**Prenuptial Agreement**

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as “Name1”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as “Name2”).

1. **Purpose.** The parties intend to marry each other on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ [date of marriage] in \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [city, state of marriage]. In advance of their marriage, the parties wish to provide for their rights and obligations in and to each other’s assets and property including that which each of the parties currently and separately own, that which each of the parties will acquire separately during the marriage and that which both parties will acquire together during the marriage, in the event the marriage is terminated.

2. **Current Circumstances.** With respect to current circumstances:

**a.** Name1 currently resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ [street address, city, state]. Name1 represents that Name1 was [not previously married/previously married and the marriage ended in a judgment of divorce issued by the Court for \_\_\_\_\_\_\_\_\_\_\_\_\_ County in the State/Commonwealth of \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_/previously married and the marriage ended upon Name1’s spouse’s death on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_]. Name1 has [no children/\_\_\_\_\_ child whose name and is age \_\_\_\_\_/children whose name and ages are \_\_\_\_\_\_\_\_\_\_].

b. Name2 currently resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ [street address, city, state]. Name2 represents that Name2 was [not previously married/ previously married and the marriage ended in a judgment of divorce issued by the Court for \_\_\_\_\_\_\_\_\_\_\_\_\_ County in the State/Commonwealth of \_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_/previously married and the marriage ended upon Name2’s spouse’s death on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_]. Name2 has [no children/\_\_\_\_\_ child whose name and is age \_\_\_\_\_/children whose name and ages are \_\_\_\_\_\_\_\_\_\_].

c. After the date of marriage, the parties will reside at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ [street address, city, state], which is [owned/rented] by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[full legal name(s) of all the owner(s) – those names listed on the property deed/full legal name(s) of all the tenant(s) – those names listed on the rental/lease agreement], in accordance with [the property deed/a rental/lease agreement].

3. **Effective Date.** This Agreement will be effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, the date of marriage. If we do not marry each other by such date, this Agreement will be null and void and its provisions unenforceable.

4. **Disclosure.** The parties have made full, fair and reasonable disclosure to each other of his or her financial information regarding net worth, assets, income, holdings, liabilities and debts as set forth in Exhibits A and B to this Agreement. Name1’s financial information is set forth in Exhibit A to this Agreement. Name2’s financial information is set forth in Exhibit B to this Agreement. Name1 acknowledges receipt, review and understanding of Name2’s financial information prior to signing this Agreement. Name2 acknowledges receipt, review and understanding of Name1’s financial information prior to signing this Agreement.

5. **Legal Representation.** [Option 1][Name1 and Name2 each acknowledge that they are represented by separate and independent counsel. Name1 is represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [attorney name, law firm name] located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [address]. Name2 is represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [attorney name, law firm name] located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [address]. Each party further acknowledges that they have been advised by their attorney in the drafting and negotiating of this Agreement, in the rights that they would have in the other’s property upon marriage were it not for this Agreement, and in the consequences of entering into this Agreement. Both parties acknowledge that this Agreement is fair and reasonable and have chosen to freely and voluntarily enter into this Agreement.]

5. **Legal Representation.** [Option 2] [Name1 and Name2 represent that they had the opportunity to consult with legal counsel however chose not to engage legal counsel in the drafting and negotiation of this Agreement. The failure to consult legal counsel constitutes a waiver of such right. Both parties represent that they understand the contents of this Agreement, acknowledge this Agreement is fair and reasonable and have chosen to freely and voluntarily enter into this Agreement.]

5. **Legal Representation.** [Option 3] [Name1/Name2 acknowledges that Name1/Name2 had the opportunity to consult with legal counsel and was advised by Name2/Name1’s counsel to retain independent legal counsel however chose not to engage legal counsel in the drafting and negotiation of this Agreement. The failure to consult legal counsel constitutes a waiver of such right. Name1/Name2 represents that Name1/Name2 understands the contents of this Agreement, acknowledges this Agreement is fair and reasonable and choose to freely and voluntarily enter into this Agreement.]

6. **Premarital Property.** With respect to premarital property:

[Option1 when parties want premarital property to remain separate:]

1. All of Name1’s property listed in Exhibit A that is separately owned prior to the marriage will remain as Name1’s non-marital, separate and individual property during and after the marriage. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Name1. Name1 has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Name1’s separate property.
2. All of Name2’s property listed in Exhibit B that is separately owned prior to the marriage will remain as Name2’s non-marital, separate and individual property during and after the marriage. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Name2. Name2 has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Name2’s separate property.

