

PRENUPTIAL AGREEMENT

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INSTRUCTIONS FOR USE

This is a general prenuptial agreement template. Both parties **MUST** have adequate time to review (30+ days before wedding recommended). Independent legal counsel for **EACH** party is strongly recommended to ensure enforceability. This does not constitute legal advice.

PRENUPTIAL AGREEMENT

Date: [DATE]

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

Party A (Prospective Spouse 1):

- Name: [FULL LEGAL NAME]
- Date of Birth: [DOB]
- Address: [ADDRESS, CITY, STATE, ZIP]

Party B (Prospective Spouse 2):

- Name: [FULL LEGAL NAME]
- Date of Birth: [DOB]
- Address: [ADDRESS, CITY, STATE, ZIP]

Planned Wedding Date: [DATE]

RECITALS

WHEREAS, the Parties intend to marry each other on or about the date stated above;

WHEREAS, each Party desires to define their respective rights and obligations regarding property, assets, debts, and support in the event of separation, divorce, or death;

WHEREAS, each Party has made full and complete disclosure of their assets, debts, income, and financial obligations (see attached Schedules);

WHEREAS, each Party has had the opportunity to obtain independent legal counsel;

WHEREAS, this Agreement is entered into voluntarily, without duress, fraud, or undue influence;

NOW, THEREFORE, in consideration of the marriage and mutual promises herein, the Parties agree as follows:

1. FINANCIAL DISCLOSURE

Each Party has provided complete financial disclosure, attached as:

- Schedule A: Party A's assets, debts, and income
- Schedule B: Party B's assets, debts, and income

Each Party acknowledges reviewing the other's financial disclosure and having adequate opportunity to ask questions and verify the information.

2. DEFINITIONS

"Separate Property" — Property owned by a Party before marriage, plus:

- Inheritances received by one Party (regardless of when received)
- Gifts received by one Party from third parties
- Income or appreciation on separate property (unless commingled)
- Property designated as separate in this Agreement

"Marital Property" — Property acquired by either Party during the marriage using marital funds, except as classified as Separate Property above.

"Commingled Property" — Separate property that has been mixed with marital property to the extent that it can no longer be traced or identified.

3. SEPARATE PROPERTY

3.1 Each Party shall retain as their sole Separate Property:

Party A's Separate Property includes (but is not limited to):

- [LIST MAJOR ASSETS — e.g., "Residence at [ADDRESS], current value \$[AMOUNT]"]
- [e.g., "Investment account at [BROKERAGE], current value \$[AMOUNT]"]
- [e.g., "Ownership interest in [BUSINESS NAME]"]
- [e.g., "Retirement accounts, current balance \$[AMOUNT]"]
- All assets listed in Schedule A

Party B's Separate Property includes (but is not limited to):

- [LIST MAJOR ASSETS]
- All assets listed in Schedule B

3.2 Separate Property shall remain the sole property of the owning Party regardless of:

- Appreciation in value during the marriage
- The other Party's contributions to maintenance or improvement (unless agreed otherwise in writing)
- Changes in title or registration

3.3 Income on Separate Property. Income generated by Separate Property (rent, dividends, interest) shall be:

- ☐ Separate Property of the owner
- ☐ Marital Property

4. MARITAL PROPERTY

4.1 The following shall be considered Marital Property, owned equally:

- Joint bank accounts funded during marriage
- Real property purchased jointly during marriage

- Household furnishings acquired during marriage
- Vehicles purchased jointly during marriage
- [OTHER — specify]

4.2 Division of Marital Property. In the event of divorce, Marital Property shall be divided:

- ☐ Equally (50/50)
- ☐ According to state law (equitable distribution / community property)
- ☐ As follows: [SPECIFY CUSTOM ARRANGEMENT]

5. DEBTS

5.1 Pre-Marital Debts. Each Party shall remain solely responsible for debts incurred before the marriage:

- Party A's pre-marital debts: \$[AMOUNT] (see Schedule A for details)
- Party B's pre-marital debts: \$[AMOUNT] (see Schedule B for details)

5.2 Marital Debts. Debts incurred during the marriage shall be:

- ☐ The responsibility of the Party who incurred the debt
- ☐ Shared equally
- ☐ Divided according to state law
- ☐ Joint debts only if both Parties signed (e.g., joint mortgage)

6. SPOUSAL SUPPORT (ALIMONY)

[SELECT ONE:]

- ☐ Option A: Waiver of Spousal Support

Both Parties waive any right to spousal support/alimony in the event of divorce. Each Party acknowledges they are capable of self-support.

(Note: Courts in some states will not enforce a complete alimony waiver if it would leave one spouse destitute. Check your state law.)

- ☐ Option B: Limited Spousal Support

In the event of divorce:

- If the marriage lasts [3-5] years: No spousal support
- If [5-10] years: \$[AMOUNT]/month for [NUMBER] months
- If [10+] years: \$[AMOUNT]/month for [NUMBER] months or until remarriage/cohabitation
- Support terminates upon: [death, remarriage, cohabitation, 5 years, whichever occurs first]

- ☐ Option C: State Law Applies

Spousal support shall be determined according to the laws of [STATE] at the time of divorce.

