

PRENUPTIAL AGREEMENT (NEW ZEALAND)

Location: _____ Date: _____

PARTIES:

Party 1 Full Name: _____

Party 1 Address: _____

Party 1 Date of Birth: _____

Party 2 Full Name: _____

Party 2 Address: _____

Party 2 Date of Birth: _____

RECITALS:

WHEREAS, the parties intend to marry each other and desire to define their respective rights and obligations regarding property, maintenance, and other matters during the marriage and in the event of separation, dissolution, or death;

AND WHEREAS, each party has had a full and fair disclosure of the other party's financial circumstances;

AND WHEREAS, the parties agree that this Agreement shall be binding and enforceable under applicable New Zealand law and the laws of the United States to the extent they apply.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned: "Agreement" means this prenuptial agreement and any amendments; "Property" means all assets, interests, and liabilities, whether real or personal, owned individually or jointly by the parties before or during the marriage.

2. DISCLOSURE

Each party represents that they have made a full, fair, and accurate disclosure of all assets, liabilities, and financial circumstances as of the date of this Agreement.

3. SEPARATE PROPERTY

All property owned by a party prior to marriage, including any increases in value, income, or proceeds derived therefrom, shall remain the separate property of that party.

4. JOINT PROPERTY

Property acquired jointly during the marriage shall be owned as tenants in common or joint tenants as agreed by the parties.

5. INCOME AND EXPENSES

Each party shall retain their own income earned during the marriage; regular household expenses shall be shared as mutually agreed or as determined by the parties in writing.

6. DEBTS

All debts incurred individually prior to marriage shall remain the responsibility of that party; debts incurred jointly shall

be the joint responsibility of both parties.

7. MAINTENANCE AND SUPPORT

Neither party shall be entitled to maintenance or spousal support except as otherwise agreed in writing. Any such agreement shall be enforceable and binding.

8. WAIVER OF CLAIMS

Each party waives any claims against the other for property division, maintenance, or support upon separation, dissolution, or death, except as provided in this Agreement.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of New Zealand and to the extent applicable, the laws of the United States.

10. AMENDMENTS AND REVOCATION

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

11. EFFECT OF AGREEMENT

This Agreement shall become effective upon marriage and is intended to be legally binding and enforceable.

12. INDEPENDENT LEGAL ADVICE

Each party acknowledges that they have had the opportunity to seek independent legal advice regarding this Agreement and enter into it voluntarily and with full understanding.

13. SEVERABILITY

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

14. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties and supersedes any prior arrangements or understandings.

15. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by electronic means with confirmation of receipt.

16. EXECUTION

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

17. ATTACHMENTS

The following schedules or attachments, if any, are incorporated herein by reference: (i) Schedule A - List of Separate Property; (ii) Schedule B - List of Joint Property; (iii) Schedule C - Other Provisions.

18. ACKNOWLEDGEMENT

The parties acknowledge that they understand the terms and conditions of this Agreement and enter into it freely and voluntarily without duress, coercion, or undue influence.

19. LEGAL COMPLIANCE

This Agreement complies with all applicable laws and statutes to ensure enforceability in jurisdictions where

applicable.

20. SIGNATURES

The parties have executed this Agreement on the date first written above, intending to be legally bound.

PARTY 1 SIGNATURE

PARTY 2 SIGNATURE

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

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