

INDIANA PRENUPTIAL AGREEMENT

Location: _____ Date: _____

Parties:

This Prenuptial Agreement (the "Agreement") is entered into by and between:

Party 1 (Prospective Spouse): _____

Party 2 (Prospective Spouse): _____

Recitals:

WHEREAS, the Parties contemplate legal marriage under the laws of the State of Indiana and desire to establish their respective rights and responsibilities regarding each other's income and property and the income and property that may be acquired, either separately or together, during the marriage; and WHEREAS, the Parties recognize the possibility of dissolution of the marriage and wish to provide for fair and equitable distribution of property and assets in such event; and WHEREAS, the Parties have made a full and fair disclosure to each other of their respective assets, liabilities, and financial obligations; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties agree as follows:

1. Separate Property

All property, whether real, personal, or mixed, owned by either Party prior to the marriage, including but not limited to assets, investments, retirement accounts, inheritances, and personal belongings, shall remain the separate property of that Party. Each Party shall have full control, management, and disposition rights over such separate property without interference, consent, or claim by the other Party.

2. Marital Property

Property acquired by either Party during the marriage, except for separate property as defined herein, shall be considered marital property. The Parties agree that marital property shall be divided equitably in the event of dissolution of the marriage in accordance with Indiana law.

3. Debts

Each Party shall be responsible for debts incurred individually before and during the marriage, except as otherwise agreed in writing. Joint debts incurred during the marriage shall be the joint responsibility of both Parties.

4. Spousal Support / Maintenance

The Parties agree that in the event of dissolution of the marriage, spousal support or maintenance shall be determined in accordance with Indiana law, taking into consideration the terms of this Agreement, the duration of the marriage, standard of living established during the marriage, and the financial circumstances of each Party.

5. Estate Rights

This Agreement shall not limit or restrict the rights of either Party to dispose of their separate property by will, trust, or other testamentary document, except as modified herein. The Parties waive any rights to elective share or forced share of the other Party's estate to the extent permitted by law.

6. Waiver of Claims

Each Party waives, releases, and relinquishes any right to claim against the separate property or estate of the other, except as otherwise provided in this Agreement or required by law.

7. Amendment and Revocation

This Agreement may be amended, modified, or revoked only by a written agreement signed by both Parties. Any oral modifications shall be unenforceable.

8. Full Disclosure

Each Party acknowledges that they have made a full and fair disclosure of their financial circumstances including assets, liabilities, and income, and that each has had the opportunity to consult independent legal counsel prior to execution of this Agreement.

9. Independent Legal Advice

The Parties acknowledge that they have been advised and given the opportunity to seek independent legal advice and understand the terms and effects of this Agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflict of laws principles.

11. Enforceability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12. Voluntary Execution

Each Party acknowledges that this Agreement is executed voluntarily, without duress or undue influence, and that each fully understands its terms and legal effect.

13. Effective Date

This Agreement shall become effective upon the marriage of the Parties.

14. Disclosure of Legal Rights

Each Party understands and waives any rights they may have to challenge this Agreement on the basis of unfairness, fraud, or lack of disclosure, except as otherwise provided by law.

15. Confidentiality

The Parties agree to keep the terms and existence of this Agreement confidential, except as required for enforcement or legal purposes.

16. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original and all of which together constitute one agreement.

17. No Other Agreements

This Agreement contains the entire understanding between the Parties and supersedes any prior agreements, whether written or oral, related to the subject matter herein.

18. Interpretation

Headings are for reference only and do not affect interpretation. The language of this Agreement shall be construed as to its fair meaning and not strictly for or against either Party.

19. Waiver

Failure or delay to enforce any provision shall not be deemed a waiver of any right to enforce it subsequently.

20. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PARTY 1 SIGNATURE

PARTY 2 SIGNATURE

Signature: _____

Signature: _____

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