

**PRENUPTIAL AGREEMENT**

**BETWEEN**

Patty Plaintiff

**- and -**

Danny Defendant

Dated:

THIS AGREEMENT is made and executed on the \_\_\_\_\_ th day of November, 2007, by and between Danny Defendant, (hereinafter referred to as "husband"), having an address at 45 River Road, East Brunswick, NJ, and Patty Plaintiff (hereinafter referred to as "wife"), and both parties hereinafter collectively referred to as "the parties";

**W I T N E S S E T H:**

WHEREAS, the parties have represented to each other that each is single and legally free to marry; and

WHEREAS, the parties presently contemplate marriage to each other, such marriage to be solemnized in the near future; and

WHEREAS, the parties have fully and completely disclosed the nature and value of all of their presently existing assets, liabilities and income to each party's satisfaction; and

WHEREAS, each party recognizes that certain interests, rights, claims, responsibilities and obligations may accrue to each of them in the property and interests of the other as a result of the contemplated marriage between them; and

WHEREAS, the parties desire to define and agree to certain present and future interests, rights, claims, responsibilities and obligations arising out of the said contemplated marriage between them and to fix, limit and determine same relative to the property and estate of the other and to accept the provisions of this Premarital Agreement (hereinafter referred to as the "Agreement"), in lieu of and in full discharge, settlement and satisfaction of all interests, rights, claims, responsibilities and obligations which each might otherwise have under the law in and to the property and estate of the other in the event of the parties' separation or dissolution of marriage; and

WHEREAS, each party has had the benefit of independent legal counsel prior to the execution of this Agreement, \_\_\_\_\_ having been represented by \_\_\_\_\_, Esq., with offices located at \_\_\_\_\_

; and \_\_\_\_\_ represented by \_\_\_\_\_, Esq., with offices located \_\_\_\_\_;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties mutually agree as follows:

**1. General Statement of Intentions:** While in no way limiting or restricting the understanding of the parties, the provisions or effect of this Agreement, the parties generally state that by entering into this Agreement each intends to protect and preserve his/her respective separate property as now or may in the future be constituted and to waive any rights either may have as against the other for spousal support, and to minimize the time, and financial and emotional cost involved in the unfortunate event of a future separation or marital dissolution proceeding between them.

**2. Disclosure of Facts:** The parties hereby acknowledge that, to their mutual satisfaction, each has had the opportunity to ascertain and is fully acquainted with and aware of the approximate income, property, net worth and general financial circumstances of the other as set forth herein; that each has ascertained and weighed all of the facts, conditions and circumstances likely to influence his/her judgment in all matters embodied herein, and that each has given due consideration to all such matters and questions; that each clearly understands and consents to all of the provisions hereinafter contained, having had the benefit and advice of independent legal counsel of his/her own choice; and that each is willing to accept the provisions of this Agreement in lieu of all other rights either may otherwise have under the law but for this Agreement.

**3. Effect of Agreement and Separate Property Defined:** Except as may be provided herein to the contrary, after the solemnization of the marriage between the parties, each party shall separately retain all rights in and to his/her own property as is presently or may in the future be constituted, which property shall include any appreciation or depreciation in the value thereof as a direct or indirect result of the contributions or efforts of either party or due to market factors, and any new, additional or substitute property as may be created and traced from such separate property, together with any items inadvertently omitted, all as more particularly set forth in Schedules "A" and "B" annexed hereto (collectively referred to herein as "the separate property" or "separate property"). Each party shall have the absolute and unrestricted right to use his/her said separate property in any manner and at any time as each may deem fit free from any claim that may be made by the other by reason of their marriage, and with the same effect as if no marriage had been consummated between them.

**4. Release of Marital Rights:** Except as may be provided herein to the contrary, each party hereby waives, releases and relinquishes any and all right, title, claim and interest either

may have ever had, presently has, or may in the future acquire, with respect to the other's separate property, including any and all property that is traceable to and acquired, in whole or in part, from the proceeds derived from the said separate property, any income attributable to same, and any appreciation or accretion in the value thereof that may arguably be attributable, directly or indirectly, to the personal efforts or contributions of either party or due to market factors.

**5. Rights to Separate Property:** Except as may be provided herein to the contrary, each party shall keep and retain sole ownership, enjoyment, control and power of disposal of all of his/her separate property, free and clear of any interest, rights or claims of the other.

