights to financial support from their parents.

1. **ENFORCEMENT**

Both parties hereby represent and warrant that:

**9.1** They have fully understood and acknowledged all the terms and conditions and agreements set forth herein.

**9.2** They accept this agreement as a legally binding document and that it will remain enforceable and valid and that adequate time was provided to them to fully acknowledge the validity and consequences of entering into this Agreement.

**9.3** They are entering into this agreement deliberately and their decisions and agreements have not been influenced by any pressure or interference from a third-party.

**9.4** They were provided with the opportunity to appoint an attorney or use any type of legal advice for the purpose of understanding and signing this agreement and have in response either:

1. done so, Or;
2. considered it unnecessary.

**9.5** They irrevocably renounce their rights to bring forward any disputes pertaining to this agreement due to the following reasons:

* Lack of control;
* Excessive influence of a third-party;
* Inadequate understanding of the agreement;
* Lack of freedom over decision-making.
1. **OTHER REPRESENTATIONS AND WARRANTIES**

**10.1** Both parties warrant and represent that they hold the mental capacity, power and authority to enter into this Prenuptial Agreement.

**10.2** Both parties represent and warrant that they do not know of any factors to the best of their knowledge that may adversely affect and hinder their ability to remain in compliance with the terms and conditions and perform their obligations laid out herein.

**10.3** In case one party has failed to or delayed taking any action against a violation or breach of this agreement incurred by the other party, the guilty party will not be waived off their liabilities and the violated party will not be waived off their rights to take relevant action in the future.

1. **TERM**

This agreement will be executed on [Execution date] and will be put in effect and remain in full force until terminated by the written consent of both parties as stated in Clause 14.

1. **VARIATION**

In case any amendments or modifications are to be made it will only be done after both parties have become aware of and agreed to it.

1. **NOTICES**

When one party incurs a need to issue a notice to the other party it is to be issued in written form and to be delivered in person or mailed to the other party’s address in order to be deemed valid. Moreover, all notices should only be written in the English language.

1. **CONFIDENTIALITY**

Both parties acknowledge and warrant to keep the contractual agreements and terms stated herein confidential and to provide indemnification to the other party from any losses or damages incurred by the other party due to the unauthorized or other unreasonable disclosure of the existence or contents of this Agreement.

1. **GOVERNANCE**

Both parties hereby agree that:

**15.1** This agreement has been executed under the governance of the jurisdiction of the laws of [STATE].

**15.2** Both parties warrant to resolve any disputes arising due to this agreement by taking the matter to a competent court and through the governance of the judicial system of [STATE/COUNTRY] only.

UNDER WITNESS WHEREOF, Both parties have accepted this agreement as legally binding and enforceable by signing below:

|  |  |
| --- | --- |
| **Husband Signatures (initials):** |   |
| Date of Signature: |   |
| Miscellaneous: |   |

|  |  |
| --- | --- |
| **Wife Signatures (initials):** |   |
| Date of Signature: |   |
| Miscellaneous: |   |

|  |  |
| --- | --- |
| **Witness 1 Signatures (initials):** |   |
| Date of Signature: |   |
| Miscellaneous: |   |

|  |  |
| --- | --- |
| **Witness 2 Signatures (initials):** |   |
| Date of Signature: |   |
| Miscellaneous: |   |