**Marriage Agreement**

This Marriage Agreement, also referred to as a “pre-nuptial agreement”,

between ABC and XYZ is entered into this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_, between ABC, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_, and XYZ, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_, who hereafter shall be collectively referred to as ‘the parties’.

WHEREAS, the parties declare and solemnly swear that they are presently unmarried and through this agreement put forth their intentions to be married to each other within the next \_\_\_\_\_ days/year. In anticipate of such a marriage, the parties have agreed to set pre-conditions and desire to settle various financial relationships they will enter during their marriage and on termination of their marriage through death, divorce, or otherwise.

Both parties agree that they have in their possession all the requisite information about each other’s assets, liabilities, current source/s of income, and that the said information has been exchanged prior to entering into this marriage agreement, and is herein attached as Schedule A.

Both parties declare that they have had ample opportunity and time to scrutinize the financial disclosures made by the other party as mentioned in Schedule A.

Both parties declare that they enter into this agreement free from any duress or due to any obligation and put forth their signatures of their own free will. Each party owns separate property, attached to this agreement as Exhibits 1 and 2, and hereafter referred to as ‘Separate Property’.

Both parties set forth in this marriage agreement their respective rights in and to all the property owned by each separately before marriage and all property that may be acquired separately after marriage.

In accordance with this marriage agreement, both parties agree as follows:

1. Effective Date

This marriage agreement will come into effect from the date of solemnization of the marriage between the parties.

2. Separate Property

The parties shall continue to retain all rights separately to the property or properties an income acquired, including appreciation, hereafter known as “Separate Property”, and shall continue to have unrestricted rights to dispose of such ‘Separate Property’, free from any claim made by the other in lieu of their marriage. Both parties agree to let each other continue to enjoy the rights, title, and interest, of the ‘Separate Property’, without any interference or future claim to the monies that may accrue during the course of the marriage. For transparency, ‘Separate Property’ shall include any substitutions and exchanges of property in existence or income derived from such property. It also includes any other property purchased separately from the proceeds of sale from a third party of such property.

2.1 Disposition of Property

Both parties have the right to sell, encumber, or dispose of his or her ‘Separate Property’ or any part or parts thereof. The other person will cooperate and join in, if necessary, in such deeds, mortgages, or other instruments as the party desiring to sell or dispose of the ‘Separate Property’ may request.

3. Waiver of Rights

Through this marriage agreement, each party relinquishes any right, title, or interest of whatsoever nature, whether arising out of common law or future statute, in the Separate Property of the other party. This includes and is not limited to distribution of intestacy or any other rights accruing from events prior to their marriage. Such waiver or relinquishment is not applicable with respect to any rights or entitlements any of the parties may have as the surviving spouse.

4. Dissolution/Separation/Annulment

Both parties agree that they will not be entitled to receive any monies or property from the other as settlement of alimony, maintenance, or spousal support, other than what may be provided in this agreement.

5. Financial Disclosure

Each party acknowledges that the statement of assets and liabilities attached with this marriage agreement as Exhibits 1 and 2 respectively, are true to their knowledge. Neither party can be deemed responsible for any financial obligations of the other beyond what may be provided in Exhibits 1 and 2 of this agreement.

6. Right to Contest

This Agreement does not limit either party to contest any domestic relations suit against the other party. However, in such an event, this agreement can be provided as full and final settlement of property rights between the parties. No party has the right to claim against the other any property, legal fees, suit money, and other expenses which is not provided for in this agreement.

7. Integration

Both parties agree that this marriage agreement supersedes any prior agreements, representations, and covenants, oral or written.

8. Binding on Successors

Each provision in this agreement shall be binding upon the heirs, assigns, personal representatives, and successors of both parties.

9. Severability

If any provision in this agreement is deemed invalid or unenforceable due to laws laid down by the government authority, such provision/s shall be severed from the agreement. However, all the remaining provisions will remain in force.

10. Modifications

Both parties have the right to modify this agreement upon the express written consent of both parties. Loss or physical destruction of this marriage agreement shall not be deemed as a modification.

11. Jurisdiction and State Laws

Both parties hereby acknowledge that they have read and understood the terms of this agreement before putting forth their signature and have been advised by their independent legal counsel on the rights, liabilities, and implications of this agreement.

12. This marriage agreement is valid and enforceable within the provisions of the Case Law that governs its interpretation in accordance with the State Law.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_ (ABC)

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_(XYZ)

Witnesses:

1. [[Name of the Witness]] [[Signature of the Witness]]

 [[Address of the Witness]]

 2. [[Name of the Witness]] [[Signature if the Witness]]

 [[Address of the Witness]]