

**Long Form Prenuptial Agreement—Another Form**

**PRENUPTIAL AGREEMENT**

**BETWEEN**

Patty Plaintiff

**— and —**

Danny Defendant

Dated:

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

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";

WHEREAS, the parties to this Agreement contemplate marriage to each other in the near future; and

WHEREAS, \_\_\_\_\_ is \_\_\_\_\_ years of age, with \_\_\_\_\_ children by a previous marriage, and \_\_\_\_\_ is \_\_\_\_\_ years of age, with \_\_\_\_\_ children by a previous marriage; and

WHEREAS, \_\_\_\_\_ presently has earnings, assets and financial obligations as more particularly set forth on Schedule A annexed hereto and made a part hereof; and

WHEREAS, \_\_\_\_\_ has earnings, assets and financial obligations as more particularly set forth on Schedule B annexed hereto and made a part hereof; and

WHEREAS, each party enters into this Agreement with full knowledge of the extent and approximate present value of the earnings, assets and financial obligations of the other, and of all the rights and privileges which would be conferred by law upon each party in the property and estate of the other by virtue of the consummation of the proposed marriage if this Agreement were not entered into; and

WHEREAS, the parties desire to fix, limit, and determine by this Agreement, insofar as permissible by law and pursuant to the New Jersey Uniform Premarital Agreement Act, N.J.S.A. 37:2-31 et seq., the interests, rights, and claims that will 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 and in full discharge, settlement, and satisfaction of any and all interests, rights, and claims that otherwise each might or could have, under the law, in and to the property and estate of the other, both before and after the other's death;

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and intending to be legally bound thereby, the parties agree as follows:

**1. Disclosure of Earnings, Assets and Financial Obligations.**

Each party hereby acknowledges that he or she has had the opportunity to ascertain, and is fully acquainted with and aware of, the earnings, assets and financial obligations of the other, as set forth in Schedules A and B attached, and that each has ascertained and weighed the facts, conditions and circumstances likely to influence his or her judgment in all matters embodied herein. \_\_\_\_\_ acknowledges that the information set forth on Schedule A annexed hereto is a complete list of his earnings, assets and financial obligations; and \_\_\_\_\_ acknowledges that the information set forth on Schedule B annexed hereto is a complete list of her earnings, assets and financial obligations.

**2. Understanding of Agreement by Parties and Representation of Each Party by Independent Counsel.** Each party acknowledges that he or she has given due consideration to and clearly understands and voluntarily consents to all the provisions of this Agreement. Each party further acknowledges that he or she has had the benefit of the advice of counsel of his or her own choice and is willing to accept the provisions of this Agreement, in lieu of all other rights each party might have in the absence of this Agreement. \_\_\_\_\_ acknowledges that he has consulted \_\_\_\_\_, Esq. and \_\_\_\_\_ acknowledges that she has consulted \_\_\_\_\_, Esq.

**3. Property Rights of Each Party.** Except as expressly provided in this Agreement, each party during his or her lifetime shall keep and retain sole ownership, enjoyment, control and power to dispose of all property of every kind and nature whatsoever now owned or hereafter acquired from any source whatsoever by such party, including but not limited to inheritances, gifts from third parties and inter-party gifts, and all increments and increases in value thereto, free and clear of any interest, rights or claims of the other party, including rights under the laws of community property, equitable distribution, or similar laws of any jurisdiction.

**4. Retirement Benefits.** Each party agrees that he or she shall have no claim upon any retirement benefits provided or accrued for the other party under any tax-qualified or non-qualified employee retirement plan, self-employed retirement plan or individual retirement account. Each party agrees to execute all waivers and consents that may be required under the federal Employee Retirement Income Security Act (ERISA), or any

amendment thereto, or any similar state or federal legislation, to signify such party's consent to the beneficiary designation made by the other party.

**5. Premarital Obligations and Liabilities.** Each party represents to the other that he or she has obligations and liabilities as set forth on Schedules A and B hereto, which shall be deemed the separate and sole obligation of the party having such obligation or liability, and shall be paid for and satisfied from that party's separate assets. Each party shall indemnify and hold the other harmless for his or her own debts.

**6. Rights of Children.** The parties understand that the provisions of this Agreement are not intended to govern or affect the rights of any children of the parties, and that the rights of such children shall be governed by applicable law.

**7. Waiver of Elective Share.** Pursuant to N.J.S.A. 37:2-34(e), each party hereby waives, relinquishes, and releases any and all rights he or she may have, as a surviving spouse, to claim an elective share in the estate of the deceased spouse pursuant to N.J.S.A. 3B:8-1 et seq., or any successor to that statute or any similar statute in another jurisdiction.

**8. Waiver of Right to Act as an Administrator or Administratrix or Executor or Executrix.** Unless the deceased party specifies otherwise in writing in a will or otherwise, each party waives, relinquishes and releases the right to act as an administrator or administratrix or executor or executrix of the other party's estate in case of death.

**9. Waiver of Dower, Curtesy, and Community Property Rights.** Each party hereby waives, relinquishes, and releases any and all rights, claims or demands of every kind, nature and description he or she otherwise might acquire or have at any time hereafter in any property whatsoever or against the estate of the other party by reason of the parties' marriage to each other, including rights under the laws of community property, or similar laws in any jurisdiction, or by reason of the party's status as the surviving spouse, whether by way of intestacy, dower or curtesy.

**10. Waiver of Equitable Distribution.** In the event of an annulment, a separation or a pending or final divorce between the parties, each party hereby irrevocably waives any right, interest, claim or demand for any property settlement of solely-owned property, including rights under N.J.S.A. 2A:34-23, the laws of community property, equitable distribution, or similar statutory or case law in any jurisdiction. If the parties own or acquire any property in joint names, and in the event of an annulment, separation or pending or final divorce, each party agrees that such jointly owned property shall be divided between them in proportion to their relative monetary contributions to the cost of such property.

**11. Waiver of Alimony, Maintenance, Support and Counsel**

**Fees.** Each party specifically waives and relinquishes all rights that he or she may now have or hereafter acquire under present or future laws of any jurisdiction to pendente lite or final alimony, maintenance or support upon termination of the marriage, whether by annulment, separation or divorce.

**12. No Restriction Upon Voluntary Transfers Between Parties.** Nothing in this Agreement shall prevent either party from transferring without consideration to the other, either during lifetime or by a testamentary instrument, any part or all of his or her property, and this Agreement shall not be construed as a waiver by the donee of the right to receive and retain any such transfer.

**13. Agreement Dependent and Effective Upon Marriage.** This Agreement shall become effective only when the contemplated marriage between the parties actually takes place, and if such marriage does not take place this Agreement shall be null and void in all respects.

**14. Entire Understanding.** This Agreement contains the entire understanding of the parties. Neither party has made any representations, warranties, promises, covenants, or undertakings, oral or otherwise, other than those expressly set forth herein.

**15. Effect Upon Successors.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, executors, administrators and assigns of the parties.

**16. 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.

**17. Governing Law.** This Agreement is made in New Jersey and shall be construed and given effect in accordance with the laws and decisions of New Jersey.

**18. Amendment, Modification or Waiver.** No amendment, modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed by the parties.

**19. Further Documents.** Each party agrees that he or she shall, on request, make, execute and deliver any and all deeds, releases, waivers, and other instruments, papers, or documents as the other party may reasonably require for the purpose of giving full effect to the covenants, provisions, promises and terms contained within this Agreement.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this Agreement on the day and year first above written.

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 Patty Plaintiff, 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:**

**PATTY PLAINTIFF**

**Date:**

**NOTARY PUBLIC**

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.