

MICHIGAN PRENUPTIAL AGREEMENT

Location: _____ Date: _____

Parties:

Party A (First Applicant): _____

Full Legal Name: _____

Address: _____

Date of Birth: _____

Party B (Second Applicant): _____

Full Legal Name: _____

Address: _____

Date of Birth: _____

Recitals:

WHEREAS, the parties contemplate legal marriage under the laws of the State of Michigan and desire to establish their respective rights and responsibilities regarding each other's property and financial matters in the event of separation, divorce, death, or any other circumstance; and WHEREAS, the parties enter into this Agreement voluntarily, upon full disclosure and without duress or undue influence, intending this Agreement to be legally binding and enforceable under Michigan law.

Article 1 – Disclosure of Assets and Debts

Each party has provided to the other a fair and reasonable disclosure of their respective assets, liabilities, and financial obligations as of the date of execution of this Agreement. Both parties acknowledge they have had the opportunity to review, ask questions, and consult legal counsel regarding such financial disclosures.

Article 2 – Separate Property

All property, whether real or personal, tangible or intangible, owned by either party prior to the marriage, including income and appreciation thereof, shall remain the separate property of that party. Separate property shall not be subject to division or distribution as marital property in the event of dissolution, except as otherwise provided in this Agreement.

Article 3 – Marital Property

All property acquired by either or both parties during the marriage, except that which is defined as separate property, shall be considered marital property and subject to equitable distribution upon dissolution, as provided by Michigan law, subject to any provisions herein to the contrary.

Article 4 – Spousal Support (Maintenance)

The parties agree that in the event of dissolution of marriage, spousal support or maintenance shall be determined in

accordance with this Agreement and applicable Michigan law. The parties waive any right to seek or claim spousal support except as expressly set forth herein or agreed to in writing.

Article 5 – Debts and Liabilities

Each party shall be solely responsible for any debts or liabilities incurred prior to the marriage and those incurred individually during the marriage unless jointly incurred. Neither party shall be responsible for the debts of the other except as provided by law or expressly agreed.

Article 6 – Inheritance and Gifts

Any property acquired by inheritance or as a gift by either party during the marriage shall remain the separate property of that party and shall not be subject to division upon dissolution.

Article 7 – Waiver of Rights

Except as otherwise provided herein, each party waives any and all rights to the other's separate property, rights of elective share, inheritance, and any other rights or claims arising by virtue of the marital relationship, including but not limited to claims under Michigan statutes or common law.

Article 8 – Effective Date and Duration

This Agreement shall become effective upon the marriage of the parties and shall continue in full force and effect until modified or terminated by mutual written agreement or by operation of law.

Article 9 – Governing Law

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

Article 10 – Full Understanding and Amendment

This Agreement contains the entire understanding between the parties regarding the subject matter hereof and supersedes any prior agreements or understandings. Any amendment or modification shall be in writing and signed by both parties.

Article 11 – Voluntary Execution

Each party acknowledges that they have had the opportunity to consult independent legal counsel, have read and understood this Agreement, and are executing it voluntarily and without coercion.

Article 12 – Severability

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

Article 13 – Execution in Counterparts

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

FIRST APPLICANT'S SIGNATURE

SECOND APPLICANT'S SIGNATURE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Original source of this document:

<https://docs-life.com/michigan-prenuptial-agreement-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-life.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.