

Contract Template

Prenuptial Agreement

Disclaimer: Templates do not constitute any form of legal advice, and the User is at all times encouraged to request external specific legal advice in respect of the execution of legal documents.

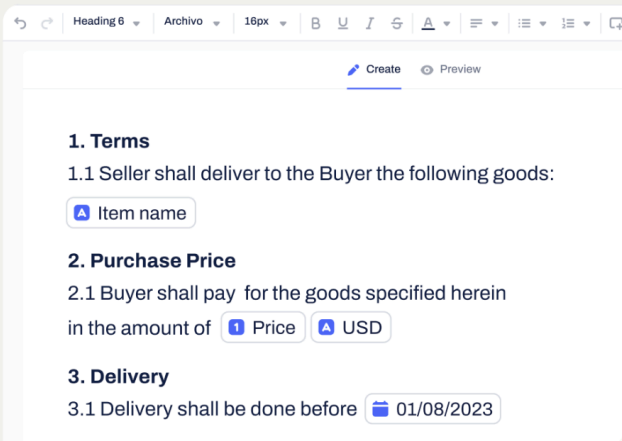


**There's a better way to deal
with your contracts**

Create & Send with Contractbook

Ditch the PDF back and forth! Send your contract with Contractbook to **stay on top** of renewals, deadlines, and obligations with automatic reminders, tasks, and more.

Create



The 'Create' interface shows a document editor with a toolbar at the top. The document content is as follows:

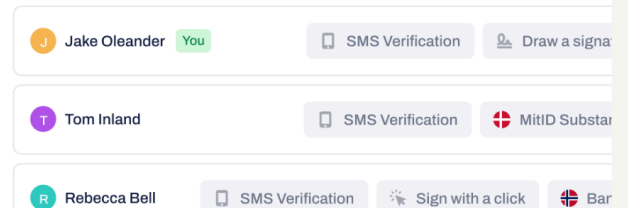
1. Terms
1.1 Seller shall deliver to the Buyer the following goods:

2. Purchase Price
2.1 Buyer shall pay for the goods specified herein in the amount of

3. Delivery
3.1 Delivery shall be done before

Send

Set the signature



The 'Send' interface shows a list of users with signature options:

- Jake Oleander (You):
- Tom Inland:
- Rebecca Bell:

Send for signatures

THIS PRENUPTIAL AGREEMENT (the “Agreement”) effective from [dd] [month] [yyyy] (the “Effective date”) is entered into

BETWEEN:

1. [insert husband name] (hereinafter referred to as “the Husband”), having its registered domicile at [insert address],

AND:

2. [insert wife name] (hereinafter referred to as “the Wife”), having its registered domicile at [insert address].

The Husband and the Wife shall be referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WHEREAS, The Parties intend for this Agreement to become effective upon their marriage (the “Marriage”) pursuant to the laws of [insert jurisdiction].

WHEREAS, The Parties are each desirous of formalizing their respective financial and legal rights, obligations, liabilities and property right arising from their Marriage;

WHEREAS, both the Parties wish to evidence their contract in writing to set forth their rights and obligations under the Agreement; and

WHEREAS, the Parties have the capacity and are authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE

1.1. The Parties intend for this Agreement to become effective upon their Marriage.

1.2. The Parties wish to enter into this Agreement to provide guidance as to the status, ownership, and division of both current and future property between them.

1.3. The Parties further wish to describe their respective rights and liabilities that may arise as a result of this relationship.

1.4. The Parties acknowledge and agree that in case of future disagreements or disputes between them, they intend that the distribution of any property that either or both of them

own shall be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue applicable legislation, will not apply to them.

1.5. The Parties acknowledge that they have been provided with a reasonable period of time to review this Agreement prior to signing.

1.6. The Parties declare that they have had the opportunity to retain their own lawyers to obtain independent legal advice regarding the terms of this Agreement.

1.7. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any rights to further disclosure of property or financial obligations of each other beyond the disclosure that has already been provided.

