consequences of entering into this Agreement. Both parties acknowledge that this Agreement is

her financial information regarding net worth, assets, income, holdings, liabilities and debts as set

forth in Exhibits A and B to this Agreement. Johnny’s financial information is set forth in Exhibit A

to this Agreement. Penny’s financial information is set forth in Exhibit B to this

Agreement. Johnny acknowledges receipt, review and understanding of Penny’s financial

information prior to signing this Agreement. Penny acknowledges receipt, review and

understanding of Johnny’s financial information prior to signing this Agreement.

**5. Legal Representation.** Johnny and Penny each acknowledge that they are represented by

separate and independent counsel. Johnny is represented by Bob Buchanan , located at 222 Law

Lane, 222 Law Lane, Virginia, 22222. Penny is represented by Stacy Lockhart, located at 333

Legal Ave, Norfolk, Virginia, 22222. Each party further acknowledges that they have been

advised by their attorney in the drafting and negotiating of this Agreement, in the rights that they

would have in the other’s property upon marriage were it not for this Agreement, and in the

**4. Disclosure.** The parties have made full, fair and reasonable disclosure to each other of his or

fair and reasonable and have chosen to freely and voluntarily enter into this Agreement.

**6. Premarital Property.** With respect to premarital property:

a. All of Johnny’s property listed in Exhibit A that is separately owned prior to the marriage

will remain as Johnny’s non-marital, separate and individual property during and after the

marriage. Any increase in the value relating to the separate property will also remain as the non-

marital, separate and individual property of Johnny. Johnny has the full right and authority to

manage, sell, gift, transfer or otherwise dispose of Johnny’s separate property.

b. All of Penny’s property listed in Exhibit B that is separately owned prior to the marriage will

remain as Penny’s non-marital, separate and individual property during and after the marriage.

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**Prenuptial Agreement** (Rev. 1339FFD)

together during the marriage, in the event the marriage is terminated.

State of Virginia

**Premarital Agreement**

This Agreement is entered into on this 16 day of June, 2016, by and between Johnny

Appleseed (hereafter referred to as “Johnny”) and Penelope Bucksworth (hereafter referred to as

“Penny”).

**1. Purpose.** The parties intend to marry each other on June 30, 2016 in Norfolk, Virginia. In

advance of their marriage, the parties wish to provide for their rights and obligations in and to

each other’s assets and property including that which each of the parties currently and separately

own, that which each will acquire separately during the marriage and that which both will acquire

Rev. 1339FFD

**2. Current Circumstances.** With respect to current circumstances:

a. Johnny currently resides at 123 Apple Lane, Norfolk , VA 22222. Johnny represents that

he or she was not previously married. Johnny has no children.

b. Penny currently resides at 111 River Run Street, Norfolk, VA 22222. Penny represents

that he or she was not previously married. Penny has no children.

c. After the date of marriage, the parties will reside at 123 Love Lane, 123 Love Lane, VA,

which is rented/leased by Johnny Appleseed, Penelope Bucksworth, in accordance with a

rental/lease agreement.

**3. Effective Date.** This Agreement will be effective on June 30, 2016, the date of marriage. If we

do not marry each other by such date, this Agreement will be null and void and its provisions

unenforceable.

**12. Taxes.** With respect to taxes:

a. All of Johnny’s pre-existing debts or obligations listed in Exhibit A that is Johnny’s sole

responsibility prior to the marriage and all of Penny’s pre-existing debts or obligations listed in

Exhibit B that is Penny’s sole responsibility to the marriage will be considered marital debt of

both Johnny and Penny.

b. In the event the marriage is terminated, the marital debt is subject to division

as determined by the jurisdiction whose law governs the construction of this Agreement.

**11. Debts Acquired During Marriage.** With respect to debts acquired during marriage:

a. All debts incurred by Johnny and Penny individually during marriage and all debts incurred

jointly under both Johnny and Penny will be treated as marital debt and owned equally

by Johnny and Penny or as otherwise designated in writing signed by both parties.

b. In the event the marriage is terminated, the marital debt is subject to division determined

by the jurisdiction whose law governs the construction of this Agreement.

**10. Premarital Debts.** With respect to premarital debts:

a. This Agreement does not waive either party’s right to report their income for federal or

state income tax purposes as spouses.

b. Federal gift tax laws and federal estate tax laws impacting the rights of spouses shall

continue to apply independent of this Agreement.

c. During their marriage, the parties may elect to jointly file federal and state income tax

returns, but this election shall not create any community property or any other rights or interests

unless otherwise intended by the provisions of this Agreement.

d. During their marriage, the parties may elect to file a joint income tax return, but each party

will continue to be liable for any and all taxes associated with their separate property.

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**Prenuptial Agreement** (Rev. 1339FFD)

terminated, ownership of the business and any appreciation in the value of the jointly owned

separate and individual property of Penny. Penny has the full right and authority to manage, sell,

gift, transfer or otherwise dispose of Penny’s separate property.

