

**PRENUPTIAL AGREEMENT**

This PRENUPTIAL AGREEMENT (hereinafter referred to as this “**Agreement**”) is entered into, in contemplation of marriage, by and between:

**GOOD CLIENT** (hereinafter referred to as “**Husband**”), of 123 Good Client St., Sandy, Utah 84070;

and,

\_\_\_\_\_ (hereinafter referred to as “**Wife**”), of the following address:

\_\_\_\_\_.

Husband and Wife are sometimes collectively referred to herein as the “**Parties**” and may be individually referred to as a “**Party**.” This Agreement is effective as of the date of last signature below (hereinafter referred to as the “**Effective Date**”). The Parties jointly agree to be bound by the terms contained in this Agreement, as well as in all areas pertaining to the division and assignment of property and assets outlined in this Agreement.

This Agreement consists of (i) this signature page; (ii) the prenuptial terms and conditions of this Agreement; (iii) all written statements regarding the Parties’ property and assets, and the division thereof, with any exhibits provided by the Parties under this Agreement; a (iv) notarization block included at the end of this Agreement; and (v) any addendum that may be executed by the Parties from time to time, setting forth additional terms related to specific prenuptial terms the Parties may choose to include and execute (hereinafter referred to as an “**Addendum**”).

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the Parties.

IN WITNESS WHEREOF, each Party understands that their respective dated signatures below will duly authorize the full execution of this Agreement in its entirety, and each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

(“**Husband**”)

(“**Wife**”)

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Email Address*

## TERMS AND CONDITIONS

**§ 1 – EXECUTION OF THIS AGREEMENT; OPPORTUNITY TO CONSULT LEGAL COUNSEL.** EACH PARTY TO THIS AGREEMENT AGREES AND REPRESENTS THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF THEIR CHOICE, LICENSED TO PRACTICE LAW IN THEIR STATE OF RESIDENCE (NOT THE SAME ATTORNEY), AND THAT EACH PARTY HAS FULLY READ, UNDERSTOOD, AND AGREED TO THE TERMS OF THIS AGREEMENT. EACH PARTY FURTHER AGREES AND REPRESENTS THAT THEY ARE NOT ACTING UNDER DURESS OR UNDUE INFLUENCE IN EXECUTING THIS AGREEMENT, AND THAT THE EXECUTION OF THIS AGREEMENT IS DONE FREELY AND VOLUNTARILY.

**§ 2 – CONFIDENTIALITY.**

**§ 2.1 – Confidential Information.** In the course of this Agreement, each Party may obtain information from the other Party that is confidential and proprietary in nature, which includes, but is not limited to, (i) the terms of this Agreement; (ii) nonpublic personal information; (iii) any information regarding a Party's current, future, and proposed plans, regardless of the nature or scope of said plans; (iv) data; and (v) any other information the receiving Party knows or reasonably ought to know is confidential, proprietary, or secret information (hereinafter collectively referred to as "**Confidential Information**"). The Parties acknowledge and agree that all records, lists, and information pertaining to their property and assets are valuable assets to the Parties. Except for disclosures required to be made to advance the business of the Parties and information which is a matter of public record, the Parties shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information of the other Party to any person, or use any Confidential Information of the other Party for the benefit of the Party using said information, or for the benefit of any other person, except with the prior written consent of the Party to whom the Confidential Information belongs to or pertains. The Parties understand and agree that certain Confidential Information may be required to be disclosed to certain individuals, such as directors, officers, employees, agents, or advisors (hereinafter collectively referred to as "**Representatives**"). The term "Confidential Information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to either Party on a non-confidential basis, provided that the source of such information was not known by the Party (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that either Party or either Party's representative(s) (if any) are requested or required by law or legal process to disclose any of the Confidential Information of the other Party, the Party required to disclose such Confidential Information shall provide to the Party to whom the Confidential Information belongs or pertains with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction either Party is subject and that have the legal right to inspect the files that contain the Confidential Information.