1.8. Each Party agrees and affirms the following:

- a) The Parties both executed this Agreement voluntarily and of their own free will;
- b) This Agreement was not unconscionable when executed;
- c) Prior to the execution of this Agreement, both Parties were provided with a fair and reasonable disclosure of the property and/or financial obligations of the other Party;
- d) The Parties have, or reasonably could have had, adequate knowledge of the property and/or financial obligations of the other Party; and
- e) The Parties entered into this Agreement freely and under no duress or undue influence on their decision to enter into the Agreement by the other Party.

1.9. The Parties acknowledge that this Agreement will remain in force upon termination of the Marriage, whether by divorce, death, or otherwise.

2. SEPARATION OF PROPERTY

2.1. The Parties agrees and acknowledges that this Agreement will govern the determination of ownership of property that may occur in the future due to the Parties separating or upon the death of a Party.

2.2. Except as otherwise provided in this Agreement, any property owned individually by the Parties before the Marriage shall be regarded as separate property after the Marriage is

concluded. This property includes the following:

- a. All property, including real or personal property, the income from such property, and the investments and re-investments of such property; and,
- b. All property acquired by either Party by gift, devise, bequest, or inheritance

2.3. Neither Party shall, before or after the Marriage is concluded, acquire for themselves, nor for their assignees or creditors, any interest in the separate property of the other Party, nor any right to use, control, benefit, or dispose of such property without the consent of the owning Party.

2.4. Each Party shall have the right, at all times, to dispose of or encumber any or all of their separate property by deed, sale, gift, trust, will, mortgage, lien, or any other form of encumbrance without limitation, merely upon their own individual signature or act without the necessity of action or consent by the other Party.

2.5. In situations wherein a Party (the "Owner") dealing with their own separate property needs or desires the other Party (the "Non-Owner") to sign a document for the apparent purpose of relinquishing any right to the property arising solely because of the marital relationship, the Non-Owner agrees to sign any such documents solely for the above purpose. The signing of such a document shall not impose any personal liability nor rights to the property upon the Non-Owner.

2.6. All future jointly acquired or jointly held property and the currently jointly owned property described below, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property (the "Shared Property"):

- (i) [\[insert shared property\]](#)
- (ii) [\[insert shared property\]](#)

2.7. In the event of the Parties separating or upon the death of a Party, all Shared Property will be deemed to be owned equally and each Party will be entitled to fifty percent (50%) of the net equity of the property, regardless of the initial or ongoing proportion of each Party's investment, unless the Parties have agreed otherwise in writing.

3. MATRIMONIAL PROPERTY RELEASE

3.1. The Parties covenant and agree that they are aware of the equitable division laws of [\[insert relevant law\]](#), and that it is their intention that these laws will not apply to the status,

ownership, interest, and division of their property, either jointly or separately owned, nor to their future property, whether real or personal, and owned by either one or both of them.

3.2. The Parties covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the equitable division laws of [\[insert relevant law\]](#) and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

4. MARITAL EARNINGS

4.1. All earnings, salaries, commissions, income, pension, stock, stock options, or other employee benefits resulting from personal services or labor of either party shall be and remain the sole and separate property of the earning Party. Each Party voluntarily relinquishes all of their interest in such property of the other.

4.2. Each of the Parties understands that if not for this Agreement, such earnings would be considered joint property, and that by this Agreement, such earnings during the Marriage are made the separate property of the person who earned them.

4.3. It is expected that the earnings described in this Agreement may be used for joint household expenses or other joint purposes. Such use shall not be construed to imply joint ownership of the earnings.

5. DEBTS

5.1. The Parties affirm that this Agreement will govern any determination of responsibility for debts that may occur in the event of the Parties separating or upon the death of a Party.

5.2. Except as otherwise provided in this Agreement, any debt incurred by either of the Parties prior to the Marriage shall remain separate debt owed only by the Party who originally incurred it.

5.3. All future jointly acquired or jointly held debts, however and whenever acquired, will remain debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts").

5.4. In the event of the Parties separating or upon the death of a Party, all Shared Debts will

be deemed to be equally the responsibility of both Parties and each Party will take on fifty percent (50%) of the Shared Debt of the Parties.

5.5. Each Party shall pay and be responsible for all debts incurred by the Party prior to the Effective Date of this Agreement from that Party's Separate Property. Further, each Party agrees to indemnify the other for any damages or losses incurred by the other Party related to his or her debts existing prior to the Effective Date of this Agreement.

