**MARRIAGE CONTRACT (PRENUPTIAL AGREEMENT)**

This Marriage Contract (“Agreement”) is made on this \_\_\_ day of \_\_\_\_\_\_\_***, 20***, by and between:

**Party A:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**Party B:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Collectively referred to as “the Parties.”

**1. Purpose**

The purpose of this Agreement is to set forth the rights, obligations, and responsibilities of each Party with respect to property, debts, and financial matters during the marriage and in the event of divorce, separation, or death.

**2. Identification of Property**

* **Separate Property:** Each Party shall retain ownership and control over property acquired before the marriage. A list of such property may be attached as *Schedule A*.
* **Marital Property:** Property acquired jointly or individually during the marriage shall be treated according to the division terms set out in this Agreement.

**3. Division of Property**

In the event of divorce or separation, property shall be divided as follows:

* Separate Property remains with its original owner.
* Marital Property shall be divided in accordance with the terms set forth herein:
	+ Party A shall receive: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	+ Party B shall receive: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. Debt Responsibility**

* Each Party shall remain individually liable for debts incurred prior to the marriage.
* Debts incurred jointly during the marriage shall be divided as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**5. Spousal Support**

The Parties agree that in the event of divorce:
☐ Spousal support shall be waived.
☐ Spousal support shall be provided under the following terms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**6. Waiver of Claims**

Each Party waives any claims to the other Party’s separate property or estate, except as specifically provided in this Agreement.

**7. Confidentiality**

The Parties agree to keep the terms of this Agreement confidential, except as required by law.

**8. Governing Law**

This Agreement shall be governed by and construed under the laws of the State/Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**9. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties regarding their marital rights and obligations.

**10. Signatures**

By signing below, both Parties acknowledge that they have read and understood this Agreement and enter into it voluntarily.

**Party A Signature & Date**

**Party B Signature & Date**

Witnesses (if applicable):

**Witness Signature & Date**

**Witness Signature & Date**