

PRENUPTIAL AGREEMENT

THIS AGREEMENT, made on _____, is between _____ and _____

1. PURPOSE. The parties expect to be married in the near future. Each has separate property, the nature and extent of which is fully disclosed in the statements of assets and liabilities, Exhibits 1 and 2, attached to this Agreement.

The parties are setting forth in this Agreement their respective rights in and to all property of either owned at the date of their marriage and in and to all property that may be acquired by either or both of them after their marriage. They are also setting forth their rights regarding spousal support or maintenance.

2. EFFECT OF AGREEMENT. This Agreement shall take effect only upon the solemnization of the marriage between the parties. Thereafter, each of the parties shall separately retain all rights in the property he or she now owns, including all appreciation, as well as property and income acquired separately in the future (“Separate Property”), and each of them shall have the unrestricted right to dispose of such Separate Property, free and clear of any claim that may be made by the other by reason of their marriage and with the same effect as if no marriage had been consummated between them.

Separate Property shall include substitutions and exchanges for such property now in existence, and income and property acquired separately hereafter, and any proceeds therefrom, and any income derived from such property, and any property purchased from the proceeds or income from such property. Separate property shall also include gifts or inheritances one party receives from a third party.

3. DISPOSITION OF PROPERTY. In the event either party should desire to sell, encumber, convey or otherwise dispose of or realize upon his or her Separate Property or any part or parts thereof, the other will, upon request, join in such deeds, bills of sale, mortgages, renunciations of survivorship or other rights created by law or otherwise, or other instruments, as the party desiring to sell, encumber, convey or otherwise dispose or realize upon may request and as may be necessary and appropriate.

4. JOINT PROPERTY, ETC. This Agreement does not restrict, prohibit or condition any conveyance or transfer by the parties, or either of them alone, of the Separate Property of either party into tenancy in common, joint tenancy, tenancy by the entireties or any other form of concurrent and/or undivided estate or ownership between the parties, or the acquisition of any property in any such form of ownership by the parties. The incidents and attributes of ownership and other rights of the parties with respect to any property so conveyed, transferred or acquired shall be determined under Oregon law and shall not be governed by or otherwise determined with reference to this Agreement.

5. SEPARATE PROPERTY. The parties agree that the rights and obligations created by this Agreement have monetary value to each of the parties and each of the parties agrees to make no claim to the Separate Property of the other party, either during the joint lives of the parties hereto or thereafter, and, if a party is not a prevailing party (as may be legally finally determined) with respect to any such claim, to indemnify the other party against all costs, fees and expenses arising from any such claim.

6. WAIVER OF RIGHTS. Except as otherwise provided in this Agreement, each party hereby waives, releases and relinquishes any and all right, title or interest whatsoever, whether arising by common law or present or future statute of any jurisdiction or otherwise, in the Separate Property and probate estate of the other, including but not limited to distribution in intestacy, the right of election to take against the will of the other, any rights accruing by reason of events occurring prior to their marriage, and any right to dower, curtesy, statutory allowances, and spousal support. Such waiver, release and relinquishment shall not apply and is not effective with respect to any rights or entitlements a party may have as a surviving spouse under the Social Security laws or with respect to any other governmental benefit or governmental program of assistance. 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 referenced in Section 4.

7. DISSOLUTION/SEPARATION/ANNULMENT. Except as otherwise provided in this Agreement, each party specifically agrees that neither shall make any claim for or be entitled to receive any money or property from the other as alimony, spousal support, or maintenance in the event of separation, annulment, dissolution or any other domestic relations proceeding of any kind or nature, and each of the parties waives and relinquishes any claim for alimony, spousal support or maintenance, including, but not limited to, any claims for services rendered, work performed, and labor expended by either of the parties during any period of cohabitation prior to the marriage and during the entire length of the marriage. This waiver of spousal support shall apply to claims both pre- and post-judgment.

8. COHABITATION. Each party waives any and all rights or claims existing now or hereafter existing with reference to any period of cohabitation, if any, prior to the marriage of the parties, including, but not limited to, any claim to real or personal property.

9. ERISA RIGHTS. Each party specifically waives any right, whether created by statute or otherwise, to pension, profit sharing, or other retirement benefits earned by or credited to the other, including, but not limited to, any joint and survivorship rights and any right which might arise in the event of the parties’ separation or the dissolution of their marriage. Following the solemnization of the parties’ marriage, each party shall execute such waivers or other documents as the other may reasonably request to evidence such waiver.

10. FINANCIAL DISCLOSURE. Each party has attached a statement of assets and liabilities as exhibits to this Agreement, 1 and 2 respectively. Each party acknowledges an opportunity to inquire further as to the financial information provided by the other, and each party specifically waives any right to any further disclosure of the property and financial obligations of the other beyond that provided by the exhibits to this Agreement.

11. RIGHT TO CONTEST. Nothing contained herein shall limit the right of either party to contest any domestic relations suit between the parties or to file a countersuit against the other party. However, in any hearing on such suit, this Agreement shall be considered a full and complete settlement of all property rights between the parties. In such case, neither party shall maintain any claim or demand whatsoever against the other for property; suit money; or attorney fees, costs and expenses which is either inconsistent with or not provided for in this Agreement.

12. INTEGRATION. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All prior agreements, covenants, representations, and warranties, expressed or implied, oral or written, with respect to the subject matter hereof, are contained herein. All prior or contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties, with respect to the subject matter hereof, are waived, merged, and superseded hereby. This is an integrated agreement.

13. BINDING ON SUCCESSORS. Each and every provision hereof shall inure to the benefit of and shall be binding upon the heirs, assigns, personal representatives, and all successors in interest of the parties.

14. SEVERABILITY. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

15. PARAGRAPH HEADINGS. The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which each heading refers.

16. MODIFICATION. This Agreement may be modified, superseded, or voided only upon the written agreement of the parties. Further, the physical destruction or loss of this Agreement shall not be construed as a modification.

17. ACKNOWLEDGEMENTS. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys individually selected by each party, without any form of coercion, duress or pressure. Each party acknowledges that he or she has examined the Agreement before signing it, and has been advised by independent legal counsel concerning the rights, liabilities and implications of this document.

18. OREGON LAW. It is intended that this Agreement be valid and enforceable within the provisions of §108.700-108.735 of the Oregon Revised Statutes, and that Oregon law govern its interpretation.

19. OTHER.

IN WITNESS WHEREOF, the parties have signed, sealed, and acknowledged this Agreement in duplicate original the date and year first written above.

DATED _____

DATED _____

STATE OF OREGON, County of _____) ss.

Personally appeared before me on _____, the above-named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Notary Public for Oregon
My Commission Expires _____

STATE OF OREGON, County of _____) ss.

Personally appeared before me on _____, the above-named _____ and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Notary Public for Oregon
My Commission Expires _____

SAMPLE

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