

Prenuptial Agreement

A Prenuptial Agreement or Property Settlement Agreement provides for the property rights of one or both of the prospective spouses and/or children.

It defines the rights and obligations of each of the parties in any of the property of either of them, wherever and whenever acquired or located.

This type of agreement is recognized and enforced in most, but not in all States. It must be in writing and signed by both parties.

A marital settlement agreement or prenuptial agreement can help you avoid costly litigation, protect your family and/or business assets, and be sure that the marital property will be disposed of properly in case of death or divorce.

The document below can be used by previously married individuals, or by persons who have never been married.

PROPERTY SETTLEMENT/PRENUPTIAL AGREEMENT

This AGREEMENT is made on this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Wife"), who lives at _____ (Wife's Address) and _____ (hereinafter referred to as "Husband"), who resides at _____ (Husband's Address.)

WHEREAS, are to be married on the _____ day of _____, _____, in _____, State of New Jersey and now we both desire to dissolve our marriage and agree to permanently live separate and apart from each other, as if we were single, according to the terms of this agreement. We mutually agree not to annoy, harass, or interfere with the other in any manner.

WHEREAS, we each have exercised good faith and have made fair, accurate, and complete disclosure to each other regarding all financial and property matters pertaining to this marital settlement agreement.

WHEREAS, we mutually desire to settle by agreement all matters regarding our marital affairs, personal and real property, finances, spousal support and maintenance.

WHEREAS, we mutually intend this agreement to be a final disposition regarding the marital issues addressed herein and intend that this agreement be incorporated into any subsequent FINAL JUDGEMENT OF DISSOLUTION OF MARRIAGE .

THEREFORE, in consideration of our mutual promises, we agree divide our property and finances according to the following mutually agreed upon terms and conditions:

DEBTS (Secured and Unsecured, Credit Cards, Student Loans, etc...)

Husband and Wife jointly hold the following outstanding debts that shall be divided as follows:

Husband assumes responsibility and agrees to pay the following debts:

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

_____ (Account Number)

_____ (Account Balance)

Wife assumes responsibility and agrees to pay the following debts:

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

TAX LIABILITY Husband agree to assume the following tax liability:

Wife agree to assume the following tax liability:

ASSETS (Bank and Credit Union Checking and Savings Accounts, Certificate of Deposits, Stocks, Bonds, Mutual Funds, IRAs, Pensions, 401k Plans, Keoghs, Partnerships, Other Business)

Husband and Wife jointly hold the following accounts that shall be divided as follows:

Husband assumes responsibility for the following accounts:

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

Wife assumes responsibility for the following accounts:

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

(Name and Address of Institution)

_____ (Account Number)

_____ (Account Balance)

AUTOMOBILES

The following automobiles owned separately/jointly by Husband and Wife shall be divided as follows:

To Husband: _____

To Wife:

PERSONAL PROPERTY (Household furnishings, tools, appliances, equipment, art, collections, antiques)

The following personal property owned jointly by Husband and Wife shall be divided as follows:

To Husband: _____

To Wife:

REAL ESTATE

The following real state property or properties owned jointly by Husband and Wife shall be divided as follows:

Husband shall have the rights of title and ownership and be responsible for and pay the expenses regarding:

1 - Real property located at:

2 - Real property located at:

Wife shall have the rights of title and ownership and be responsible for and pay the expenses regarding:

1 - Real property located at:

2 - Real property located at:

Except as otherwise provided in this Agreement, Husband and Wife may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights to share in the property or the estate of the other as a result of marriage, joint tenancy, cohabitation, or any other relationship.

Husband shall reside at:

Wife shall reside at:

FAMILY RESIDENCE EXPENSES

Husband shall be responsible for and pay the following expenses regarding the family residence located at:

[check one or more:]

Mortgage

Expenses

___ Maintenance

Wife shall be responsible for and pay the following expenses regarding the family residence located at:

[check one or more:]

___ Mortgage

___ Expenses

___ Maintenance

LIFE INSURANCE

Husband agrees that Wife (check one:) _____ shall, or _____ shall not remain the beneficiary of the following life insurance policies:

(Name and Address of Institution)

_____ (Insurance Policy Number)

_____ (Insurance Policy Amount)

Wife agrees that Husband [check one:] _____ shall, or _____ shall not remain the beneficiary of the following life insurance policies:

(Name and Address of Institution)

_____ (Insurance Policy Number)

_____ (Insurance Policy Amount)

(Name and Address of Institution)

_____ (Insurance Policy Number)

_____ (Insurance Policy Amount)

LEGAL NAME

Husband and Wife agree that upon final dissolution of the marriage, Wife shall have the right

to: [check one:] ___retain her married name

or

___return to her maiden or former name: _____(Wife's maiden name).

SPOUSAL SUPPORT

1- Husband shall pay to Wife spousal support in the sum of _____ dollars (\$____), _____ [Weekly/Monthly], beginning on the _____ day of _____, 20 _____. Husband shall continue to pay this sum for a period of _____, subject to the following mutually agreed upon conditions:

2- Wife shall pay to Husband spousal support in the sum of _____ dollars (\$____), _____ [Weekly/Monthly], beginning on the _____ day of _____, 20 _____. Husband shall continue to pay this sum for a period of _____, subject to the following mutually agreed upon conditions:

This settlement of martial property and finances supersedes all prior discussions between said Husband and Wife. Any amendment or modification of this agreement will NOT be effective unless in writing and signed by both parties.

Any waiver of any rights under this agreement, will NOT be effective unless in writing and signed by the party to be charged.

ACKNOWLEDGEMENT

We, husband and wife, acknowledge that each of us has entered into this agreement in good faith, without any duress or undue influence, and honestly disclosed to the other the extend of our income, assets, and financial situation.

We fully understand our rights and consider the terms of this agreement to be fair and reasonable. We each understand that we have the right to seek independent counsel regarding this agreement, and each has had the opportunity to seek independent counsel prior to signing this agreement.

CHOICE OF LAW

Husband and Wife agree that this Marital Settlement Agreement shall be governed by the laws of the State of New Jersey and shall remain in effect until expressly terminated in writing by mutual agreement of the parties.

Signed and dated this _____ day of _____, 20____.

Husband's Signature

1 - Witness for Husband

2 - Witness for Husband

Wife's Signature

1 - Witness for Wife

2 - Witness for Wife

NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

This document was acknowledged before me on _____ [Date] by
_____ [name of principal].

Notary Seal:
(Signature of Notary Officer)

Notary Public for the State of _____

My commission expires: _____