

# NORTH CAROLINA PRENUPTIAL AGREEMENT

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

## Party One Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Party Two Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## RECITALS

WHEREAS, Party One and Party Two contemplate legal marriage under the laws of the State of North Carolina 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 divorce or death and intend by this Agreement to define their rights in such events; and WHEREAS, the Parties enter into this Agreement voluntarily, after full disclosure of their assets, liabilities, and financial obligations.

## ARTICLE 1 – SEPARATE PROPERTY

1.1 Each Party shall retain sole ownership, control, and enjoyment of all property owned by that Party prior to the marriage, including but not limited to real estate, personal property, bank accounts, investments, retirement accounts, and business interests, which shall be considered Separate Property. 1.2 Any property acquired by either Party individually by gift, inheritance, or bequest during the marriage shall remain the Separate Property of that Party. 1.3 Separate Property shall not be subject to division or distribution upon dissolution of the marriage, except as otherwise provided in this Agreement or by subsequent written agreement.

## ARTICLE 2 – MARITAL PROPERTY

2.1 Property acquired by the Parties jointly during the marriage shall be considered Marital Property, subject to equitable distribution upon divorce or dissolution. 2.2 Income earned by either Party during the marriage shall be treated as Marital Property. 2.3 The Parties may agree in writing to convert Separate Property to Marital Property and vice versa.

## ARTICLE 3 – DEBTS

3.1 Each Party shall be responsible for debts incurred individually prior to or during the marriage which are not joint obligations. 3.2 Joint debts incurred during the marriage shall be the joint responsibility of the Parties. 3.3 Neither Party shall be responsible for the Separate Debts of the other Party.

## ARTICLE 4 – SPOUSAL SUPPORT

4.1 The Parties waive any right to spousal support, maintenance, alimony, or other support payments from the other Party, except as otherwise agreed in writing. 4.2 This waiver shall be enforceable to the fullest extent permitted by the laws of North Carolina.

## ARTICLE 5 – DISCLOSURE

5.1 Each Party has made a full and fair disclosure of his or her financial condition, including all assets, liabilities, and income. 5.2 Both Parties acknowledge that they enter into this Agreement with full knowledge of the other's financial condition.

**ARTICLE 6 – GOVERNING LAW**

6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflicts of law principles.

**ARTICLE 7 – AMENDMENTS**

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

**ARTICLE 8 – EFFECT OF AGREEMENT**

8.1 This Agreement shall become effective upon the Parties’ marriage. 8.2 If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect. 8.3 This Agreement supersedes any prior negotiations, understandings, or agreements between the Parties regarding the subject matter herein.

**ARTICLE 9 – EXECUTION AND ACKNOWLEDGMENTS**

9.1 Each Party acknowledges that they have had the opportunity to seek independent legal counsel and enter into this Agreement knowingly and voluntarily without coercion or duress. 9.2 The Parties each warrant that they are of legal age and capacity to enter into this Agreement. 9.3 This Agreement may be executed in counterparts, each of which shall be deemed an original but all constituting one and the same instrument.

**ARTICLE 10 – MISCELLANEOUS**

10.1 Headings are for convenience only and shall not affect interpretation. 10.2 Neither Party shall assign rights or obligations under this Agreement without the prior written consent of the other Party. 10.3 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, and assigns.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have executed this Prenuptial Agreement as their free act and deed. Party One Signature: \_\_\_\_\_ Party Two Signature: \_\_\_\_\_ Witness Signature: \_\_\_\_\_ Notary Public: State of North Carolina, County of \_\_\_\_\_ Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Notary Public Signature: \_\_\_\_\_ My commission expires: \_\_\_\_\_

**PARTY ONE SIGNATURE**

**PARTY TWO SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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