

CALIFORNIA PRENUPTIAL AGREEMENT SAMPLE TEMPLATE

LEGAL DISCLAIMER

*This document is provided for informational and educational purposes only. It is a general template designed to illustrate the typical structure and essential clauses of a California prenuptial agreement. This template does not constitute legal advice and should not be used as a substitute for consultation with a qualified California family law attorney. Every couple's financial situation is unique, and prenuptial agreements must comply with strict California legal requirements to be enforceable. **Do not use this template to create your own prenuptial agreement without independent legal counsel for both parties.***

PREMARITAL AGREEMENT

This Premarital Agreement ("Agreement") is entered into on this ____ day of _____, 20, by and between:

Party A: [Full Legal Name]
Residing at: [Complete Address]
Date of Birth: [MM/DD/YYYY]

AND

Party B: [Full Legal Name]
Residing at: [Complete Address]
Date of Birth: [MM/DD/YYYY]

(Collectively referred to as "the Parties")

RECITALS

WHEREAS, the Parties are engaged to be married and plan to solemnize their marriage in the State of California on or about _____, 20;

WHEREAS, the Parties wish to enter into this Premarital Agreement in contemplation of marriage to define their respective rights and obligations regarding property, assets, debts, and spousal support;

WHEREAS, each Party acknowledges that they enter into this Agreement freely, voluntarily, and without coercion, duress, or undue influence;

WHEREAS, each Party has been advised to retain, and has had the opportunity to consult with, independent legal counsel regarding this Agreement;

WHEREAS, each Party has made full, fair, and complete disclosure of all assets, debts, income, and financial obligations, as detailed in the attached Exhibits;

WHEREAS, each Party has received a complete copy of this Agreement at least seven (7) calendar days prior to the date of execution, as required by California Family Code Section 1615(c)(2);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: IDENTIFICATION OF PARTIES AND INTENT

1.1 Marriage Contemplation

The Parties intend to marry each other and desire that this Agreement become effective upon the solemnization of their marriage.

1.2 Binding Effect

This Agreement shall become effective immediately upon the marriage ceremony and shall govern the Parties' property rights and financial obligations during the marriage and in the event of legal separation, dissolution of marriage, or death of either Party.

1.3 California Law Governs

This Agreement is executed in the State of California and shall be interpreted and enforced in accordance with the laws of the State of California, including but not limited to the Uniform Premarital Agreement Act (California Family Code Sections 1600-1617).

ARTICLE II: FULL FINANCIAL DISCLOSURE

2.1 Mutual Acknowledgment of Disclosure

Each Party acknowledges and confirms that they have provided to the other a full, fair, and reasonable disclosure of their respective property, assets, debts, income, and financial obligations.

2.2 Attached Financial Schedules

The Parties' complete financial disclosures are attached hereto and incorporated by reference as follows:

- **Exhibit A:** Party A's Schedule of Separate Property and Assets
- **Exhibit B:** Party A's Schedule of Debts and Liabilities
- **Exhibit C:** Party B's Schedule of Separate Property and Assets
- **Exhibit D:** Party B's Schedule of Debts and Liabilities

2.3 Waiver Based on Disclosure

Each Party expressly waives any right to further disclosure beyond what has been provided in the attached Exhibits and acknowledges that they have had adequate opportunity to investigate the other Party's financial circumstances independently.

ARTICLE III: CLASSIFICATION AND DIVISION OF PROPERTY

3.1 Separate Property Defined

The Parties agree that the following shall constitute and remain the separate property of each respective Party:

- (a) All property, real and personal, owned by either Party prior to the date of marriage, as listed in Exhibits A and C;
- (b) All property acquired by either Party during the marriage by gift, bequest, devise, or inheritance, and all income, rents, and appreciation derived therefrom;
- (c) All property acquired by either Party with their separate property funds or assets, provided such acquisition is properly documented and traced;
- (d) All income, earnings, and compensation earned by each Party during the marriage, which the Parties hereby agree shall be characterized as the separate property of the earning Party, notwithstanding California Family Code Section 760;
- (e) All retirement accounts, pension plans, stock options, and deferred compensation plans held in the name of either Party prior to marriage, and all contributions made to such accounts during the marriage with separate property funds, along with all appreciation, dividends, and income derived therefrom.