**6. Property Acquired in Joint Names During Marriage:** Except as may be provided herein to the contrary, in the event of the parties' separation or dissolution of marriage, in lieu of and in full satisfaction of any and all claims either party might otherwise make against the marital estate or the separate estate of the other, the parties agree as follows:

(a) Each shall retain his/her own pre- and post-maritally acquired separate property as more particularly described elsewhere in this Agreement.

(b) Neither party shall make a claim for a distribution of either party's separate property pursuant to the property distribution laws of any jurisdiction.

(c) To the extent that property is acquired in joint names during the marriage for any purpose by virtue of the parties' pooling their separate property, the parties shall endeavor to record and maintain an accounting relative to each party's financial contribution(s) to the acquisition of such joint property and, in the event of the parties' dissolution of marriage, each party agrees that the value of the joint asset shall be distributed in accordance with each party's respective percentage financial contribution(s). Such distribution shall apply as to gains and losses. Each party specifically recognizes and acknowledges his/her potential obligation to pay capital gains tax, broker's commissions, etc., in proportion to his/her said respective financial contributions, upon the distribution of any such applicable property. The failure of either party to record and maintain an accounting relative to joint purchases shall in no way be deemed a waiver of his/her right to offer any other evidence to demonstrate his/her respective contribution(s) toward said joint purchases.

**7. Principal Marital Residence.** The parties acknowledge that \_\_\_\_\_ presently owns separate property identified as real estate located at \_\_\_\_\_ (hereinafter referred to as "the \_\_\_\_\_ premises"), which the parties intend to use as their initial marital residence. The parties further acknowledge that in the event the \_\_\_\_\_ premises is sold and another

marital residence(s) (hereinafter referred to as "any subsequent premises"), is purchased, \_\_\_\_\_ shall have no obligation to apply all or any part of the proceeds received from the sale of the \_\_\_\_\_ premises toward the purchase of any such subsequent premises. However, in the event \_\_\_\_\_ does contribute toward the purchase of any subsequent premises and title to same is held jointly by the parties, in the event of a separation or marital dissolution, the value of any subsequent premises shall be distributed between the parties in accordance with Article 6 hereof.

In the event that marital difficulties arise and, as a result, either party desires a separation or commences a marital dissolution proceeding, the parties agree that \_\_\_\_\_ shall have immediate, sole and exclusive use, occupancy and possession of the marital premises wherever same may be located at the time. In the event of a separation or the commencement of a marital dissolution proceeding, to the extent that title to any subsequent residence is held jointly, \_\_\_\_\_ shall have the option of either buying out \_\_\_\_\_ interest in same, if any, or listing same for sale. In the event \_\_\_\_\_ elects to buy out \_\_\_\_\_ interest, she agrees to pay \_\_\_\_\_ his/her percentage share of the net equity in any subsequent residence as set forth in Article 6 hereof. "Net equity" shall be defined as the fair market value of any subsequent residence as determined by a jointly selected appraiser (the cost of which shall be paid equally by the parties), less the amount of any reasonable real estate commission and any mortgages, liens and encumbrances attached to same. Simultaneously with \_\_\_\_\_'s above stated payment to \_\_\_\_\_, \_\_\_\_\_ agrees to tender a fully executed Bargain and Sale Deed with Covenants Against Grantor's Acts, an Affidavit of Title and any other document necessary to transfer clear title to any subsequent residence from \_\_\_\_\_ and \_\_\_\_\_ jointly, to \_\_\_\_\_ individually. In the event \_\_\_\_\_ opts to sell any jointly owned subsequent residence, the parties agree to divide the net proceeds received from the sale in accordance with Article 7 hereof. "Net proceeds" in this context shall be defined as the sales price less the realtor's commission, reasonable closing costs (e.g., realty transfer fee, attorneys fees, mortgage cancellation costs, etc.), and payment of any outstanding mortgages, encumbrances and/or liens.

**8. Issues Relating to Possible Children.** The parties acknowledge that neither presently has any children. In the event the parties have children during the marriage, each agrees that in the event of a separation or dissolution of marriage, all issues concerning the health, education, welfare and maintenance of any such child including, without limitation, custody, visitation, financial support, etc., shall be amicably resolved between the parties or, if the parties cannot amicably resolve said issue, submitted to a court of competent jurisdiction for resolution.