**§ 2.2 – Obligations.** The Parties agree that at all times, and notwithstanding the termination or expiration of this Agreement, they shall hold all Confidential Information of the other Party and/or third party in strict confidence and trust, and shall not use, reproduce, or disclose the Confidential Information of the other Party and/or third party to any person or entity, except

as specifically and explicitly permitted by the Party and/or third party to whom the Confidential Information belongs or pertains.

**§ 2.3 – Exclusions to Confidentiality.** The restrictions on use and disclosure of Confidential Information set forth hereinabove shall not apply to the extent the Confidential Information (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the Confidential Information without restriction and free of any obligation to keep it confidential; or (iii) is independently developed by the receiving Party or a third-party without reference or access to the disclosing Party's Confidential Information.

### **§ 3 – GENERAL PROVISIONS.**

**§ 3.1 – Severability.** If any provision or part thereof of this Agreement becomes or is declared invalid, illegal, or unenforceable in any respect under any law, such provision or part thereof shall be null and void and deemed deleted from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

**§ 3.2 – No Waiver.** Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the Party making the waiver.

**§ 3.3 – Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Utah, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either Party in a court of competent jurisdiction, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial.

**§ 3.4 – Consequences of Breach.** In the event that either Party breaches any provisions of this Agreement, the non-breaching Party retains the right and has full discretion to rescind this Agreement in part or in its entirety. In the event that either Party's material breach of any part of this Agreement causes any loss, perjury, or any pertinent damages and/or injuries to the non-breaching Party, the non-breaching Party shall retain the right to initiate and pursue any appropriate and necessary legal action against the breaching Party for the recovery of but not limited to (i) special damages; (ii) general damages; (iii) attorney's fees and costs incurred during the course of litigation; (iv) and such other and further relief a court may deem necessary, just, and proper under the circumstances.

**§ 3.5 – Force Majeure.** Neither party shall be held responsible if the fulfillment of any provision(s) of this Agreement are delayed or prevented by revolutions or other disorders, wars, acts of enemies, fires, floods, acts of God, or, without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence the party is unable to prevent, whether of the class of causes hereinbefore enumerated or not.

**§ 3.6 – Attorneys’ Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover actual reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

**§ 3.7 – No Third-Party Beneficiaries.** Husband and Wife agree that this Agreement is for the benefit of the entities executing such document(s), and that it is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to any part or specific provision of this Agreement.

**§ 3.8 – Mediation.** In the event that conflict arises between the Parties and the conflict pertains to this Agreement and its terms, and the Parties cannot resolve said conflict by themselves, the Parties shall attempt to resolve their conflict via mediation before commencing any legal action, and the cost of mediation shall be shared equally by the Parties.

**§ 3.9 – Counterpart, Facsimile Execution.** This Agreement may be executed in any number of identical counterparts and signature pages may be detached from one counterpart and added to another counterpart. This Agreement may also be transmitted between the Parties by facsimile machine or scanned electronic transmission. The Parties intend that faxed or scanned electronic signatures shall constitute original signatures and that a faxed or scanned electronic copy of this Agreement containing the signatures (original, faxed, or scanned electronic) of both Parties, by counterpart and otherwise, is binding on both Parties.

**§ 4 – REPRESENTATIONS OF THE PARTIES.** The Parties desire to enter into this Agreement prior to their contemplated marriage. Furthermore, the Parties state and represent as follows:

Husband (check all that apply):

- has previously been married;
- has a child or children;
- has not been married; and

Wife (check all that apply):

- has previously been married;
- has a child or children;
- has not been married.

**§ 5 – EXECUTION OF THIS AGREEMENT; CONTEMPLATION OF MARRIAGE; PROPERTIES.** The Parties hereto have accumulated separate estates. The Parties are about to contract marriage and execute this Agreement in contemplation of said marriage, to be effective upon their marriage in accordance with the laws of the State of Utah, including any Uniform Premarital Agreement Act, or other applicable laws, adopted by the State of Utah. Furthermore, the Parties desire to enter into an agreement regarding certain properties, responsibilities, duties, and obligations, including but not limited to any interest—present or future, legal or equitable, vested or contingent, in real or personal property—including income and earnings.