3.2 Community Property Defined

The Parties agree that any property acquired during the marriage that does not fall within the definition of separate property as set forth in Section 3.1 shall be characterized as community property and shall be subject to equal division upon dissolution of marriage in accordance with California Family Code Section 2550, unless otherwise agreed in writing by both Parties.

3.3 Transmutation Prohibited Without Written Consent

No oral statement or conduct by either Party during the marriage shall operate to transmute separate property into community property, or vice versa. Any transmutation of property must be

made in writing and expressly state that the character of the property is being changed, in accordance with California Family Code Section 852.

3.4 Division Upon Dissolution

In the event of legal separation or dissolution of marriage, the Parties agree:

- (a) Each Party shall retain all of their separate property, as defined in Section 3.1, free and clear of any claim by the other Party;
- (b) Any community property, as defined in Section 3.2, shall be divided equally (50/50) between the Parties, unless the Parties mutually agree in writing to a different division;
- (c) Each Party waives any claim to the other Party's separate property appreciation, income, or growth, even if such appreciation occurred during the marriage.

ARTICLE IV: ALLOCATION OF DEBTS AND LIABILITIES

4.1 Separate Debts

Each Party agrees to be solely responsible for all debts, liabilities, and obligations incurred by them prior to the date of marriage, as listed in Exhibits B and D. Neither Party shall be held liable for the separate debts of the other Party.

4.2 Debts Incurred During Marriage

The Parties agree that any debts or liabilities incurred during the marriage shall be the responsibility of the Party who incurred such debt, unless:

- (a) The debt was incurred for the benefit of the marital community and both Parties expressly consented in writing; or
- (b) The debt was incurred for necessary living expenses of the family.

4.3 Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party from any claim, liability, or obligation arising from their separate debts or from debts they solely incurred during the marriage.

ARTICLE V: SPOUSAL SUPPORT (ALIMONY)

5.1 Waiver of Spousal Support

[OPTION 1 - Complete Waiver]

Each Party hereby irrevocably waives any and all rights to receive spousal support (alimony) from the other Party, whether temporary or permanent, in the event of legal separation or dissolution of marriage. This waiver applies regardless of the length of the marriage or the financial circumstances of either Party at the time of dissolution.

[OR]

5.1 Limitation on Spousal Support

[OPTION 2 - Limited Support with Conditions]

In the event of legal separation or dissolution of marriage, the Parties agree to the following limitations on spousal support:

- (a) Duration: Spousal support, if any, shall not exceed [NUMBER] months/years from the date of separation;
- (b) Maximum Amount: Spousal support shall not exceed \$[AMOUNT] per month;
- (c) Modification: The Parties reserve the right to seek modification of spousal support only upon a showing of extreme and unforeseen changes in circumstances, including but not limited to severe disability or catastrophic financial hardship.

5.2 Independent Legal Representation Acknowledgment

Each Party acknowledges that they have been represented by independent legal counsel in the negotiation and execution of this spousal support provision. Each Party understands the legal and financial implications of waiving or limiting spousal support rights and enters into this provision voluntarily and with full knowledge of its consequences.

5.3 No Unconscionability at Time of Execution

Each Party acknowledges that this spousal support provision is fair and reasonable under the circumstances existing at the time of execution of this Agreement. Each Party has had full opportunity to review their respective financial situations and future earning capacities.

