

MARYLAND PRENUPTIAL AGREEMENT

Parties: _____

Party A Information:

Full Legal Name: _____

Date of Birth: _____

Address: _____

Party B Information:

Full Legal Name: _____

Date of Birth: _____

Address: _____

Recitals:

WHEREAS, the Parties contemplate legal marriage under the laws of Maryland and seek 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 by divorce, annulment, or death and desire to make a fair and binding agreement concerning such matters; NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Separate Property

Each Party's separate property, including property owned before the marriage, inheritances, gifts specifically given to one Party, and any income or proceeds from such separate property shall remain the separate property of that Party. Neither Party shall have any claim to the separate property of the other except as otherwise provided in this Agreement.

2. Marital Property

Property acquired jointly by the Parties during the marriage shall be considered marital property and shall be subject to equitable distribution upon dissolution of marriage, except as otherwise agreed herein.

3. Debts

Each Party shall be responsible for his or her separate debts incurred before and during the marriage. Joint debts shall be the responsibility of both Parties equally.

4. Income

All income earned by each Party during the marriage shall be the separate property of the earning Party unless specifically commingled or agreed otherwise in writing.

5. Spousal Support (Alimony)

The Parties waive any and all rights to spousal support from the other Party now and in the future, except as may be specifically provided in this Agreement or required by Maryland law.

6. Estate Rights

This Agreement shall not limit or affect the rights of either Party to inherit from the other's estate unless specifically

stated herein.

7. Full Disclosure

Each Party acknowledges that he or she has made a full and fair disclosure of all assets, liabilities, and income to the other Party prior to execution of this Agreement.

8. Voluntary Execution

Each Party acknowledges that he or she is entering into this Agreement freely, voluntarily, and without duress, undue influence, or coercion.

9. Legal Representation

Each Party acknowledges that he or she has had the opportunity to consult with independent legal counsel of their choice and fully understands the terms and implications of this Agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

11. Amendment and Revocation

This Agreement may be amended or revoked only by a written agreement signed by both Parties.

12. Severability

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

13. Effective Date

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

14. Entire Agreement

This document contains the entire agreement between the Parties relating to the subject matter herein and supersedes all prior agreements or understandings, whether written or oral.

15. Waiver

The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

16. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

17. Independent Obligations

If this Agreement is found to be invalid or unenforceable with respect to one Party, it shall remain valid and enforceable with respect to the other Party.

18. No Presumption

In any interpretation of this Agreement, no presumption shall be made against either Party on the basis that that Party drafted this Agreement.

19. Acknowledgment of Understanding

Each Party acknowledges that he or she fully understands the terms of this Agreement, its legal effect, and that it is binding and enforceable.

20. Signatures

The Parties have executed this Agreement voluntarily and intend to be legally bound by its terms.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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