**§ 6 – FINANCIAL STATEMENT AND PERSONAL PROPERTIES.** The Parties have furnished each other with a financial statement, which each Party acknowledges is a full and complete disclosure of

substantially all of the real and personal property now owned by Husband or Wife, and the Parties agree that the values are an estimate made by Husband or Wife of the approximate present value of the property. All property listed is now, and shall continue to be, the separate properties of the respective Parties to whom the properties belong.

**§ 7 – PROPERTY RIGHTS OF THE PARTIES.** The Parties desire to express in writing in this Agreement that, except as hereinafter specifically provided, their marriage shall not in any way change their rights, or the rights of their heirs (exclusive of the parties) or of their devisees or legatees, in the real and personal property owned or hereafter acquired by each of the Parties, and those said rights shall be governed by the terms of this Agreement.

**§ 8 – CONTROL OVER THE PROPERTIES.** Each Party shall have full control of his or her own separate property—real, personal, and mixed—wherever the property is located. Each Party shall have, and is hereby given, the right to lease, sell, convey, mortgage, or otherwise dispose of their separate property, and receive all monies, rents, issues, income, and profits thereof without any restrictions whatever and without interference from the other Party. Each Party shall pay his or her own debts whenever contracted, and in no case shall either Party be held liable for the debts of the other Party in any way.

**§ 9 – WAIVERS.** Except as otherwise expressly provided, each Party hereby waives, relinquishes, conveys, quitclaims, bars, discharges, surrenders, and releases, and hereby agrees to waive, relinquish, convey, quitclaim, bar, discharge, surrender, and release to the other all of the following:

**§ 9.1 – Right, Title, and Interest.** Pursuant to § 10, the Parties waive any and all of his or her right, title, and interest of every kind and description, which he or she may have, acquire, enjoy, or be seized by reason of, or on or after, their marriage, as the Wife, Husband, widow, or widower of the other Party, in the separate property of the other party, whether real, personal, and mixed, and wherever located.

**§ 9.2 – Rights to Property.** Pursuant to § 10, the Parties waive any and all rights to any property of the other Party titled in that other Party's sole name, whether before or after the marriage.

**§ 9.3 – Inheritance.** Pursuant to § 10, the Parties waive any and all property acquired by the other Party by inheritance or other means.

**§ 9.4 – Waiver to All Portions of Property.** Pursuant to § 10, the Parties waive any and all rights, if any, to all or a portion of the property of the other Party, whether by way of dower, courtesy, homestead, widow's allowance, statutory share or provision, descent, community property inheritance, succession, or otherwise.

**§ 9.5 – Waiver of Rights Vested, if Any.** Pursuant to § 10, the Parties waive his or her right, if any, granted to or vested in him or her, by statute or otherwise, to renounce, or to elect to take against, the provisions of the other Party's will or any codicil thereto.

**§ 9.6 – Waiver to Act as Executor or Administrator.** Pursuant to § 10, the Parties waive his or her right, if any, granted to or vested in him or her by statute or otherwise, to act as executor or administrator of the other party's estate.

**§ 10 – ADMINISTRATION OF THE PARTIES' PROPERTY.** Except as otherwise expressly provided, it is the intent of the Parties that this paragraph shall be construed so that each Party may deal with his or her property, and any trust in which he or she may have an interest, as if their marriage had

not taken place, and on the death of either Party, his or her estate and any trust in which he or she may have an interest, will be administered, descended, and be distributed in exactly the same way and to the same heirs, next of kin, devisees, or legatees, as if the other Party had predeceased the Party so dying. Nothing contained in this paragraph or in this Agreement, however, is intended to preclude either Party from voluntarily making provision for, or granting powers or rights to, the other Party in and by the formers last will, a codicil thereto, or otherwise.

**§ 11 – LAST WILL AND TESTAMENT.**

(Choose one or the other)

The Parties have each executed a Last Will and Testament, copies of which are attached hereto as Exhibits. The Parties agree that these Wills are in conformity with the provisions of this Agreement, and as consideration for this Agreement, each Party does hereby waive any and all objection to the terms of the said Last Will and Testament of the other, and each Party agrees not to contest or renounce the terms thereof. Likewise, each Party agrees not to contest or renounce any future Wills or Codicils, which are in conformity with the terms of this Agreement.

