

FLORIDA PRENUPTIAL AGREEMENT

(Prenuptial Agreement) — Prepared under Fla. Stat. § 61.079, the Florida Uniform Premarital Agreement Act

I. THE PARTIES AND INTENT TO MARRY

This Premarital Agreement ("Agreement") is entered into in contemplation of the forthcoming marriage of the two individuals identified below (each a "Party" and together the "Parties"). The Parties intend for this Agreement to become effective automatically, without any further act by either Party, upon the solemnization of their marriage to one another, and acknowledge that the marriage itself is sufficient consideration for this Agreement under Florida law.

Date of this Agreement: _____

First Party (full legal name): _____

Second Party (full legal name): _____

If the Parties do not marry, this Agreement shall be void and of no effect.

II. SEPARATE PROPERTY OWNED BEFORE MARRIAGE

Except as this Agreement otherwise provides, all property — real or personal, tangible or intangible — that a Party owns or holds an interest in as of the date of the marriage remains that Party's separate property after marriage, together with any appreciation, income, or proceeds it generates, free from any claim by the other Party upon divorce, legal separation, or death.

First Party's separate property owned before marriage (describe, or attach a schedule):

Second Party's separate property owned before marriage (describe, or attach a schedule):

III. PROPERTY AND EARNINGS ACQUIRED DURING THE MARRIAGE

The Parties agree that property and earnings acquired during the marriage — including wages, bonuses, commissions, retirement contributions, dividends, and investment income — shall be owned as follows (check one):

- ☐ Separately. Property and earnings acquired by a Party during the marriage remain that Party's separate property, regardless of which Party's efforts produced them.
- ☐ Jointly. Property and earnings acquired by either Party during the marriage are treated as owned jointly by both Parties, regardless of whose name they are held in.

IV. DEBTS AND LIABILITIES

A. Debts incurred before the marriage

- ☐ Each Party remains solely responsible for debts and liabilities incurred in that Party's own name before the marriage.

B. Debts incurred during the marriage

- ☐ Each Party is solely responsible for debts incurred in that Party's own name during the marriage.
- ☐ Debts incurred during the marriage for the joint benefit of both Parties are shared equally, regardless of whose name the debt is held in.

Each Party agrees to indemnify and hold the other Party harmless from any debt that Party incurs in violation of this Section, including reasonable attorney's fees incurred to enforce this indemnification.

V. BANK ACCOUNTS

- ☐ Each Party keeps separate bank accounts, and funds in an account remain the sole property of the Party who holds it.
- ☐ Each Party keeps separate bank accounts and the Parties additionally establish one or more joint accounts, funded and used for shared household expenses.
- ☐ The Parties consolidate their accounts into joint accounts owned equally by both Parties.

VI. THE MARITAL RESIDENCE

- ☐ The Parties do not currently own a residence, separately or together.
- ☐ The Parties own or intend to acquire a residence at the address below.

Property address: _____

Title is held by: ☐ First Party ☐ Second Party

☐ Both Parties jointly.

In the event of divorce, the residence described above shall be awarded to (check one):

- ☐ First Party ☐ Second Party
- ☐ Retained jointly, subject to further written agreement of the Parties.

VII. SPOUSAL SUPPORT

- ☐ Neither Party will request or accept spousal support (alimony) from the other in the event of divorce, to the fullest extent this waiver is enforceable under Florida law.
- ☐ Spousal support will be payable on the terms below.

Paying Party: ☐ First Party ☐ Second Party

Receiving Party: ☐ First Party ☐ Second Party

Amount: \$ _____ Per: _____

Duration or terminating event (e.g., a fixed term, or until remarriage/death): _____

This Section is subject to Fla. Stat. § 61.079(7)(b), under which a court may decline to enforce a spousal-support waiver or limitation if enforcement would leave a Party eligible for public assistance at the time of the divorce.

VIII. LIFE INSURANCE AND RIGHTS AT DEATH

The Parties may agree to waive certain statutory rights that a surviving spouse would otherwise hold in the other's estate under Florida law, such as the elective share, intestate share, homestead allowance, exempt property, or family allowance (check one):

- ☐ Each Party waives the statutory surviving-spouse rights described above, to the extent permitted by Fla. Stat. § 732.702.
- ☐ The Parties do not waive any such statutory rights; each Party's rights under Florida probate law remain unaffected by this Agreement.

IMPORTANT: A waiver under Fla. Stat. § 732.702 is effective only if the waiving Party's signature is made in the presence of two subscribing witnesses. If the waiver box above is checked, both Parties must also complete the Two Subscribing Witnesses page at the end of this Agreement.

Life insurance (optional — describe any policy either Party agrees to maintain naming the other as beneficiary, and on what terms):

IX. FINANCIAL DISCLOSURE

- ☐ Each Party waives the right to any further disclosure of the other Party's property or financial obligations beyond what has already been exchanged.
- ☐ The Parties have exchanged the financial disclosures described below.

First Party's assets and debts disclosed (describe, or attach a schedule):

Second Party's assets and debts disclosed (describe, or attach a schedule):

Under Fla. Stat. § 61.079(7)(a)3, a court may decline to enforce this Agreement if it was unconscionable when executed and the Party challenging it did not receive a fair and reasonable disclosure of the other Party's property or financial obligations, did not voluntarily and expressly waive the right to such disclosure in writing, and did not otherwise have adequate knowledge of them.