ARTICLE VI: ESTATE PLANNING AND DEATH

6.1 Waiver of Inheritance Rights

Except as otherwise provided by written will, trust, or beneficiary designation, each Party waives any and all rights to inherit from the other Party's estate, including but not limited to:

- (a) Rights as a surviving spouse under California intestacy laws;
- (b) Rights to an elective share or community property interest in the deceased spouse's estate;
- (c) Rights to serve as administrator or executor of the other Party's estate;
- (d) Rights to family allowances or homestead protections.

6.2 Life Insurance and Beneficiary Designations

Each Party agrees that they may, but are not required to, name the other Party as a beneficiary on life insurance policies, retirement accounts, or other beneficiary-controlled assets. Any such

designation shall be made in writing and may be revoked at any time without the consent of the other Party.

ARTICLE VII: LEGAL REPRESENTATION AND REVIEW PERIOD

7.1 Independent Legal Counsel

Each Party represents and warrants that:

(a) Party A has been represented by [ATTORNEY NAME], a licensed attorney in the State of California, with offices located at [ADDRESS], throughout the negotiation and execution of this Agreement;

(b) Party B has been represented by [ATTORNEY NAME], a licensed attorney in the State of California, with offices located at [ADDRESS], throughout the negotiation and execution of this Agreement;

(c) Each Party's attorney is independent and has no conflict of interest with the other Party;

(d) Each Party has had full opportunity to consult with their attorney, ask questions, and seek clarification regarding the legal and financial implications of this Agreement.

7.2 Seven-Day Review Period

Each Party acknowledges that they received the final executed version of this Agreement on _____, 20, which is at least seven (7) calendar days prior to the date of signing, in full compliance with California Family Code Section 1615(c)(2).

7.3 Voluntary Execution

Each Party acknowledges that:

(a) They have entered into this Agreement freely and voluntarily, without coercion, duress, fraud, or undue influence;

(b) They have read and fully understand all provisions of this Agreement;

(c) They have had adequate time to consider the terms and seek independent advice;

(d) They sign this Agreement with full knowledge of its legal and financial consequences.

ARTICLE VIII: GENERAL PROVISIONS

8.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject

matter hereof and supersedes all prior negotiations, discussions, and understandings, whether oral or written.

8.2 Amendment

This Agreement may be amended or modified only by a written instrument signed by both Parties and notarized.

8.3 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

8.4 Governing Law

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

8.5 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, and assigns.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Premarital Agreement on the date first written above.

PARTY A:

[Full Legal Name]

Date: _____

PARTY B:

[Full Legal Name]

Date: _____

ATTORNEY ACKNOWLEDGMENTS

Attorney for Party A:

I, [ATTORNEY NAME], certify that I am a licensed attorney in the State of California and that I have independently represented Party A in connection with this Agreement. I have advised Party A regarding the legal and financial implications of this Agreement, and Party A has signed this Agreement voluntarily and with full understanding.

[Attorney Name]
State Bar Number: [NUMBER]
Date: _____

Attorney for Party B:

I, [ATTORNEY NAME], certify that I am a licensed attorney in the State of California and that I have independently represented Party B in connection with this Agreement. I have advised Party B regarding the legal and financial implications of this Agreement, and Party B has signed this Agreement voluntarily and with full understanding.

[Attorney Name]
State Bar Number: [NUMBER]
Date: _____

NOTARIZATION

STATE OF CALIFORNIA
COUNTY OF _____

On _____, **20**, before me, [NOTARY NAME], personally appeared [PARTY A NAME] and [PARTY B NAME], who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

[NOTARY SEAL]

REQUIRED EXHIBITS (To Be Attached)

Exhibit A: Party A's Schedule of Separate Property and Assets

Exhibit B: Party A's Schedule of Debts and Liabilities

Exhibit C: Party B's Schedule of Separate Property and Assets

Exhibit D: Party B's Schedule of Debts and Liabilities

END OF SAMPLE TEMPLATE

This template is for illustrative purposes only. Consult a qualified California family law attorney to draft a prenuptial agreement tailored to your specific circumstances.