

## PRENUPTIAL AGREEMENT

This Prenuptial Agreement (the "Agreement") is entered on the date set forth below, by and between Joe Blow ("Joe") and Eggplant Jones ("Eggplant") in contemplation of their anticipated marriage. This agreement is separated into three sections: Recitals, Agreement and Exhibits. It will be effective as of the date of this agreement, and it is made for the following reasons and with reference to the following facts:

### 1 RECITALS

A. Joe and Eggplant are each presently unmarried. They state as a matter of law and fact that they are residents of the State of Nevada. Joe and Eggplant intend to be married to each other in the near future. Joe has two children, Henry Blow, of Reno, NV and Jane Doe, of Reno, NV, both adults. Eggplant has two children, Child 1, of Reno, NV and Child 2, also of Reno, NV, both adults.

B. Joe and Eggplant each have a sufficient base of knowledge and life experience from which they have drawn in settling upon the terms of this Agreement, and each understands the importance of its terms, conditions, and waivers. Joe and Eggplant have for several years before execution of this Agreement been self-sufficient in the management of their own individual finances, incomes and expenses. Neither party enters into this Agreement blindly, and each signs it only after careful negotiations and drafts of this document. This Agreement is for the purpose of neither party having to subject his or her respective independent financial position to the uncertainties that could or might occur as a result of laws, rules, or statutes governing the property

or estate of married people. The parties acknowledge that they enter this Agreement with the knowledge and understanding that the facts and circumstances that now exist may, and probably will, change from time to time throughout the marriage, that it is impossible to predict what those anticipated changes may be and that notwithstanding those anticipated changes this Agreement shall be binding and shall govern their rights and obligations arising out of their marriage.

C. Joe and Eggplant mutually desire and intend, by this Agreement, to:

- establish, determine, and settle between themselves all of their relative property rights and interests; including, without limitation, all rights of inheritance and their financial obligations relative to each other during the marriage;
- define all of their respective rights in any property that each now owns, and any property that either of them may acquire after marriage; and to
- avoid the acquisition of any interest either might acquire after marriage in income or property of the other incident to the contemplated marriage, except as expressly provided herein.

D. Each of the parties hereto recognize and acknowledge that this Agreement is a premarital agreement. Each of the parties hereto understand and acknowledge that the provisions of this Agreement shall prevail over provisions of law applicable in the absence of this Agreement. Therefore, for good and valuable consideration and in consideration of the mutual covenants hereinafter set forth and of the contemplated marriage of the parties, the parties hereto agree as follows:

## 2 AGREEMENT

Terms of Agreement:

W-Initial:.....

2

H-Initial:.....

## 2.1 SEPARATE PROPERTY

a. **Retention of Separate Property.** Except as otherwise specifically set forth in this Agreement, each party shall:

- retain the sole ownership of all of his or her respective separate property and neither party shall hereafter acquire any right, title, or claim in and to the separate property of the other;
- have the exclusive and absolute right to acquire separate property whether before or after marriage and to manage it.

b. **Definition of Separate Property.** Except as specifically set forth in this Agreement, Joe's "separate property" shall mean all of his right, title and interest, both legal and beneficial, in any and to any and all interest in the property identified on his summary of assets and liabilities which is attached as Exhibit "A." Except as specifically set forth in this Agreement, Eggplant's "separate property" shall mean all other right, title and interest, both legal and beneficial, in any and to any and all interest in the property identified on her summary of assets and liabilities which is attached as Exhibit B.

c. **Property Acquired During Marriage.** Except as specifically set forth in this Agreement, the term "separate property" shall include any property acquired by the parties respectively during the marriage, including, without limitation, their salaries, fees, royalties, and other forms of compensation earned by either party, including any income or compensation earned in any manner relating to the services or efforts provided on behalf of a party's separate property.

d. **Inheritances or Gifts from Third Parties.** Any property acquired during the marriage by either party by way of gift, bequest, devise or inheritance from a third party shall be deemed the separate property of the party receiving the gift.

e. **Presumption of Separate Property.** Except as specifically set forth in this Agreement, there shall be a presumption that all property:

- purchased with a party's separate property funds;
- titled in a party's name; or
- held in accounts titled in a party's name is that party's separate property.

All doubt in determining whether property is separate or joint property shall be resolved in favor of a finding that such property is separate property.

f. **Identification of Separate Property at Marriage.** Joe has a separate property estate, which is summarized in Exhibit "A" attached hereto and incorporated by reference. Except as specifically set forth in this Agreement, Joe shall retain, during the course of the marriage, as his separate property, the title, management and control of the separate properties now owned by him, whether real, personal or mixed, entirely free and unmolested by Eggplant and he may unilaterally encumber, sell, dispose, give, or provide by will for the disposition of any or all of these separate property assets.