6. JOINT EXPENSES

6.1. Each Party agrees to contribute an equal amount towards paying for the joint expenses.

6.2. Joint expenses include the following:

- (i) [\[insert joint expenses\]](#)
- (ii) [\[insert joint expenses\]](#)
- (iii) [\[insert joint expenses\]](#)

6.3. Nothing in this Agreement shall limit the obligation of each Party to contribute such further amounts as are reasonable and necessary from time to time for the above purposes.

7. TAXES

7.1. Nothing in this Agreement shall be construed as waiving any rights of the Parties to report their income for income tax purposes in the same manner as permissible for any other spouses, any rights provided for spouses under the gift tax laws with reference to gifts, or any rights under the estate tax laws with reference to any transfer to which such laws may apply.

7.2. If the Parties elect to file income tax returns on a joint, rather than on a separate, return with the other, this election shall not create any community property or any other rights or interests in contravention of this Agreement.

7.3. If the Parties elect to file a joint income tax return during their marriage, each shall be liable for any and all taxes associated with their separate property, if applicable.

8. CHILDREN

8.1. The Parties hereby agree that children of the Marriage (whether biological or adopted) shall have no effect on the terms of this Agreement and nothing in this Agreement shall affect the rights of the children to support.

8.2. In the event the Parties separate or divorce, the Parties agree to a joint legal custody arrangement for any children born of their relationship together, with both parents being given the right and responsibility to decide matters of welfare, education, and health in the child's best interests.

9. LEGAL DISABILITY

9.1. Each party waives any right to serve as conservator of the person or property of the other in the event of legal disability.

9.2. This waiver also shall prevent a party from asserting a claim for support and maintenance to be paid from the property of the other party while the other party is legally disabled.

10. DIVORCE

10.1. In the event of divorce or legal separation, neither party shall assert a claim for alimony or make a claim on separate or marital property owned by the other Party during the Marriage.

10.2. This provision shall not apply to any property which is jointly owned during the Marriage.

10.3. In the event of a separation or divorce, the Parties agree that all Separate Property shall subsist and continue as the sole property of the relevant party. Each Party hereby waives, releases and relinquishes any and all rights whatsoever, whether arising by common or statutory law (present or future) to the other Party's Separate Property.

10.4. In the event of separation or divorce, all property acquired after Marriage which is jointly owned shall be subject to division, either by agreement or judicial determination.

10.5. Each Party hereby waives, releases and relinquishes any and all rights whatsoever, whether arising by common or statutory law (present or future) to spousal alimony, maintenance or other allowances incident to divorce or separation.

11. DEATH

11.1. Upon the death of either or both of the Parties, it is agreed that the other Party shall make no claim against or assert any right to a share in the probate estate of such deceased Party.

11.2. The rights and claims waived by this paragraph include those as an omitted spouse or under the intestate succession laws.

11.3. Nothing in this paragraph shall be construed as restricting the ability of a surviving spouse to be a beneficiary of the deceased spouse as a named beneficiary under a valid last will executed by said deceased spouse, nor does this paragraph waive the right of surviving spouse to make a claim against the estate of deceased spouse as a creditor, a claimant for breach of contract, a tort claimant, or to dispute the ownership of property also claimed by the estate.

12. SPECIFIC GIFTS

12.1. Nothing contained in this Agreement shall be deemed to constitute a waiver by either party of any gifts that the other may make during lifetime or at death to or for the benefit of the other Party.

12.2. This Agreement shall not limit the right of either Party to make such transfers of property to the other as he or she may wish during their respective lifetimes, or by will, or to acquire property jointly or in any other form of ownership.

12.3. No term of this Agreement shall preclude either Party from making lifetime gifts to the other. Any such gift will not be construed as varying the terms of this Agreement or as evidencing any intention for this Agreement to be so varied.

13. INDEPENDENT CONSULTANT

13.1. In negotiating and understanding the terms of this Agreement, each of the Parties acknowledges that it has been represented by an independent counsel of its own choosing.

13.2. Each Party has read this Agreement, and its respective attorney has explained the meaning and legal consequences of the Agreement.

