

Long Form Prenuptial Agreement

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 approximate value of all of their presently existing assets, liabilities and income to each parties' satisfaction on their respective schedules annexed hereto; and

WHEREAS, each party recognized that certain interests, rights, and claims may accrue to each of them in the property and interests of the other as a result of their marriage; and

WHEREAS, the parties desire to define and agree to certain obligations arising out of their marriage to each other and to fix, limit and determine the interest, rights and claims that may accrue to each of them in the property and estate of the other by reason of their marriage to each other and to accept the provisions of this Agreement in lieu of and in full discharge, settlement and satisfaction of any and all interest, rights and claims that may accrue to each of them in the property and estate of the other by reason of their marriage to each other and to accept the provisions of this Agreement in lieu of and in full discharge, settlement and satisfaction of any and all interest, rights and claims that otherwise each might or could 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.

WHEREAS, each party enters into this Prenuptial Agreement (hereinafter referred to as the "Agreement") with full knowledge of the extent and approximate present value of all the property and estate of the other, and of all the rights and privileges in and to such property and estate which may be conferred by law upon each in the property and estate of the other by virtue of their marriage but for the execution of this Agreement, to each parties' satisfaction; and

WHEREAS, _____ has had the benefit of independent legal advice prior to the execution of this Agreement _____, Esq. of _____ and

WHEREAS, _____ has had the benefit of independent legal advice prior to the execution of this Agreement _____, of _____ and

WHEREAS, _____ has had the benefit of independent legal advice prior to the execution of this Agreement _____, Esq. of _____ and

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

1. Disclosure of Facts: The parties hereby acknowledge that, to their mutual satisfaction, each has had the opportunity to ascertain, has been informed by a full and frank disclosure by the other, and is fully acquainted with and aware of the approximate assets, liabilities, income and general financial circumstances of the other; that each has ascertained and weighed all of the facts, conditions and circumstances likely to influence his or her judgment in all matters embodied herein; that each has given due consideration to all such matters and questions, and clearly understands and consents to all the provisions contained herein; and that each has had the opportunity to have or has in fact had the benefit and advice of independent counsel of his or her own choice and is willing to accept the provisions of the Agreement in lieu of all other rights each may have.

2. Effect of Agreement: After the solemnization of the marriage between the parties, each of them shall separately retain all rights in his or her own property now owned and more fully set forth in Schedules "A" and "B" annexed hereto (collectively referred to herein as "the Property", or "Property"). Each party shall have the absolute and unrestricted right to dispose of their said separate property 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.

The aforesaid schedules list the Property of _____ and _____, respectively, as same is now constituted. Each party shall separately retain all rights to the said Property in its present form and in any other form which is traceable to same, including any appreciation in the value of the Property as a direct or indirect result of the contribution or efforts of either party or due to market factors, except as may be herein contained to the contrary. Any property acquired by either party after the marriage, except for such property which has been specifically excepted in this Agreement and which has not been commingled with joint or otherwise marital property, shall be divided between the parties upon separation or divorce as provided hereinafter. The further effects of this Agreement are as more specifically set forth and detained in the following provisions.

3. Release of Marital Rights: Except as otherwise stated herein the parties hereby waive, relinquish and release, any and all claims and rights either may have ever had, presently has, or may in the future acquire, with respect to the Property listed on the other party's schedule annexed hereto, including any and all property which is traceable and acquired, in whole or in part, from the proceeds derived from the Property and any appreciation or accretion in the value thereof attributable, directly or indirectly, to the efforts or contributions or either party, or due to market factors. This provision shall apply whether said claims and rights arise as a result of the parties' separation or dissolution of marriage.

4. Parties' Understanding of Rights Waived: It is the intention of the parties that the disposition of the Property referred to in this agreement be deemed a disposition of such property which would fully satisfy any claims either party may have against the other including each parties' rights to equitable distribution under N.J.S.A. 2A:34-23, together with any amendments thereto, or then existing New Jersey law. Further rights waived by this Agreement re as more specifically set forth and detained in the following provisions.