6. **Premarital Property.** With respect to premarital property:

[Option 2 when parties want all premarital property to be marital property:]

1. All of Name1’s property listed in Exhibit A that is separately owned prior to the marriage and all of Name2’s property listed in Exhibit B that is separately owned prior to the marriage will be considered the marital property of both Name1 and Name2.
2. In the event the marriage is terminated, the marital property is subject to division as [determined by the jurisdiction whose law governs the construction of this Agreement/determined by the parties with the following percentages: Name1 \_\_%; Name2 \_\_%].

6. **Premarital Property.** With respect to premarital property:

[Option3 when parties want certain premarital property to be separate and some to be marital:]

1. Name1’s property listed in Exhibit A that is separately owned prior to the marriage will remain as Name1’s non-marital, separate and individual property during and after the marriage. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Name1. Name1 has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Name1’s separate property. However, the following property of Name1’s will be considered the marital property of both Name1 and Name 2: \_\_\_\_\_\_\_\_\_\_(e.g. real estate, business, retirement benefits, savings accounts).
2. [Name2’s property listed in Exhibit B that is separately owned prior to the marriage will remain as Name2’s non-marital, separate and individual property during and after the marriage. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Name2. Name2 has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Name2’s separate property. However, the following property of Name2’s will be considered the marital property of both Name1 and Name 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(e.g. real estate, business, retirement benefits, savings accounts).
3. In the event the marriage is terminated, the marital property is subject to division as [determined by the jurisdiction whose law governs the construction of this Agreement/determined by the parties with the following percentages: Name1 \_\_%; Name2 \_\_%].

7. **Property Acquired During Marriage.** With respect to property acquired during marriage:

[Option1 when parties want individual property to remain separate and joint property to be marital property:]

1. All real and personal property earned, acquired and given to Name1 individually during marriage will be treated as Name1 and remain Name1’s non-marital, separate and individual property. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Name1. Name1 has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Name1’s separate property.
2. All real and personal property earned, acquired and given to Name2 individually during marriage will be treated as Name2’s own and remain Name2’s non-marital, separate and individual property. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Name2. Name2 has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Name2’s separate property.
3. All assets, real property, and personal property earned and acquired by both parties through their joint efforts or given to both parties will be treated as marital property and owned by Name1 and Name2 [equally as tenants in common/as tenants in common/as joint tenants with rights of survivorship/other] or as otherwise designated in a writing signed by both parties.
4. In the event the marriage is terminated, the marital property is subject to division as [determined by the jurisdiction whose law governs the construction of this Agreement/determined by the parties with the following percentages: Name1 \_\_%; Name2 \_\_%].

7. **Property Acquired During Marriage.** With respect to property acquired during marriage:

[Option2 when parties want individual property and joint property to be marital property:]

1. All assets, real property, and personal property earned, acquired and given to Name1 and Name2 individually during marriage and earned and acquired by both parties through their joint efforts or given to both parties will be treated as marital property and owned by Name1 and Name2 [equally as tenants in common/as tenants in common/as joint tenants with rights of survivorship/other] or as otherwise designated in a writing signed by both parties.
2. In the event the marriage is terminated, the marital property is subject to division as [determined by the jurisdiction whose law governs the construction of this Agreement/determined by the parties with the following percentages: Name1 \_\_%; Name2 \_\_%].

7. **Property Acquired During Marriage.** With respect to property acquired during marriage:

[Option3 when parties want certain individual property to be separate and some to be marital but all joint property to be marital property:]

1. All real and personal property earned, acquired and given to Name1 individually during marriage will be treated as Name’s and remain Name1’s non-marital, separate and individual property. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Name1. Name1 has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Name1’s separate property. However, the following individual property of Name1’s will be considered the marital property of both Name1 and Name 2: \_\_\_\_\_\_\_\_\_\_(e.g. real estate, business, retirement benefits, savings accounts, insurance policy, inheritance, gifts).
2. All real and personal property earned, acquired and given to Name2 individually during marriage will be treated as Name2’s own and remain Name2’s non-marital, separate and individual property. Any increase in the value relating to the separate property will also remain as the non-marital, separate and individual property of Name2. Name2 has the full right and authority to manage, sell, gift, transfer or otherwise dispose of Name2’s separate property. However, the following individual property of Name2’s will be considered the marital property of both Name1 and Name 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(e.g. real estate, business, retirement benefits, savings accounts, insurance policy, inheritance, gifts).
3. All assets, real property, and personal property earned and acquired by both parties through their joint efforts or given to both parties will be treated as marital property and owned by Name1 and Name2 [equally as tenants in common/as tenants in common/as joint tenants with rights of survivorship/other] or as otherwise designated in a writing signed by both parties.
4. In the event the marriage is terminated, the marital property is subject to division as [determined by the jurisdiction whose law governs the construction of this Agreement/determined by the parties with the following percentages: Name1 \_\_%; Name2 \_\_%].