14. Intention of the Parties

14.1. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

15. GOOD FAITH

15.1. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

16. FURTHER DOCUMENTATION

16.1. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

17. NOTICES

17.1. All notices given under this Agreement must be in writing.

17.2. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either Party, to such other Party, address or facsimile number as such party may designate upon reasonable notice to the

other Party.

17.3. Such notices shall be effective upon receipt of a written acknowledgment by the Party to which notice is given.

18. DISPUTE RESOLUTION

18.1. The Parties shall exhaust all effort to amicably settle any dispute which may arise pertaining to the implementation of this Agreement.

18.2. If any dispute arises under this Agreement, the Parties shall negotiate in good faith to settle such dispute.

18.3. If the Parties cannot resolve such disputes themselves, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediation or arbitration in [\[insert jurisdiction\]](#).

18.4. Any costs and fees other than attorney fees associated with the mediation or arbitration will be shared equally by the Parties.

18.5. If the dispute is not resolved within [\[insert number of days\]](#) business days after it is referred to the mediator or arbitrary, any party may take the matter to court. If any court action is necessary to enforce this Agreement, the prevailing Party will be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the Party may be entitled.

19. GOVERNING LAW AND JURISDICTION

19.1. The validity, interpretation, and enforcement of this Agreement, matters arising out of/or related to this Agreement or its making, performance or breach, and related matters shall be governed by and construed in accordance with the internal laws of [\[insert a country's law\]](#) excluding its conflict of laws rules.

19.2. Any legal action or proceeding concerning the validity, interpretation, and enforcement of this Agreement, matters arising out of/or related to this Agreement or its making, performance or breach, or related matters shall be brought to the competent jurisdiction located in the [\[insert relevant jurisdiction\]](#).

19.3. The courts of the [\[insert relevant jurisdiction\]](#) shall have exclusive jurisdiction over any disputes.

20. SEVERABILITY

20.1. Each of the paragraphs contained in this Agreement is unique and severable.

20.2. In the event that any section, provision or part of this Agreement shall be held to be invalid or unenforceable for any reason, the Parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, shall continue to be valid and enforceable and further agree to substitute for the invalid provision a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

20.3. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignability and Parties of Interest

21.1. No Party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other Party.

21.2. Nothing in this Agreement, express or implied, will confer upon any person or entity not a party to this Agreement, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this Agreement, except as expressly provided in this Agreement.

22. ENTIRE AGREEMENT

22.1. This Agreement sets forth the entire Agreement and understanding between the Parties for the purpose hereof, and there are no other promises or conditions in any other agreement whether oral or written.

22.2. This Agreement supersedes any prior written or oral agreements between the Parties.

22.3. Neither of the Parties shall be bound by any prior or contemporaneous conditions, definitions, warranties, understandings, or representation with respect to such purpose other than expressly provided herein.

22.4. This Agreement shall not be modified or changed in any manner except if mutually agreed upon through any written amendment or instrument signed by each of the Parties.

23. DECLARATION

23.1. The Parties hereby understand and expressly agree to the provisions laid down in the present Agreement and in good faith, undertake that both Parties shall follow the terms of this Agreement in good conscience in order to secure better growth of both the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Prenuptial Agreement to be executed as of the date stated above.

Your report is ready

Summary

Key Terms and Overview of Plant and Flowers Logistics Warehouse Lease

This commercial lease agreement is between Bredford Family & Friends (Landlord) and Plant and Flowers Logistics (Tenant) for a 5,000 square foot warehouse space located at 19141 Pine

[Read full summary](#)

Key Data Fields

Every contract is built on data. [Learn more](#) →

Base Rent

Operating Cost

Security Deposit

Late Charge

Square Footage of Premises

Potential risks

Key Risks in Plant and Flowers Logistics Warehouse Lease

A potential risk is the environmental restrictions prohibiting storage or use of hazardous materials, which could impact Tenant's operations if they use any chemicals/pesticides. Another

[Read full report](#)

Important dates in the contract

We've discovered these dates that might be relevant for you:

Commencement Date

March 1, 2018

Manually reviewing contracts is tedious, error-prone, and (let's be honest) boring. Let us do the hard work for you.

Our AI Insights tool scans, analyzes, and summarizes your contracts for risks, dangers, and important dates, enabling you to make better decisions.

[Try Contract Insights for Free](#)