Eggplant has a separate property estate, which is summarized in Exhibit "B" attached hereto and incorporated by reference. Except as specifically set forth in this Agreement, Eggplant shall retain, during the course of the marriage, as her separate property, the title, management and control of the separate properties now owned by her, whether real, personal or mixed, entirely free and unmolested by Joe and she may unilaterally encumber, sell, dispose, give, or provide by will for the disposition of any or all of these separate property assets.

Joe and Eggplant voluntarily and expressly waive any right to any other or further disclosure of the property or financial obligations of the other party beyond the disclosure provided during the negotiation of this Agreement. Neither of the parties is

relying upon any oral or implicit disclosure of property or financial obligation previously provided or that is in any way different from the disclosures provided during negotiations of this Agreement and the Exhibits attached hereto.

**g. Debt Obligations on Separate Property Interests.** All obligations (including principal and interest) incurred due to or as a consequence of the purchase, encumbrance, or hypothecation of the separate property of either Joe or Eggplant, whether real, personal, or mixed, and all taxes, insurance premiums, and maintenance costs of said separate property, shall be paid from such party's separate property income and from such party's separate property funds. No act of borrowing by a party shall create a community or joint interest in the funds borrowed or property acquired even if the other party is required to sign as an accommodation, unless title to the property acquired so states. In all cases the debtor shall defend and hold harmless the other party from the claims of any creditor.

## **2.2 MANAGEMENT OF SEPARATE PROPERTY INTERESTS**

**a. Community Efforts in Managing Each party's Own Separate Property Interests.** Joe and Eggplant acknowledge and agree that either or both of them may devote considerable personal time, skill, service, industry, and effort during their marriage to the investment and management of his or her separate property and the income therefrom. The parties agree that even though the expenditure of the other party's personal time, skill, service, industry, and effort might possibly constitute or create a community property interest, community property income, or community property asset in the absence of this Agreement, no such interest, income, or asset shall be created thereby, and any income, profit, accumulation, and appreciation in value of the separate property of Joe or Eggplant during the marriage shall be and remain entirely Joe's or Eggplant's (as the case may be) separate property.

**b. Community Efforts in Managing the Other Party's Separate Property Interests.** The parties acknowledge and agree that during their marriage, one party may choose to contribute considerable personal time, skill, service, industry, financial investment, monies, and effort to the investment and management of the other party's education, separate property, or income therefrom. The parties acknowledge and agree that

- even though any such contribution might constitute or create a community property interest, community property income, or a community property asset in the absence of this Agreement, by virtue of this Agreement, no such interest, income, or asset shall be created thereby and
- any such contribution shall not create any claim, right, lien, or interest whatsoever, in favor of the community or the party contributing to the other party's separate property of any income, profit, accumulation, and appreciation in value thereof during or after the parties' marriage.

## 2.3 DEBTS AND OTHER OBLIGATIONS

**Separate Debts and Expenses.** Except as specifically set forth in this Agreement, all debt and other obligations of Joe and Eggplant, no matter when incurred, shall remain the sole and separate obligations of each such party, and each such party shall indemnify and hold the other party harmless from liability thereof. Except as specifically set forth in this Agreement, each party's debt and other obligations shall be paid from each respective party's separate property income or separate property funds.

## 2.4 TAXES

a. During the marriage, each party shall file separate income tax returns and shall pay all of his or her income taxes from his or her separate funds. The parties shall indemnify and hold each other harmless from any and all tax liability, including; without limitation, interest or penalties, for which either party becomes obligated. The parties may file a joint return if they mutually agree. Such joint return shall not be evidence that any term of this Agreement is void or without effect. If a joint return is filed, separate wealth will be used to pay the share of the total tax and each party shall pay his or her share of the tax liability shown to be due on the return attributable to the separate property income or taxable gain of that party, if any. The shares of the tax liability shall be determined by calculating the proportion which each party's separate property income and gain bears to the total reported income and gain and then applying the respective proportions to the total tax liability. Provided, however, in no event shall the tax liability of either party exceed what would have been his or her tax liability on his or her separate property income had he or she filed a separate tax return. Any refund of tax that is specifically attributable to the separate property income of a party shall be allocated to such party on the above basis.

b. The parties acknowledge and agree that the filing of a joint tax return by the parties during the marriage shall not suggest or be construed as evidence that the parties have commingled their respective separate property or that they have abandoned the terms of this Agreement.

## 2.5 JOINT ACCOUNTS

The parties may set up joint accounts (checking and/or savings) and each may contribute any sums to such accounts as they desire. Monies contributed to these ac-

2.6 RIGHTS IN EVENT OF TERMINATION OF MARRIAGE BY ~~DEATH~~ AGREEMENT

counts will constitute community property to be spent on communal living expenses after deciding together.