**9. Prolonged Illness or Disability.** The parties hereby agree that in the event either party suffers a prolonged illness and/or

disability (hereinafter referred to as "disability"), then any and all medical and/or health-related expenses (hereinafter referred to as "medical expenses") incurred in connection with said disability shall be paid from the proceeds or benefits of any policy of insurance, trust fund, income or separate property of the infirm and/or disabled party (hereinafter referred to as "disabled party"). It is the understanding and intention of each party that neither shall have any obligation to pay all or any part of the said medical and/or health-related expenses of the disabled party even in the event the separate property of the disabled party shall prove insufficient. Notwithstanding any provision herein contained to the contrary, either party may expend the separate property of the other for the health, maintenance and welfare of such other party if authorized to do so under a Power of Attorney, in a form agreeable to both parties, duly executed in accordance with the laws of the State of New Jersey.

**10. Marital Debt:** The parties agree to share in any liability and be responsible for the payment of any debt incurred by them in joint names during the marriage, to the extent of each party's participation in creating such liability or debt. If one party incurs a debt with the express authorization of the other party, both shall be liable for same. Each party shall be responsible for any debt, charge, obligation or liability incurred in his/her own name. Should either party incur any debt, obligation or liability whatsoever during the marriage without the other party's knowledge and/or express authorization, and for which the other may become liable, the incurring party agrees to defend, indemnify and hold the other harmless for any loss, expenses and/or damages, including attorney's fees, in the event that a claim for payment is made upon the other.

**11. Non-Incurrence of Debt:** The parties represent, warrant and covenant that neither has heretofore incurred any debt, charge, obligation or liability whatsoever for which the other, his/her legal representative(s) and/or estate is or may become liable. Each party agrees to defend, indemnify and hold the other harmless for any loss, expenses and/or damages, including attorney's fees, in the event that a claim is made upon the other arising out of or in connection with a breach by either party of the representations, warranties and covenants of this paragraph.

**12. Property Rights in Event of Death:** Except as may be provided herein to the contrary, the parties understand that this Agreement makes no provision for apportionment of property rights in the event of either party's death during the marriage. The parties each understand that they are free to prepare and execute an appropriate Last Will and Testament should either desire to make provisions in favor of the other. Said testamentary provisions, to the extent same conflict with any provision of this Agreement, shall supersede this Agreement and control the resolution of any and all issues that may arise in the event of either party's death during the viable marriage, but not during any period of separation or pendency of a marital dissolution

proceeding.

**13. Waiver of Right of Election:** Each party hereby waives, releases and relinquishes any and all rights either may ever have under any law as surviving spouse to take an elective or statutory share of the other's separate property. This provision shall constitute a waiver, release and relinquishment of any right of election otherwise provided under the laws of any applicable jurisdiction.

**14. Inheritances or Gifts from Third Parties:** Notwithstanding any provision herein contained to the contrary, any and all property acquired during the marriage by either party by way of gift or inheritance from a third party shall be deemed and, in the event of a separation and/or dissolution of marriage, shall remain the separate property of the party so acquiring, including, without limitation, any income or other usufruct thereon, increments, accretions or increases in value of such assets at any time thereto, whether due to market conditions or, arguably, the direct or indirect services, skills, efforts or contributions of either party.

**15. Insurance:** The parties acknowledge and agree that neither shall have any obligation to maintain any policy of insurance, at any time, for the benefit of the other. Said policy(ies) of insurance shall include, without limitation, health, life, disability, homeowner's, automobile, etc. To the extent same may be provided at any time, it shall be purely voluntary and gratuitous, and there shall be no obligation to continue to provide same at any time on the part of the providing party.

**16. Attorney's Fees and Litigation Costs:** The parties acknowledge and understand that in the event of any legal proceeding of and concerning this Agreement, the status of the parties' marital relationship or the dissolution thereof, each party shall pay and be responsible for the payment of his/her own attorney's fees and litigation costs, including, without limitation, possible experts' fees, incurred in connection therewith.

