

## PRENUPTIAL AGREEMENT

THIS AGREEMENT has been made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_.

In consideration of the marriage to be solemnized between the parties and of the mutual promises and undertakings set forth below, the parties agree as follows:

1. **Disclosure.** Each party acknowledges that the other has made a full disclosure of all or substantially all of his or her means and resources and further acknowledges that he or she is entering into this Agreement voluntarily and with full knowledge of all of the facts and circumstances relevant to it. Exhibits A and B to this Agreement list all or substantially all of the assets and liabilities of each of the parties. [*Attach exhibits.*]

2. **Purpose.** The parties wish to bring about a specific settlement of legal rights in their property and estates to the maximum extent they may do so. If any portion of this Agreement shall be determined to be void or unenforceable, the remainder shall continue in effect.

3. **Expiration.** The provisions of this Agreement that limit claims upon the property of a party shall expire at the rate of \_\_\_\_ percent per completed year of marriage of the parties.

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

5. **Divorce or Legal Separation.** 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. This provision shall not apply to any property which is jointly owned during the marriage.

6. **Estate at Death.** Each party waives all claims and rights that he or she may have or acquire by reason of the marriage in the property owned by the other party at death, including the right to act as an administrator.

7. **Specific Gifts.** Nothing contained in this Agreement shall be deemed to constitute a waiver by either party of any gift that the other may make during lifetime or at death

to or for the benefit of the other party.

8. **Nonprobate Property.** Neither party waives the right to receive jointly owned property passing by survivorship, life insurance, retirement benefits, or other property passing at death when one party has designated the other as beneficiary or when the other spouse is the only permissible beneficiary.

9. **Fiduciaries.** If either party shall designate or nominate the other as attorney-in-fact, guardian, conservator, executor, trustee, or other fiduciary in an instrument signed after the date of this Agreement, the party so designated or nominated shall be entitled to act under the provisions of such instrument or an order of court, as the case may be.

10. **Entire Agreement.** This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth in it.

11. **Amendment.** This Agreement may only be amended in a writing signed by each of the parties. Their attorneys-in-fact and other legal representatives may not act in their behalf in amending it.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Personally appeared before me \_\_\_\_\_ and  
\_\_\_\_\_, with whom I am personally acquainted, and who

acknowledged that they signed this agreement for the purposes stated in it.

WITNESS my hand at office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_