7. MARITAL RESIDENCE

7.1 If a marital home is purchased during the marriage:

- ☐ Title shall be held jointly; equity divided equally upon divorce
- ☐ Title and equity belong to the Party whose separate funds were used for the down payment, with the other Party reimbursed for [mortgage payments / improvements]
- ☐ [OTHER ARRANGEMENT]

7.2 Pre-Owned Home. If the Parties reside in a home owned by one Party before marriage, that home remains Separate Property. The non-owning Party:

- ☐ Has no claim to the property or its equity
- ☐ Shall be entitled to reimbursement for [mortgage payments / improvements] made during marriage
- ☐ Acquires an equity interest of []% per year of marriage

8. BUSINESS INTERESTS

8.1 Business interests owned by either Party before marriage remain Separate Property.

8.2 Appreciation of pre-marital business during marriage:

- ☐ Remains Separate Property entirely
- ☐ Active appreciation (due to spouse's efforts) is Marital Property; passive appreciation is Separate Property
- ☐ [CUSTOM ARRANGEMENT]

8.3 Businesses started during marriage:

- ☐ Are Marital Property divided equally
- ☐ Belong to the founding Party; other Party receives compensation of [FORMULA]
- ☐ State law applies

9. RETIREMENT ACCOUNTS

Pre-marital retirement account balances remain Separate Property. Contributions made during the marriage:

- ☐ Are Marital Property subject to division
- ☐ Remain the separate property of the account holder
- ☐ [CUSTOM — e.g., "employer match is marital; employee contributions are separate"]

10. DEATH PROVISIONS

10.1 This Agreement [shall / shall not] affect inheritance rights upon death.

10.2 Each Party:

- ☐ Retains full right to inherit from the other under state intestacy law
- ☐ Waives all inheritance rights (each Party will provide for the other through separate estate planning documents if desired)
- ☐ Is guaranteed a minimum inheritance of \$[AMOUNT] / []% of the estate regardless of the will

11. SUNSET CLAUSE (Optional)

☐ Include Sunset Clause:

This Agreement shall terminate automatically after [NUMBER] years of marriage, at which point all state laws regarding marital property shall apply going forward. Assets acquired before the sunset date retain their classification.

☐ No Sunset Clause — This Agreement remains in effect for the duration of the marriage.

12. AMENDMENTS

This Agreement may be amended or revoked only by a written document signed by both Parties, preferably with independent legal counsel.

13. ENFORCEABILITY & SEVERABILITY

If any provision is found unenforceable, the remaining provisions continue in effect. The Parties intend this Agreement to be enforceable to the maximum extent permitted by law.

14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of [STATE]. If the Parties relocate, the Agreement shall be interpreted under the laws of the state of current domicile at the time of divorce or death.

15. ACKNOWLEDGMENTS

Each Party acknowledges: (a) This Agreement was entered into voluntarily, without coercion or duress; (b) Each Party has received full financial disclosure from the other; (c) Each Party has had adequate time (at least [7 / 30] days) to review this Agreement; (d) Each Party has had the opportunity to consult independent legal counsel; (e) Each Party understands the rights being waived by this Agreement; (f) This Agreement is fair and reasonable at the time of execution.

Party A's Attorney: [NAME, FIRM, STATE BAR #] / ☐ Party A waived right to counsel
Party B's Attorney: [NAME, FIRM, STATE BAR #] / ☐ Party B waived right to counsel

SIGNATURES

Party A:

Signature: _____

Party B:

Signature: _____

NOTARIZATION

State of [STATE], County of [COUNTY]

On [DATE], before me personally appeared [PARTY A NAME] and [PARTY B NAME], known to me to be the persons who signed this Agreement, and acknowledged that they executed it voluntarily.

Notary Public: _____

SCHEDULE A — PARTY A'S FINANCIAL DISCLOSURE

Assets:

Asset	Description	Estimated Value
		\$

Debts:

Creditor	Balance	Monthly Payment
	\$	\$

Annual Income: \$[AMOUNT] Employment: [EMPLOYER / SELF-EMPLOYED]

SCHEDULE B — PARTY B'S FINANCIAL DISCLOSURE

Assets:

Asset	Description	Estimated Value
		\$

Debts:

Creditor	Balance	Monthly Payment
	\$	\$

Annual Income: \$[AMOUNT] Employment: [EMPLOYER / SELF-EMPLOYED]

This Prenuptial Agreement template is provided by ClearLegalTips.com for general informational purposes only. It does not constitute legal advice. Prenuptial agreement enforceability varies dramatically by state. Some states require independent legal counsel for each party; others require specific waiting periods. Full financial disclosure is universally required. An unconscionable or coerced agreement will be invalidated. Consult a licensed family law attorney in your jurisdiction.

Last updated: 2026

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