**Ownership of Business.** With respect to ownership of business:

1. Any business that is separately owned prior to the marriage will remain as that party’s non-marital, separate and individual property and will not be subject to division in the event the marriage is terminated. Any appreciation in the value of the business during the course of the marriage will be [granted to [Name1/Name2]/ shared equally/divided [60/40] with \_\_\_\_% to [Name1/Name2] and \_\_\_\_% to [Name1/Name2]], or as otherwise designated in a writing signed by both parties.
2. Any business acquired by both parties through their joint efforts or given to both parties will be treated as marital property and jointly owned by both parties. In the event the marriage is terminated, ownership of the business and any appreciation in the value of the jointly owned business during the course of the marriage will be [granted to [Name1/Name2]/shared equally/divided [60/40] with \_\_\_\_% to [Name1/Name2] and \_\_\_\_% to [Name1/Name2]], or as otherwise designated in a writing signed by both parties.

8. **Waiver of Rights.** With respect to each party’s waiver of rights:

1. [Name1 waives and releases any claims that he may acquire in the assets and property of Name2 as a result of the marriage [for those assets and property owned prior to the marriage. / for those assets and property acquired during the marriage. / regardless of whether the assets and property were owned prior to the marriage or acquired thereafter.]
2. [Name2 waives and releases any claims that she may acquire in the assets and property of Name1 as a result of the marriage [for those assets and property owned prior to the marriage. / for those assets and property acquired during the marriage. / regardless of whether the assets and property were owned prior to the marriage or acquired thereafter.]
3. This waiver applies regardless of whether the property is considered marital or community property by the jurisdiction whose law governs the construction of this Agreement.
4. In the event the marriage is terminated by reason of annulment, divorce or separation, both parties waive and release any claims that he or she may have against the other for spousal support or alimony. Notwithstanding, if the waiver of spousal support causes either party to become eligible for support under a program of public assistance at the time of the divorce or separation, then the waiver of support will be unenforceable and a court, on request of that party, may require the other party to provide support consistent with state law and to the extent necessary to avoid that eligibility.

9. **Debts.** With respect to debts:

[Option1 when premarital debts are treated as separate debts:]

1. Name1’s pre-existing debts or obligations as set forth in Exhibit A will continue to be Name1’s sole responsibility. Name2 will not assume or become responsible for the debts or obligations due to the marriage without Name2’s written consent. Name1 will indemnify Name2 if a debt or obligation is asserted as a claim or demand against Name2’s property and Name1 will be responsible for all related expenses including attorney’s fees.
2. Name2’s pre-existing debts or obligations as set forth in Exhibit B will continue to be Name2’s sole responsibility. Name1 will not assume or become responsible for the debts or obligations due to the marriage without Name1’s written consent. Name2 will indemnify Name1 if a debt or obligation is asserted as a claim or demand against Name1’s property and Name2 will be responsible for all related expenses including attorney’s fees.

9. **Debts.** With respect to debts:

[Option2 when debts incurred during marriage are treated as separate debts:]

1. Any debts or obligations incurred by Name1 during the marriage will be Name1’s sole responsibility. Name2 will not assume or become responsible for the debts or obligations due to the marriage without Name2’s written consent. Name1 will indemnify Name2 if a debt or obligation is asserted as a claim or demand against Name2’s property and Name1 will be responsible for all related expenses including attorney’s fees.
2. Any debts or obligations incurred by Name 2 during the marriage will be Name2’s sole responsibility. Name1 will not assume or become responsible for the debts or obligations due to the marriage without Name1’s written consent. Name2 will indemnify Name1 if a debt or obligation is asserted as a claim or demand against Name1’s property and Name2 will be responsible for all related expenses including attorney’s fees.

