

MASSACHUSETTS PRENUPTIAL AGREEMENT

Location: _____ Date: _____

PARTIES

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

1. Party One (the "First Party"): _____
2. Party Two (the "Second Party"): _____

RECITALS

WHEREAS, the Parties contemplate legal marriage under the laws of the Commonwealth of Massachusetts, and they 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 aim to make this Agreement legally enforceable and binding under Massachusetts law.

AGREEMENT

1. SEPARATE PROPERTY

Each Party shall retain sole ownership, control, and enjoyment of all property owned by them at the time of execution of this Agreement, including property acquired by gift, inheritance, or before the marriage, free from any claim by the other Party.

2. MARITAL PROPERTY

Property acquired jointly during the marriage shall be considered marital property and shall be subject to equitable distribution upon divorce or legal separation as provided by Massachusetts law, except as otherwise provided in this Agreement.

3. INCOME

Income earned by each Party during the marriage shall be considered marital property except income derived from separate property which shall remain separate.

4. DEBTS

Each Party shall be solely responsible for debts incurred individually before or during the marriage unless expressly agreed otherwise in writing.

5. SPOUSAL SUPPORT (ALIMONY)

The Parties waive any right to spousal support except as specifically agreed herein or as required by mandatory provisions of Massachusetts law.

6. WAIVER OF RIGHTS

Each Party waives any rights to the other Party's separate property and any rights to claim an elective share or forced share in the other's estate or probate property.

7. FULL DISCLOSURE

Each Party affirms that they have made a full and fair disclosure of their assets, liabilities, and financial condition to the other Party.

8. VOLUNTARY EXECUTION

Each Party acknowledges that they are entering into this Agreement voluntarily, without duress, undue influence, or coercion, and have had the opportunity to seek independent legal counsel.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

10. AMENDMENT AND REVOCATION

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

11. SEVERABILITY

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

12. EFFECTIVE DATE

This Agreement shall become effective upon the Parties' marriage.

13. NO FUTURE PROPERTY RIGHTS

Except as specifically set forth in this Agreement, no Party shall acquire any interest in the separate property of the other.

14. REPRESENTATIONS AND WARRANTIES

Each Party represents that they are of legal age and have the capacity to enter into this Agreement.

15. LEGAL ADVICE

Each Party acknowledges that they have been advised to seek independent legal counsel and either have done so or voluntarily waived such right.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties and supersedes all prior agreements.

17. EXECUTION IN COUNTERPARTS

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

18. NOTICES

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, mailed by certified mail, or sent by recognized overnight courier.

19. ACKNOWLEDGMENT

The Parties acknowledge that they understand the terms and consequences of this Agreement and enter into it freely and voluntarily.

20. ATTACHMENTS

Schedules or exhibits attached hereto (if any) are incorporated herein by reference and form part of this Agreement.

FIRST PARTY SIGNATURE

SECOND PARTY SIGNATURE

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

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