**7. Property Acquired During Marriage.** With respect to property acquired during marriage:

a. All assets, real property, and personal property earned, acquired and given

to Johnny and Penny individually during marriage and earned and acquired by both parties

through their joint efforts or given to both parties will be treated as marital property and owned

by Johnny and Penny or as otherwise designated in a writing signed by both parties.

b. In the event the marriage is terminated, the marital property is subject to division

as determined by the jurisdiction whose law governs the construction of this Agreement.

**8. Ownership of Business.** With respect to ownership of business:

b. Any business acquired by both parties through their joint efforts or given to both parties will

be treated as marital property and jointly owned by both parties. In the event the marriage is

Any increase in the value relating to the separate property will also remain as the non-marital,

business during the course of the marriage will be shared equally, or as otherwise designated in

writing signed by both parties.

**9. Waiver of Rights**. With respect to each party’s waiver of rights:

a. Johnny waives and releases any claims that he or she may acquire in the assets and

property of Penny as a result of the marriage for those assets and property owned prior to the

marriage.

b. Penny waives and releases any claims that he or she may acquire in the assets and

property of Johnny as a result of the marriage for those assets and property owned prior to the

marriage.

c. This waiver applies regardless of whether the property is considered marital or community

property by the jurisdiction whose law governs the construction of this Agreement.

the parties until the child or children reach the age of 18.

and Testament of the decedent.

c. The surviving spouse knowingly and voluntarily waives any right to a share in the

distribution of the estate of the decedent unless otherwise stipulated in the provisions of this

Agreement.

d. The Last Will and Testament of the decedent or applicable state laws shall control. Both

parties, however, understand and agree that they may name the other spouse as a beneficiary in

their Last Will and Testament, life insurance policy, or retirement plan. Such a transfer, bequest,

or designation takes precedence over any provisions of this Agreement.

**16. Children from Marriage.** If there is any child or children of the marriage between the parties,

this Agreement will not affect the rights of such child or children to support from either or both of

governed by the respective property deed unless otherwise stipulated in writing or in the Last Will

**16. Binding.** This Agreement will inure to the benefit of and be binding upon the parties, their

successors, heirs, executors, administrators, assigns and representatives.

**17. Severability.** In the event that any provision of this Agreement is held to be invalid, illegal or

unenforceable in whole or in part, the validity, legality and enforceability of the remaining

provisions shall not be affected and the remaining provisions shall be construed, to the extent

possible, to give effect to this Agreement without the inclusion of such invalid, illegal or

unenforceable provision.

**18. Governing Law.** The terms of this Agreement shall be governed by and construed in

accordance with the laws of Virginia, not including its conflicts of law provisions.

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**Prenuptial Agreement** (Rev. 1339FFD)

expenses. The regular household expenses include electricity, water, gas, telephone, while

**13. Housing Arrangements.** With respect to housing:

a. As stated above, the residence located at 123 Love Lane, 123 Love Lane, VA is

rented/leased by Johnny Appleseed, Penelope Bucksworth, in accordance with a rental/lease

agreement.

b. The rental/lease agreement will not be affected by this Agreement.

c. Both parties will be equally responsible for the rental/lease payments, home insurance

premiums, maintenance expenses, related to the residence.

**14. Household Expenses.** Both parties will be responsible for payment of household expenses.

The household expenses will be paid from a joint account funded by both parties. Johnny will

deposit \_\_\_\_\_\_\_\_\_\_ biweekly into the joint account. Penny will deposit 100% of his/her

income biweekly into the joint account. The funds in the joint account cover regular household

cellular phone, clothing, automobile, entertainment, are excluded.

**15. Disability.** If either party becomes partially or totally disabled, the caring party shall be

completely responsible for providing necessary care to the disabled party to the full extent of the

caring party’s capacity and ability.

**15. Death.** With respect to the death of one party:

a. If one party survives the death of the other, the surviving spouse shall receive the personal

residence, furniture, furnishings, and personal property of their spouse.

b. The surviving spouse understands and agrees that any right to the marital property will be

Witness Signature

voluntarily enter into this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Johnny Appleseed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Penelope Bucksworth

Signed in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

fair, have not been pressured or coerced into signing the Agreement and chosen to freely and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature

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**Prenuptial Agreement** (Rev. 1339FFD)

parties, whether oral or written, with respect to such subject matter.

are unable to resolve by themselves shall be resolved through mediation.

**20. Further Assurances.** At the written request of either party, the other party shall execute and

deliver such other documents and take such other actions as may be reasonably necessary to

effect the terms of this Agreement.

**21. Headings.** The section headings herein are for references purposes only and shall not

otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

**22. Entire Agreement.** This Agreement including all Exhibits attached hereto contains the entire

understanding between the parties and supersedes and cancels all prior agreements of the

**19. Dispute Resolution.** Any dispute arising out of or related to this Agreement that the parties

**23. Amendment or Revocation.** This Agreement may be amended or modified only by a written

agreement signed by both of the parties. This Agreement may be revoked if both parties sign a

written agreement before the presence of a notary public or other authorized official. Revocation

shall become effective when properly recorded as required by state and local laws.

