

PRENUPTIAL AGREEMENT OF THE STATE OF NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS:

This Prenuptial Agreement (the “Agreement”) is made by and between the parties intending to marry, hereinafter referred to as the “Husband” and the “Wife.”

The parties contemplate legal marriage under the laws of the State of New Jersey 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.

This Agreement is made in consideration of the forthcoming marriage and the mutual promises and covenants contained herein.

Article 1 – Separate Property

Each party’s property owned at the time of marriage, including but not limited to real estate, personal property, bank accounts, investments, retirement accounts, and debts shall remain the separate property of that party. Each party shall have the full right to manage, control, and dispose of his or her separate property without consent or accounting to the other.

Article 2 – Marital Property

Property acquired jointly during the marriage shall be considered marital property and shall be subject to equitable distribution in the event of dissolution of the marriage, except as otherwise provided herein.

Article 3 – Debts

Each party shall be responsible for his or her separate debts incurred before or during the marriage. Joint debts shall be the responsibility of both parties equally, unless otherwise agreed in writing.

Article 4 – Spousal Support / Alimony

The parties agree that in the event of dissolution of the marriage, neither party shall seek spousal support or alimony from the other except as otherwise agreed in writing or required by New Jersey law.

Article 5 – Estate Rights

This Agreement shall not limit any rights to inherit under a valid will or trust, but shall supersede any statutory rights to elective share or intestate succession to the extent permitted under New Jersey law.

Article 6 – Disclosure

Each party acknowledges full and fair disclosure to the other of his or her property and financial obligations. Each party has had the opportunity to obtain independent legal advice and enters into this Agreement voluntarily and without duress.

Article 7 – Waiver of Rights

Each party voluntarily waives any right to claim or receive any interest in the other party’s separate property, except as may be expressly provided in this Agreement.

Article 8 – Amendment or Revocation

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

Article 9 – Governing Law

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

Article 10 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

Article 11 – Effective Date

This Agreement shall become effective upon marriage of the parties.

Article 12 – Entire Agreement

This document constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, oral or written.

Article 13 – Legal Representation

Each party acknowledges that he or she has had the opportunity to seek independent legal counsel prior to executing this Agreement and that he or she fully understands the terms and consequences of this Agreement.

Article 14 – Execution

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

Article 15 – Acknowledgement

Each party acknowledges that this Agreement is fair and reasonable and has been entered into voluntarily, without coercion or undue influence.

HUSBAND'S SIGNATURE

WIFE'S SIGNATURE

Signature: _____

Signature: _____

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