

# Prenuptial Agreement

## With Debt Protection Clause

Date:

Party 1 (Full Name):

Party 2 (Full Name):

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## Recitals

This Prenuptial Agreement ("Agreement") is entered into by and between the above-named individuals (collectively, "the Parties") who contemplate legal marriage under the laws of the State of \_\_\_\_\_ 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.

## Separate Property

1. All property owned by a Party at the time of the marriage shall remain the separate property of that Party. Such property includes, but is not limited to:

- Bank accounts:
- Real estate:
- Other assets:

## Marital Property

2. Any property acquired by the Parties jointly during the marriage will be deemed marital property and subject to equal division upon divorce, except as otherwise provided in this Agreement.

## Debt Protection Clause

3. Any debts or liabilities incurred by either Party prior to the marriage shall remain the sole responsibility of that Party. The other Party shall not be held responsible for, nor assume, any portion of such premarital debts.

4. Any debts incurred individually by a Party during the marriage, without the express written consent of the other Party, shall also remain the sole responsibility of the individual Party.

5. Joint debts and obligations expressly agreed upon in writing by both Parties will be the responsibility of both Parties.

## Disclosure

6. Each Party discloses their assets and liabilities as attached in the Schedule of Assets and Debts, which is incorporated by reference to this Agreement.

## Signatures

Party 1 Signature:

Date:

Party 2 Signature:

Date:

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# Notary Acknowledgment

State of

County of

On this

day of

, 20

, before me personally appeared

and

, known to me or proven to me to be the individuals described herein, and who executed this Agreement as their free and voluntary act.

**Notary Public Signature:**

**My Commission Expires:**