5. 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 their intentions for this Agreement as follows:

a. This is the fourth marriage for _____ and the second marriage for _____. While the parties fully intend to commit themselves to achieving a successful long-term marriage, each party is personally aware of the practicalities and realities of life, together with the time and the financial and emotional cost involved in the unfortunate event of a legal proceeding concerning the parties' separation or dissolution. Each party intends by entering into this Agreement to minimize the said time, financial and emotional cost involved in the event of a future separation or dissolution of marriage between them.

b. _____ has seven (7) children from two (2) prior marriages. _____ has three (3) children from her prior marriage. While acknowledging that each is assuming a new status and relationship relative to the other's children, the parties intend by entering into this Agreement to provide that each shall continue to be responsible for any parental or legal obligations of support each may have with respect to their own children and in no event shall either party be responsible, now or in the future, for any such parental or legal obligations of support with respect to the other party's children.

c. The parties each have retirement plans either through their employer or self-procured. The parties intend by entering into this Agreement that neither party shall acquire any rights at any time, and in whatever form and nature, to the other's said retirement benefits.

d. While the parties agree to maintain a joint bank account to be funded with marital income and used for the maintenance and acquisition of marital assets, the parties intend to also maintain separate bank accounts which shall be funded with pre-maritally acquired or otherwise separate property monies to be used by them at their discretion, which monies shall not be commingled with the assets or financial accounts of the other.

6. Rights to Separate Property: Each party shall keep and retain sole ownership, enjoyment, control and power of disposal of all the Property listed on their respective schedules annexed hereto, and all increments thereto, free and clear of any interest rights or claims of the other except as may be otherwise set forth in this Agreement.

7. Property Acquired During the Marriage: Nothing contained in this Agreement shall be construed to preclude any rights either party may have in the event of the parties' separation or dissolution of marriage in those assets which are acquired during the marriage, including wedding gifts, and not otherwise specifically exempted or excepted by any other provision contained herein.

8. Waiver of Spousal Support: The parties represent that each is presently employed. _____ is employed by _____ and _____ is employed by _____. Each party is entering the marriage financially independent and self-sufficient with approximately the same in value. In the event the parties separate or the marriage is dissolved, each party understands and agrees to waive, relinquish and release the other from any duty or obligation to support the other in any fashion or manner whatsoever, which duty or obligation to support such other party may otherwise have arisen but for this Agreement, and no claim or demand for such support shall be made, now or in the future. In the event of and at such time as a separation or dissolution of marriage is sought by either party, and it appearing that the

financial circumstance of either party has changed to such a degree that such party can sufficiently demonstrate that he or she would be left without a means of support, destitute or a public charge, or at a standard of living far below that which the party enjoyed before the marriage, as a result of this Agreement, then, and in that event, the party who is not left in any of the foregoing circumstances agrees to provide support to the other in an amount not to exceed _____ per month and not for a period of time exceeding _____ years.

9. Waiver of Support Obligation to Other Party's Children: The parties acknowledge and understand that each presently has unemancipated children from a prior marriage. To the extent that the parties' marriage creates any rights or obligations to support or otherwise provide for the other parties' children in any form, at any time whatsoever, the parties each agree that in the event of a separation or dissolution each waives any and all rights or claims which could be made against the other for the support of their children.

10. Insurance: In the event the parties shall separate or the marriage contemplated shall be dissolved, the parties mutually agree that neither shall be responsible for maintaining any policy of insurance for the benefit of the other. Said policy(ies) of insurance shall include, without limitation, health, life and automobile, etc.

11. Property Rights in Event of Death: The parties understand that this Agreement makes no provision for apportionment of property rights in the event of either party's death. The parties each agree to prepare and execute a Last Will and Testament to resolve any and all such issues which may arise in this regard.

12. Dedication of Income: The parties specifically make no delineation as to the precise use of their income, except to state that it is their general intention to pool their income for their mutual benefit, for the purpose of maintaining their agreed-upon lifestyle and for the accumulation of marital assets. For purposes of this provision, retirement income shall at no time be deemed income, but shall instead be deemed separate property.

13. 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, their legal representatives or either parties' property or estate is or may become liable, nor will either party incur such debt, charge, obligation or liability without first providing the other with reasonable notice thereof and obtaining the other's written consent. Each party agrees to indemnify and hold the other harmless of loss, expenses (including reasonable attorney's fees) and damages 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.

14. Equitable Distribution: The parties acknowledge and understand that each enters into the marriage with the same approximate total value of assets. The parties further acknowledge and understand that they intend to pool their financial resources in a joint effort to acquire various and, at present, undetermined assets such as real estate, financial investment accounts together with other marital assets. In the event of the parties' separation or marriage dissolution, each understands and agrees that all such acquired property shall be forthwith distributed amicably between them or, in the event the parties cannot agree, liquidated with the net proceeds derived from the liquidation to be evenly distributed between them. Net proceeds shall be defined as the sales price or total liquidated value of any asset less any and all liens and encumbrances, together with any actual gains tax, realtor's and/or broker's commissions, attorney's fees and any other reasonable and necessary costs of the liquidation.