**17. Disclosure of Assets and Voluntary Waiver of Further Discovery:** Each party hereby acknowledges and represents that each has made a full, fair and complete disclosure to the other's satisfaction and each accepts same relative to the nature, extent and approximate value of all of their assets, liabilities and income as presently constituted and as contained in their respective schedules annexed hereto. The parties each expressly waive their right to have independent valuations of the separate property of the other and each recognizes that the values listed on each party's respective schedule are not actual, but are estimates provided to the best of each party's ability. Each party further expressly acknowledges his/her right to examine any financial records of the other, except as may have been provided, and expressly waives his/her right to do so. The parties

expressly state that they accept the values given to the other's separate property and, in the event of a separation or dissolution of marriage, neither shall attempt to declare the Agreement nor any of its provisions invalid or unenforceable on the basis that the other's valuations are inaccurate. The parties represent and acknowledge that each freely, knowingly and voluntarily, free from undue influence, coercion, fraud or duress, waives any further discovery of the nature, extent and value of the other's assets, liabilities and income.

**18. Resolution of Disputed Claims:** The parties agree that in the event any disputed claims not resolved by this Agreement arise in the future, and the parties are unable to amicably resolve same between themselves, either with or without the assistance of counsel, then said disputed claims shall be submitted to a mutually agreed upon qualified mediator for resolution. In the event the mediator's recommendation is rejected by either party, said disputed claims shall be submitted to a court of competent jurisdiction for resolution, or, if mutually agreed upon by the parties, to binding arbitration. Unless the parties can agree on one arbitrator, each party shall designate, upon written notice to the other party, an arbitrator of his/her choice and the two arbitrators so appointed shall select a third arbitrator. The panel of three arbitrators so constituted shall, after conducting a proper inquiry, render a decision on all disputed matters. The parties agree to share equally the costs of any mediation and/or arbitration proceeding engaged in pursuant to this article. The parties agree to observe and abide by the decision of the arbitration panel and further agree that the decision of the panel shall be reduced to and memorialized in a final decree, judgment or order of any court of competent jurisdiction wherein the parties may commence a legal separation and/or marital dissolution proceeding. The arbitrators and parties hereto shall abide by the rules and guidelines of the American Arbitration Association.

**19. Independent Counsel:** The parties acknowledge and represent that each has procured and been advised as to all aspects of this Agreement by independent counsel of his/her own choice. \_\_\_\_\_ having been represented by \_\_\_\_\_, Esq., with offices located at \_\_\_\_\_, and \_\_\_\_\_ having been represented by \_\_\_\_\_, Esq., with offices located at \_\_\_\_\_. The fact that \_\_\_\_\_'s attorneys actually prepared the initial draft of this typewritten Agreement shall have no bearing whatsoever on either party's decision to execute same and each party is satisfied that he/she has freely negotiated the contents hereof free from any improper persuasion or influence of the other or any third party. Both parties acknowledge and represent that their respective attorneys were selected freely, voluntarily, of their own free will, and free from any improper persuasion or influence of the other party or any third party.

**20. Voluntary Execution:** The parties each acknowledge and represent that this Agreement has been executed by them free from any improper persuasion, fraud, undue influence, or economic,

physical or emotional duress of any kind whatsoever asserted by the other or any third party.

**21. Timing of Execution:** The parties recognize and understand that this Agreement is being executed within \_\_\_\_\_ (\_\_\_\_\_) [hours, days, weeks, etc.] prior to their anticipated wedding date of \_\_\_\_\_. The parties acknowledge that, despite this time frame, each has had a sufficient opportunity prior to executing this Agreement to consult with independent counsel and that the timing of the execution of this Agreement relative to the aforesaid wedding date has no effect upon their decision to execute same. Each party further waives his/her right to at any time in the future claim that he/she had insufficient time to make an informed and calculated decision to execute same.

**22. Incorporation of the Within Agreement:** The parties acknowledge and understand that this Agreement shall be offered in evidence in any proceeding instituted by either of the parties in any court of competent jurisdiction in which a determination of any aspect of the parties' relationship is sought and shall, subject to the court's approval, be incorporated in any order or judgment rendered in such proceeding.

**23. Non-Merger:** Notwithstanding its incorporation into any order or judgment entered by a court of competent jurisdiction, the provisions of this Agreement shall not merge with, but shall survive any such order or judgment in its entirety and shall remain in full force and effect, except as may be invalidated by a court of competent jurisdiction.

**24. Validity and Enforceability of Agreement:** The parties further agree that this contract is valid and enforceable in any action that may hereafter be commenced by either party in any jurisdiction.