9. **Debts.** With respect to debts:

[Option3 when debts incurred during marriage are treated as marital debt:]

1. Any debts or obligations incurred by either or both parties during the marriage will be treated as marital debt and owned equally by Name1 and Name2 or as otherwise designated in a writing signed by both parties.
2. In the event the marriage is terminated, the marital debt is subject to division as [determined by the jurisdiction whose law governs the construction of this Agreement/determined by the parties with the following percentages: Name1 \_\_%; Name2 \_\_%].

10. **Taxes.** With respect to taxes:

1. This Agreement does not waive either party’s right to report their income for federal or state income tax purposes as spouses.
2. Federal gift tax laws and federal estate tax laws impacting the rights of spouses shall continue to apply independent of this Agreement.
3. During their marriage, the parties may elect to jointly file federal and state income tax returns, but this election shall not create any community property or any other rights or interests unless otherwise intended by the provisions of this Agreement.
4. During their marriage, the parties may elect to file a joint income tax return, but each party will continue to be liable for any and all taxes associated with their separate property.
5. During their marriage, the parties agree to file [separate/joint] federal and state income tax returns, or as otherwise designated in writing.

**Housing Arrangements.** With respect to housing:

[Option 1 if residence is owned]

1. The residence located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ [street address, city, state – same information from paragraph 2.c (where the parties will reside after marriage)] is owned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[full legal name(s) of all the owner(s) – those names listed on the property deed], in accordance with the property deed.
2. [The residence will remain as the non-marital, separate and individual property of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[full legal name(s) of all the owner(s) – those names listed on the property deed] during and after the marriage. / The residence will \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[write in by user on how the ownership of the property will be affected e.g. be treated as marital property and owned equally by both parties].]
3. [[Name1/Name2] will be responsible] / Both parties will be equally responsible]] for the [mortgage payments/real estate property taxes/home insurance premiums/maintenance expenses/other] related to the residence.
4. If one party survives the death of the other, the surviving spouse [shall/shall not] have the right to continue living in the residence stated above for the remainder of the surviving spouse’s lifetime or as otherwise specified in the respective property deed or in the Living Will and Testament of the decedent.

**Housing Arrangements.** With respect to housing:

[Option 1 if residence is rented/leased]

1. As stated above, the residence located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ [street address, city, state – same information from paragraph 2.c (where the parties will reside after marriage)] is rented/leased by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[full legal name(s) of all the tenant(s) – those names listed on the rental/lease agreement] in accordance with a rental/lease agreement.
2. The rental/lease agreement [will not be affected by this Agreement / will be revised by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (example placeholder - “adding the spouse not already listed on the rental/lease agreement as a co-tenant”)]
3. [[Name1/Name2] will be responsible / Both parties will be equally responsible] for the [rental/lease payments/home insurance premiums/maintenance expenses/other] related to the residence.

**Household Expenses.** [Option 1 when one spouse pays all household expenses]

\_\_\_\_\_\_\_\_\_\_[Name of Person] will be responsible for payment of all household expenses. The household expenses will be paid from \_\_\_\_\_\_\_\_\_\_[Name of Person’s [separate account/a joint account funded by \_\_\_\_\_\_\_\_\_\_ [Name of Person]/other]. The regular household expenses include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [electricity/water/gas/telephone/cable/other] and exclude \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [cellular phone/automobile/entertainment/clothing/other].

**Household Expenses.** [Option 2 when both spouses pay household expenses]

Both parties will be responsible for payment of household expenses. The household expenses will be paid from a joint account funded by both parties. \_\_\_\_\_\_\_\_\_\_[Name1] will deposit [\_\_\_\_\_% of his/her income / $\_\_\_\_\_ / other] per [week/biweekly/month/quarterly/other] into the joint account. \_\_\_\_\_\_\_\_\_\_[Name2] will deposit [\_\_\_\_\_% of his/her income / $\_\_\_\_\_ / other] per [week/biweekly/month/quarterly/other] into the joint account. The funds in the joint account cover regular household expenses. [Both parties are required to deposit additional funds as necessary to sufficiently cover unexpected household expenses.] The regular household expenses include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [electricity/water/gas/telephone/cable/other] and exclude \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [cellular phone/automobile/entertainment/clothing/other].

