

# **PRE-NUPTIAL AGREEMENT**

This **AGREEMENT** is entered into between \_\_\_\_\_, residing at \_\_\_\_\_, \_\_\_\_\_, Alabama, (herein referred to as "Husband") and \_\_\_\_\_, residing at \_\_\_\_\_, \_\_\_\_\_, Alabama, (herein referred to as "Wife"), who are contemplating marriage in the near future.

## **A. PURPOSE AND RECITALS**

This **AGREEMENT** is entered into for the following purposes, and with respect to the following facts:

1. The parties contemplate marriage.
2. Both parties own certain real and personal property at this time and both have independent income. Each party has or will have a Last Will and Testament devising their property unto certain persons, and said parties are in full agreement that this arrangement is as it should be, and that each party may pass his or her property to his or her own bloodlines, or as he or she wishes without claim by the other and without the impediment of the Laws of Descent and Distribution, or the Laws concerning the Elective Share (or other rights) of the Surviving Spouse. The parties further feel that they should make provisions for division of property in the event of divorce.
3. It is the intention of the parties herein to define and settle their respective and collective rights in the property owned separately by each of them, and to determine and fix such respective and collective rights in such property in writing, to release and relinquish all rights, titles and interests or claims by contract, statute or otherwise, in the property of the other so that each may use their respective property without the consent of the other and may pass on the property at the death of either by Will to persons of each respective party's choice, and to settle certain property rights in the event of divorce.

## **B. DISCLOSURE**

This **AGREEMENT** is entered into by each party with a general and specific knowledge of the extent and probable value of all separate property or estate of the other. Each party acknowledges an understanding of the rights each has in the other's property by law and otherwise, and the benefit to either or both of them by virtue of their marital relationship. To insure that both parties have a thorough knowledge of the nature and extent of the property owned by both or each of them, the parties hereto have made to each other a full disclosure, in writing, of all property he or she own separately, individually, or jointly with any other persons. A copy of Wife's Statement of Financial Condition is attached hereto as Exhibit A. A copy of Husband's Statement of Financial Condition is attached hereto as Exhibit B. It is understood and

agreed that the figures and amounts referred to are approximately correct and not necessarily exact, but are intended to be reasonably accurate, provided, however, no current appraisals have been made of the property.

### **C. AGREEMENT UPON DIVORCE**

In the event of a divorce of the parties, after their marriage, the parties hereby agree that each shall retain his or her separately owned property, whether now owned or hereafter acquired, and that no provisions shall be made for either party by the other, whether by means of alimony, property settlement, or otherwise, in the event of such divorce.

### **D. AGREEMENT UPON DEATH**

The parties hereto agree that the contents of the respective Last Will and Testament of each of them shall be binding and that each party owes a primary duty and obligation to the other to respect said Last Will and Testament of the other, and neither is entitled to any property on the death of the other except that which is given in said Will, if any.

### **E. AFTER ACQUIRED PROPERTY**

Any property acquired separately by either party subsequent to the date hereof shall remain the separate property of such party and subject to the terms of this **AGREEMENT**. Any property acquired jointly by the parties subsequent to the date hereof shall be the joint property of the parties (whether with or without rights of survivorship).

### **F. WAIVER OF RIGHTS**

The parties hereto, for the consideration hereinabove specified, each waive any and all rights:

1. To inherit any part of the estate of the other at his or her death, unless specifically bequeathed or devised in the other party's Last Will and Testament;
2. To act as the personal representative of the estate of the other on intestacy, unless nominated by another party legally entitled so to act;
3. To act as personal representative under the Will of the other, unless so nominated by a Will or Codicil dated subsequent to the effective date of this **AGREEMENT**;
4. To share in any property or estate of the other created by the Constitution or Laws of State where domiciled, including, but not limited to, elective share, homestead allowance, exempt property and family allowance, and declare that the spouse's signature shall not be necessary for sale, transfer or encumbrance of said property, and all such documents executed by the spouse are hereby ratified and approved by the other, and both agree if called on by any party in interest to execute a separate recordable document to waive such signature.

**G. REPRESENTATION BY  
INDEPENDENT COUNSEL**

Husband and Wife do hereby declare and acknowledge that they have been represented by separate and independent counsel of their own choosing in the negotiation of this **AGREEMENT**, and that this **AGREEMENT** has been read by the parties hereto, and has been explained to each of them by such counsel with respect to the meaning and legal consequences of the document, and that each understands their rights and obligations under this **AGREEMENT**.

**H. GENERAL**

1. This **AGREEMENT** shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

2. This **AGREEMENT** may be executed in several counterparts, each of which shall be deemed an original for all purposes.

3. This **AGREEMENT** supersedes all prior discussions, negotiations, representations and understandings, and represents the entire agreement between the parties hereto relating to the subject matter referred to herein and may be altered or amended only by a subsequent written agreement signed by both parties hereto.

4. This **AGREEMENT** shall be construed in accordance with and governed by the Laws of the State of Alabama.

5. In the event that any of the provisions or sections of this **AGREEMENT** are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or sections hereof, shall not be affected thereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_ SEAL)

\_\_\_\_\_ (SEAL)

STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that \_\_\_\_\_ whose names are signed to the foregoing Pre-

Nuptial Agreement and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Pre-Nuptial Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

This Instrument was Prepared By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **CERTIFICATE OF ATTORNEY FOR HUSBAND**

The undersigned hereby certifies that he/she is an Attorney at Law, duly licensed and admitted to practice in the State of Alabama; that he/she has been employed by \_\_\_\_\_, as a party to this **AGREEMENT**, and that he/she has advised him with respect to the foregoing Pre-Nuptial Agreement; and explained to him the meaning and legal effect of same; and that the said \_\_\_\_\_ has acknowledged full and complete understanding of said **AGREEMENT** and its legal consequences, and has freely and voluntarily executed the **AGREEMENT**.

DONE this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF ATTORNEY  
FOR WIFE**

The undersigned hereby certifies that he/she is an Attorney at Law, duly licensed and admitted to practice in the State of Alabama; that he has been employed by \_\_\_\_\_, as a party to this **AGREEMENT**, and that he/she has advised her with respect to the foregoing Pre-Nuptial Agreement; and explained to her the meaning and legal effect of same; and that the said \_\_\_\_\_ has acknowledged full and complete understanding of said **AGREEMENT** and its legal consequences, and has freely and voluntarily executed the **AGREEMENT**.

DONE this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
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\_\_\_\_\_  
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