**24. Signatures.** The signatures of the parties to this Agreement represent the parties

acknowledgement that they have been informed of their legal rights, given an adequate amount

of time to consider entering into this Agreement, read and understood the Agreement, agree with

the contents of the Agreement, had sufficient time to review the Agreement and believe it to be

proven to me to be the person whose name is subscribed to the within instrument.

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

)

) ss:

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

20\_\_\_, by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or satisfactorily

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Prenuptial Agreement** (Rev. 1339FFD)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

proven to me to be the person whose name is subscribed to the within instrument.

20\_\_\_, by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or satisfactorily

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

)

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

) ss:

)

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY ACKNOWLEDGEMENT:

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name

**Exhibit A**

[Attach first party's financial information regarding net worth, assets, income, holdings, liabilities

and debts and/or financial statement.]

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**Prenuptial Agreement** (Rev. 1339FFD)

**Exhibit B**

[Attach second party’s financial information regarding net worth, assets, income, holdings,

liabilities and debts and/or financial statement.]

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**Prenuptial Agreement** (Rev. 1339FFD)

assets, it can also shield one partner from the debts of

about what may occur in the future. If either partner

However, there are circumstances in which these

agreement like this can relieve stress and anxiety

applicable laws and certain requirements are followed.

are to be handled in the event the marriage ends. An

by the courts and be binding on the partners as long as

open discussion about how assets, separate and joint,

In many cases, a Prenuptial Agreement will be honored

The existence of one of these agreements fosters

**ARE THEY ALWAYS BINDING?**

the other partner.

agreements or certain provisions within it are determined

assets in the event the marriage ends.

acquired jointly by the couple. In addition to protecting

future conflict or confusion regarding division of their

separate the personal assets from the shared assets

- If either or both partners prefer to avoid potential

protect the personal assets of both parties as well as

high increase in income.

of security when entering into a marriage. It can

- If either or both partners expect an inheritance or a

Prenuptial Agreements can give both parties a sense

assets and want those assets to remain separate.

to declare all of their assets during the creation of the

**Prenuptial Agreement** (Rev. 1339FFD)

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different attorney to represent you and your partner.

well as vehicles, furniture, jewelry or other items.

agreements with the help of legal professionals, a

businesses, investments, income and inheritances as

agreements, it may be beneficial to create these

division of those assets. This may include properties,

agreement. Due to the significant nature of these

acquired separately or jointly during marriage, and the

acquired or will earn or acquire a significant amount of

of the partners' separate premarital assets, assets

discounted if it violates existing law or if either party failed

Prenuptial Agreements typically address the treatment

and void. Certain terms in the agreement may be

the wedding, then the agreement is likely to be found null

**WHAT YOU CAN INCLUDE**

under duress by one of the partners or signed right before

proven that the agreement was signed involuntarily or

Agreement can be used to provide for such children.

to be invalid and unenforceable. For example, if it can be

already has children prior to this marriage, a Prenuptial

depending on the laws of the state, provisions

A Prenuptial Agreement is a type of legal contract made

A Prenuptial Agreement is suitable for any couple

**WHAT IS A PRENUPTIAL AGREEMENT?**

**AGREEMENT?**

**WHO SHOULD HAVE A PRENUPTIAL**

and protect your assets and estates.

you and your partner to determine your financial future

rights are prohibited from Prenuptial Agreements.

by the courts and existing law. This agreement allows

regarding child support, child custody or child visitation

your assets are divided rather than let it be decided on

about to enter into a legal marriage regardless of the

has been created by the two of you would dictate how

payments may be included in Prenuptial Agreements

If the marriage were to end, such an agreement that

While provisions regarding alimony or spousal support

partner may want to consider a Prenuptial Agreement.

If you are planning on getting married, you and your

assets and liabilities on a Prenuptial Agreement.

open and honest with each other and fully disclose all

**GENERAL INSTRUCTIONS**

It is very important that both parties are completely

typically includes a description of the partners' separate

**WHY YOU SHOULD CONSIDER HAVING ONE**

- If either or both partners previously earned or

relationships.

enter into the agreement freely and voluntarily.

- If either partner has children from previous

sufficient time to consider the agreement and want to

- If one partner has a high amount of personal debt.

document to be valid, both parties must have had

partner.

and joint assets and the division of such assets. For this

- If one partner has greater wealth than the other

**Prenuptial Agreement** (Rev. 1339FFD)

marriage. They may be especially desirable if:

divorce, annulment, separation or death. The agreement

that may be later acquired together during the

partner in the event the marriage is terminated due to

division between their personal assets and joint assets

set out the financial rights and responsibilities of each

suitable for those who want to have a clearly defined

under the laws of their state. This contract is designed to

couple's financial background, but it is particularly

between two people before they are officially married