**2.6 RIGHTS IN EVENT OF TERMINATION OF MARRIAGE BY DEATH**

- a. It is expected that the parties will live in Joe's Reno Nevada home, now situate at 1234 Fifth St..
- b. Both Joe and Eggplant intend to execute wills following their marriage, in which wills they will state their testamentary desires. Except as set forth in subparagraph 2.6c below, neither party has covenanted to make a will in favor of the other party.
- c. Joe shall, following the parties' marriage, execute a new will which shall include a provision devising unto Eggplant his property at 3456 Seventh St, Reno, NV.

**2.7 RIGHTS IN EVENT OF TERMINATION OF MARRIAGE BY DIVORCE**

Each party to this agreement has promised the other than in the event of a divorce, he or she will not seek alimony or support of any kind from the other.

**2.8 HEALTH INSURANCE**

Throughout the parties' marriage, Joe shall include Eggplant as an insured under his existing health insurance policy. All premiums needed to keep said health insurance policy in full force and effect shall be paid by Joe.

## 2.9 GENERAL TERMS

a. **Choice of Law.** This Agreement shall be interpreted, construed, and enforced under the laws of the State of Nevada, without regard to its principles of conflict of laws. Joe and Eggplant each acknowledge that they are executing this Agreement in accordance with Chapter 123 A of the Nevada Revised Statutes, commonly known as the "Premarital Agreement Uniform Act."

b. **Independent Counsel.** Each of the parties hereby acknowledges that he or she has had the free and fair opportunity to be represented by independent counsel of his or her own choosing. John White, Esq., White Law Chartered, 335 W. 1st St., Reno, NV 89503 has represented Joe. Farkwilliter Smith, 333 3rd St. Reno, NV, 89509 has represented Eggplant. Each of the parties has read this Agreement and is fully aware of the contents thereof and of its legal effect. The parties acknowledge that they fully understand that by signing this Agreement they are potentially giving up certain rights that might be acquired in property of the other by virtue of the marriage and that in spite of this effect, each freely and voluntarily enters into this Agreement and intends to be bound by the terms hereof. Each of the parties acknowledge that they have carefully read this Agreement and that they have had the opportunity to or have consulted with their respective attorneys.

c. **Voluntary Execution.** Joe and Eggplant each covenant, represent, and warrant to the other that each party has executed this Agreement voluntarily and free from fraud, duress, undue influence, or coercion.

d. **Binding Agreement.** This Agreement shall bind each of the parties hereto and their respective heirs, executors, assignees, administrators, and any other successors in interest.

e. **Partial Invalidity of Agreement.** If any provision of this Agreement shall be determined to be invalid or ineffective for any reason, all of the remaining provisions

of this Agreement shall nevertheless continue in full force and effect.

f. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and there have been no promises, representations, warranties, or undertakings by either Party to the other, oral or written, of any character or nature with respect to the subject matter hereof, except as set forth herein.

g. **Situs.** Joe and Eggplant currently reside in the County of Washoe, State of Nevada and the parties currently anticipate that they will continue to reside in the State of Nevada following their anticipated marriage. However, regardless of where the marriage of the parties occurs or where the parties may reside from time to time, the laws of the State of Nevada shall govern the execution and enforcement of this Agreement and this Agreement shall remain in full force and effect, regardless of the state or nation of any subsequent domicile or residence of either party.

h. **Effective Date.** This Agreement shall become effective only upon the marriage of the parties hereto. If such marriage does not take place, this Agreement, shall, in all respects, be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein above written.

\_\_\_\_\_  
Joe Blow  
DATED: September 23rd, 2013

\_\_\_\_\_  
Eggplant Jones  
DATED: Septemer 23rd, 2013

State of Nevada

ss.

County of Washoe

This premarital agreement was acknowledged before me on \_\_\_\_\_, by Joe Blow

\_\_\_\_\_  
Notary Public

APPROVED:

\_\_\_\_\_  
John White, Esq., Counsel for Joe Blow

State of Nevada

ss.

County of Washoe

This premarital agreement was acknowledged before me on \_\_\_\_\_ by Eggplant Jones.

\_\_\_\_\_  
Notary Public

APPROVED:

\_\_\_\_\_  
Farkwilliter Smith, Esq., Counsel for Eggplant Jones

### 3 EXHIBITS

#### Exhibit A –

##### Assets of Joe Blow

Asset	Fair market value
	\$1
	\$2
	\$3
	\$4
	\$5
	\$6
	\$7
	\$8
	\$9
	\$10
<b>TOTAL</b>	<b>\$11</b>

##### Liabilities of Joe Blow

Creditor	\$ Amount
None	None

**Exhibit B****Assets of Eggplant Jones**

Asset	\$ Fair Market Value
	\$1
	\$2
<b>TOTAL</b>	<b>\$3</b>

**Liabilities of Eggplant Jones**

Creditor	\$ Amount
	\$1
	\$2
	\$3
	\$4
<b>TOTAL</b>	<b>\$5</b>