**25. Severability:** In the event any provision contained in this Agreement, either in whole or in part, is deemed or held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of any partially declared invalid or unenforceable provision and all other provisions of the Agreement shall, nonetheless, remain and continue in full force and effect.

**26. Modification or Waiver:** The parties agree that any post-marital modifications or waivers of any of the terms and conditions of this Agreement may be permitted. However, no modification or waiver of any of the terms and conditions of this Agreement shall be valid unless same is freely and voluntarily entered into in writing and duly executed by the parties in the same form and manner as this Agreement.

**27. Situs:** The parties agree that the laws of \_\_\_\_\_ shall govern the execution and enforcement of this Agreement regardless of any jurisdiction wherein it may be presented as evidence.

**28. Necessary Documents:** Each party shall upon the reasonable request of the other, execute, acknowledge, and deliver any instrument appropriate or necessary to carry into effect the intent and provisions of this Agreement.

**29. Entire Agreement:** This Agreement contains the entire agreement and understanding of the parties. No representations or promises have been made except as to those set forth herein.

**30. Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors and administrators.

**31. Enforceability of Agreement:** The parties agree that the within Agreement is enforceable in any court of competent jurisdiction and neither shall do anything to declare the Agreement or any of its provisions invalid or unenforceable. Should either party take any action to declare the Agreement or any of its terms invalid, said party shall indemnify the other for all reasonable expenses and costs, including attorneys' fees, incurred in successfully enforcing the Agreement.

**32. Separation Defined:** For purposes of this Agreement the parties' separation shall be defined as any period of time not less than \_\_\_\_\_(\_\_\_\_) [days, weeks, months, etc.] where the parties have expressed a clear intention to separate as may be evidenced in a writing or by the parties' acts.

**33. Reconciliation:** In the event the parties shall separate and then, prior to a divorce, reconcile, the parties agree that the terms of this Agreement shall not be affected by such reconciliation and each shall retain his/her rights and interests as set forth herein unless the parties otherwise agree in writing. In the event any transfer of property has been effected during the said period of separation, upon a subsequent reconciliation the parties shall perform such acts and execute any and all documents necessary to put the parties back in the same situation they would have been in had no separation occurred.

**34. Understanding of English Language:** The parties represent and acknowledge that each can read and write the English language; that each has read this Agreement in its entirety independently and with the assistance of independent legal counsel; and that each understands each and every word, phrase and provision contained in this Agreement. Any and all words, phrases and/or provisions that either party may not have initially understood have been explained by independent legal counsel to each party's mutual satisfaction.

**35. Effective Date of Agreement:** This Agreement shall become effective upon the date the parties hereto are married.



STATE OF NEW JERSEY )  
 )  
 ss. )  
 )  
 COUNTY OF )

BE IT REMEMBERED that on this \_\_\_\_\_ th day of \_\_\_\_\_  
2007, before me, the subscriber, a Notary Public, personally  
appeared Danny Defendant, who, I am satisfied, is the person  
named in the foregoing Agreement, to whom I first made known the  
contents thereof, and thereupon he or she acknowledged that he or  
she signed, sealed, and delivered the same as his or her  
voluntary act and deed, for the uses and purposes therein  
expressed.

\_\_\_\_\_ **Date:**  
**DANNY DEFENDANT**

\_\_\_\_\_ **Date:**  
**NOTARY PUBLIC**

SCHEDULE A

FINANCIAL DISCLOSURE OF HUSBAND

I. ASSETS

1. Real Estate Approximate Value

a.

b.

c.

2. Bank and Financial Accounts

a.

b.

c.

3. Trusts

4. Automobiles

5. Miscellaneous

a.

b.

c.

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Total -

II. LIABILITIES

1. Debt Amount of Debt

a.

b.

III. INCOME

1. See attached 1996 Federal Income Tax Return and most recent pay stubs.

**SCHEDULE B**

**FINANCIAL DISCLOSURE OF WIFE**

I. ASSETS

1. Real Estate Approximate Value

a.

b.

c.

2. Bank and Financial Accounts

a.

b.

c.

3. Trusts

4. Automobiles

5. Miscellaneous

a.

b.

c.

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Total -

II. LIABILITIES

1. Debt      Amount of Debt

a.

b.

III. INCOME

1. See attached 1996 Federal Income Tax Return and most recent pay stubs.