**Household Expenses.** [Option 3 when each spouse will pay a specified set of expenses] [Name1] will be responsible for payment of certain household expenses from [Name1]’s separate account. Those household expenses include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [user to enter] and exclude \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [user to enter]. [Name2] will be responsible for payment of certain household expenses from [Name2]’s separate account. Those household expenses include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [user to enter] and exclude \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [user to enter].

**Pet Custody**. With respect to pet custody:

1. Any pet that is separately owned prior to the marriage will remain as that party’s non-marital, separate and individual personal property during and after the marriage. In the event the marriage is terminated, sole custody of the pet will remain with the original owner with no required visitation rights, unless otherwise designated in writing.
2. In the event the marriage is terminated, the custody of a pet acquired during marriage will be [shared/granted] to [Name1/Name2] [with/without] visitation rights on a [weekly/monthly/other] basis] or as otherwise designated in a writing signed by both parties.
3. If custody of a pet is [shared/not shared], [both parties/Name1 or Name2] agree(s) to [contribute to/solely fund] the cost of caring for the pet for the remainder of the pet's life.
4. If there are children from the marriage, both parties agree that the pet will stay with the party who [has/does not have] physical custody of the children.

11. **Disability.** If either party becomes partially or totally disabled, the caring party shall be completely responsible for providing necessary care to the disabled party to the full extent of the caring party’s capacity and ability.

12. **Death.** With respect to the death of one party:

1. If one party survives the death of the other, the surviving spouse [shall/shall not] receive the furniture, furnishings, and personal property of the decedent.
2. The surviving spouse understands and agrees that any right to the marital home will be governed by the respective property deed unless otherwise stipulated in writing or the Last Will and Testament of the decedent.
3. The surviving spouse knowingly and voluntarily waives any right to a share in the distribution of the estate of the decedent unless otherwise stipulated in the provisions of this Agreement.
4. The Last Will and Testament of the decedent or applicable state laws shall control. Both parties, however, understand and agree that they may name the other spouse as a beneficiary in their Last Will and Testament, life insurance policy, or retirement plan. Such a transfer, bequest, or designation takes precedence over any provisions of this Agreement.

**Children from Marriage.** If there is any child or children of the marriage between the parties, this Agreement will not affect the rights of such child or children to support from either or both of the parties until the child or children reach the age of \_\_\_\_\_\_\_\_\_\_[write in by user e.g. eighteen].

11. [**Title of Additional Clause.**] [Insert additional clause language.]

10. **Binding.** This Agreement will inure to the benefit of and be binding upon the parties, their successors, heirs, executors, administrators, assigns and representatives.

11. **Severability.** In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not be affected and the remaining provisions shall be construed, to the extent possible, to give effect to this Agreement without the inclusion of such invalid, illegal or unenforceable provision.

12. **Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State/Commonwealth of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, not including its conflicts of law provisions.

**Dispute Resolution.**Any dispute arising out of or related to this Agreement that the parties are unable to resolve by themselves shall be resolved [in the courts of the State of \_\_\_\_\_\_\_\_\_\_[state]/through binding arbitration conducted in accordance with the rules of the American Arbitration Association/through mediation].

13. **Further Assurances.** At the written request of either party, the other party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

14. **Headings.** The section headings herein are for references purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

15. **Entire Agreement.** This Agreement including all Exhibits attached hereto contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

16. **Amendment or Revocation.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. This Agreement may be revoked if both parties sign a written agreement before the presence of a notary public or other authorized official. Revocation shall become effective when properly recorded as required by state and local laws.

17. **Signatures.** The signatures of the parties to this Agreement represent the parties acknowledgement that they have been informed of their legal rights, given an adequate amount of time to consider entering into this Agreement, read and understood the Agreement, agree with the contents of the Agreement, had sufficient time to review the Agreement and believe it to be fair, have not been pressured or coerced into signing the Agreement and chosen to freely and voluntarily enter into this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[Full Name of 1st Party]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[Full Name of 2nd Party]

Signed in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Witness Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Witness Name

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

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Witness Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Witness Name

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

Address

NOTARY ACKNOWLEDGEMENT:

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss:

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature

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

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss:

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature

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

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

[Insert Name1’s financial information regarding net worth, assets, income, holdings, liabilities and debts and/or financial statement.]

**Exhibit B**

[Insert Name2’s financial information regarding net worth, assets, income, holdings, liabilities and debts and/or financial statement.]