X. CHILD SUPPORT IS NOT AFFECTED

Nothing in this Agreement affects, limits, or waives the right of any child of either Party to receive child support. Fla. Stat. § 61.079(4)(b) prohibits a premarital agreement from adversely affecting a child's right to support, and this Agreement shall be read consistently with that limitation in every respect.

XI. AMENDMENT AND REVOCATION AFTER MARRIAGE

After the Parties marry, this Agreement may be amended, revoked, or abandoned only by a written agreement signed by both Parties, consistent with Fla. Stat. § 61.079(6). No additional consideration is required for an amendment, revocation, or abandonment to be effective.

XII. EFFECTIVE DATE

This Agreement becomes effective automatically upon the marriage of the Parties to one another, consistent with Fla. Stat. § 61.079(5).

XIII. VOLUNTARY EXECUTION AND ENFORCEABILITY

By signing below, each Party acknowledges that he or she:

- is entering into this Agreement voluntarily, and not as a result of fraud, duress, coercion, or undue influence;
- has had a reasonable opportunity to review this Agreement before signing it;
- has received, or knowingly and voluntarily waived, a fair and reasonable disclosure of the other Party's property and financial obligations, as described in Section IX;
- has read, understands, and agrees to be bound by every provision of this Agreement; and
- was advised of the right to independent legal counsel described in Section XIV.

Under Fla. Stat. § 61.079(7)(a), a court will not enforce a premarital agreement if the Party against whom enforcement is sought proves that the Agreement was not executed voluntarily, was the product of fraud,

duress, coercion, or overreaching, or was unconscionable when executed together with the disclosure circumstances described in Section IX.

XIV. RIGHT TO INDEPENDENT LEGAL COUNSEL

Each Party has been advised, and acknowledges, that he or she has the right to seek the advice of independent legal counsel before signing this Agreement.

- ☐ Each Party either consulted independent legal counsel of his or her own choosing before signing this Agreement, or knowingly and voluntarily waived that opportunity.

A Party who wishes to document that independent counsel was consulted may use the optional Attorney Consultation Acknowledgment page at the end of this Agreement.

XV. GENERAL PROVISIONS

A. Severability

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions remain in full force and effect and are not affected, impaired, or invalidated.

B. Governing Law

This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Florida.

C. Entire Agreement

This Agreement contains the entire understanding of the Parties regarding the matters addressed in it and supersedes any prior agreement or understanding between them on those matters.

D. Additional terms (optional):

XVI. SIGNATURES

This Agreement is signed by the Parties below. Florida law does not require this Agreement to be witnessed or notarized unless the estate-rights waiver in Section VIII is used (see Section VIII above). The Parties may nonetheless choose to have it witnessed and notarized as additional evidence of voluntary execution.

First Party's Signature: _____ **Date:** _____
Print Name: _____

Second Party's Signature: _____ **Date:** _____
Print Name: _____

TWO SUBSCRIBING WITNESSES

Complete this page only if the estate-rights waiver in Section VIII was checked. Fla. Stat. § 732.702 requires that a waiver of the surviving-spouse rights described in that Section be signed by the waiving Party in the presence of two subscribing witnesses.

We, the undersigned witnesses, each declare that the Parties signed this Agreement in our presence, that they appeared to do so willingly and knowingly, and that, to the best of our knowledge, each Party was at least eighteen (18) years of age and of sound mind at the time of signing.

First Witness's Signature: _____ **Date:** _____

Print Name: _____

Second Witness's Signature: _____ **Date:** _____

Print Name: _____

NOTARY ACKNOWLEDGMENT

This acknowledgment is optional under Fla. Stat. § 61.079(3), which does not require notarization for an ordinary premarital agreement. Complete it only if the Parties choose to have this Agreement notarized.

State of Florida, County of: _____

The foregoing instrument was acknowledged before me by means of the option checked below:

☐ Physical presence ☐ Online notarization

Date of acknowledgment: _____

Name(s) of person(s) acknowledging: _____

Signer(s) are: ☐ personally known to me ☐ identified by the ID described below

Type of identification produced: _____

Notary Public — Signature: _____

Print, Type, or Stamp Name of Notary Public: _____

My commission expires: _____

ATTORNEY CONSULTATION ACKNOWLEDGMENT (OPTIONAL)

Complete a block below only for a Party who consulted independent legal counsel before signing this Agreement, as described in Section XIV.

First Party's Attorney

Attorney's name: _____

Licensed in the State of: _____ Date of consultation: _____

I certify that I am a licensed attorney and that the above-named Party sought and received legal consultation regarding this Agreement, separate from the other Party, and that this Party's rights and obligations under it were explained.

Attorney's Signature: _____ **Date:** _____

Print Name: _____

Second Party's Attorney

Attorney's name: _____

Licensed in the State of: _____ Date of consultation: _____

I certify that I am a licensed attorney and that the above-named Party sought and received legal consultation regarding this Agreement, separate from the other Party, and that this Party's rights and obligations under it were explained.

Attorney's Signature: _____ **Date:** _____

Print Name: _____