15. Disclosure of Assets, Liability and Income and Voluntary Waiver of Further Discovery: The parties acknowledge and represent to each other that they have made a full, fair and complete disclosure to the other as to the nature and approximate value of their assets, liabilities and income as presently constituted as per their respective schedules annexed hereto, and that each accepts the said disclosures to their satisfaction. The parties represent and acknowledge that based upon the foregoing representations each freely, knowingly, voluntarily and without undue influence, coercion, fraud or duress waives further discovery relative to the nature and value of the other's assets, liabilities and income.

16. 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 the separate property of the party so acquiring including, but not limited to, any income, increments, accretions, or increases in value of such assets at any time thereto, whether due to market conditions or the services, skills or efforts of either party, and that all such property shall be kept separate and not commingled with joint or otherwise marital property. To the extent that any such property is commingled or not kept separate from marital property, it shall be deemed joint property. Any assets acquired by the parties jointly during the marriage by way of gift or inheritance from a third party shall be deemed joint property acquired during the marriage the distribution of which, in the event of the parties' separation or dissolution of marriage, shall be governed by Paragraph 14 hereof.

17. Interspousal Transfers, Devises and Bequests By and Between the Parties: Notwithstanding any provision herein contained to the contrary, any other rights acquired by either party by virtue of any transfer or conveyance of property between the parties during their lifetime, or by devises or bequests made by either party for the benefit of the other pursuant to a Last

Will and Testament, shall not be limited or restricted in any way.

18. Waiver of Right to Share in Retirement Benefits: The parties hereby waive, relinquish and release any and all claims and rights either may have ever had, presently has, or may in the future acquire, in and to any and all retirement benefits titled in the other party's individual name. Specifically, _____ waives, relinquishes and releases any and all claims and rights she may have in the past acquired or may in the future acquire in and to _____'s Civil Service Retirement Plan and agrees to execute any and all documents necessary to give full force and effect to this provision.

19. Attorney's Fees: The parties acknowledge, understand and agree that in the event of any court proceeding of and concerning their marital relationship or dissolution thereof, that each party shall pay and be responsible for payment of their own respective attorney's fees and all ancillary costs incurred in connection with any such proceeding.

20. Timing of Execution: The parties recognize and understand that this Agreement is being executed _____ days prior to their scheduled wedding date of _____. The parties acknowledge that each has had sufficient opportunity prior to executing this Agreement to consult with counsel, to reschedule the wedding date if necessary, and/or to not proceed with the marriage, but each nonetheless agrees that the timing of the execution of this Agreement relative to _____ has no effect upon their decision to execute same. Each party further waives their right to at any time in the future argue that they had insufficient time to make an informed and calculated decision to execute same. The parties further represent that this Agreement has been discussed between them for a period of _____ prior to the date hereof, and it is only as a result of their deliberations and thoughtful consideration of the provisions herein contained that the Agreement is being executed at this time.

21. Voluntary Execution: The parties each acknowledge and represent that this Agreement has been executed by them, and each of them, free from persuasion, fraud, undue influence, or economic, physical or emotional duress of any kind whatsoever asserted by the other or by other persons.

22. Independent Counsel: The parties acknowledge and represent that each has procured and has been advised as to all aspects of this Agreement by independent counsel of their own choice or has had ample opportunity to procure and seek the advice of counsel but has expressly waived that right. Each party is satisfied that they have freely negotiated the contents hereof free from the persuasion or influence of the other or any third party.

23. Incorporation of the Within Agreement: 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 the status of the parties' relationship is sought and shall, subject to the approval of the court, be incorporated in any order or judgment rendered in that action.

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

25. Validity and Enforceability of Agreement: The parties further agree that this contract is valid and enforceable in any action which may hereafter be commenced by either party which may require the use of this Agreement as evidence to demonstrate the parties' understanding of any issues addressed herein.

26. Severability: Should any provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall nonetheless continue in full force and effect, to the extent that the remaining provisions are fair, just and equitable.

27. Modification or Waiver: No modification or waiver of any terms of this Agreement shall be valid unless in writing and executed by the parties hereto.

28. Situs: The laws of the State of New Jersey shall govern the execution and enforcement of the within Agreement.

29. Necessary Documents: Each party shall, upon the request of the other, execute, acknowledge, and deliver any instruments appropriate or necessary to carry into effect the intentions and provisions of this Agreement.

30. Consideration: The consideration for this Agreement is the mutual promises herein contained and the marriage about to be solemnized. If the marriage does not take place, this Agreement shall be in all respects and for all purposes null and void.

31. 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.

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

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

34. Effective Date of Executory Provisions: The Executory provisions contained in this Agreement shall become effective at such time as the parties shall become legally separated pursuant

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.

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.

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.