*OR*

The Parties shall not change their existing Will, if any, or make a new Will at this time, but any new Will executed shall be in conformance with the provisions of this Agreement.

**§ 12 – CONFERRING RIGHTS TO PROPERTY.** The fact that either Party (without being obligated to do so) may give, devise, or bequeath to the other Party property or an interest therein, or otherwise confer rights or powers on the other Party, in trust, by gift, or will, shall not be construed as a waiver of any provision hereof, or as evidence that there is or was an agreement or understanding between the Parties other than as specifically expressed herein.

**§ 13 – ACTS, DEEDS, AND INSTRUMENTS IN PURSUANCE OF THIS AGREEMENT.** Each Party agrees, on behalf of himself or herself, and of his or her heirs, executors, administrators, and assigns, that he, she or they, at the request of the other Party or the latter's heirs, executors, administrators, and assigns (but at the cost of the other party or his or her heirs, executors, administrators, and assigns), will make, do, execute, acknowledge and deliver any and all such further or other acts, deeds, and instruments as shall be appropriate, necessary, or desirable to carry in effect the intent, purpose, and provisions of this Agreement, without question or delay, except that neither Party shall be obliged to sign any mortgage, note, bond, or other instrument which may subject him or her, or his or her estate and property, to personal liability.

**§ 14 – DEALING WITH THE OTHER PARTIES' PROPERTY.** In selling, assigning, granting, releasing, conveying, or otherwise dealing with the property of either Party, the Party whose property is being so dealt with shall be and hereby is constituted the other Party's attorney-in-fact, and as such shall have full power in the name of such other Party, or in the joint names of both Parties, to join in the contemplated transaction and execute documents to effect it on behalf of such other Party, independently and without the consent or privity of such other Party, to the same extent and as fully as if their marriage had not taken place.

**§ 15 – PROPERTY ACQUIRED DURING THE MARRIAGE.** During the course of the marriage, all property acquired by each Party in their own name shall be deemed to be part of their separate

estate, and by the terms hereof, each Party hereby waives and relinquishes all claim to the separate estate of the other. Likewise, all property acquired during the marriage in the joint name of both Parties shall be deemed to be part of their joint estates and thereby evidence their intent to grant the powers and rights to the Parties as to said jointly owned property as is provided to spouses by operation of law.

§ 16 – **SEPARATE FINANCIAL RESPONSIBILITIES.** The Parties agree that each Party shall provide for the payment of their individual health care, convalescence, and funeral expenses out of their separate estate, so as not to be a financial burden on each other.

§ 17 – **THE PARTIES' PROPERTY RIGHTS.** Despite any other provisions of this instrument, this Agreement shall not affect in any way the Parties' rights, titles, powers, duties, discretions, immunities, and interest in any property owned in joint tenancy or entirety with rights of survivorship, which they may hereafter acquire.

§ 18 – **RIGHTS AND OBLIGATIONS OF THE PARTIES.** To the extent permitted by law, this Agreement shall govern the rights and obligations of the Parties in the event of death of either or both Parties, separation, and divorce. In the event of divorce, the Parties agree that this Agreement shall be binding on both Parties and shall be incorporated into any divorce decree.

§ 19 – **DIVORCE.** In the event of divorce, the marital domicile shall be (choose one):  occupied by Wife until her death; *or*  occupied by Husband until his death; *or*  sold and the proceeds thereof divided equally between Husband and Wife.

§ 19.1 – **Alimony.** In the event of divorce, both Parties waive the right to alimony and property settlement, except as otherwise provided herein.

§ 20 – **BINDING AGREEMENT.** This Agreement shall be binding upon the Parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.

§ 21 – **PARTIES' FURTHER AGREEMENTS AND AFFIRMATIONS.** Each Party further agrees and affirms as follows:

§ 21.1 – **Execution of Agreement.** Each Party executed this Agreement voluntarily.

§ 21.2 – **Unconscionability.** This Agreement is not unconscionable and was not unconscionable when it was executed.

§ 21.3 – **Disclosure of Property and Financial Obligations.** Both Parties were provided, prior to the execution of this Agreement, a fair and reasonable disclosure of the property and financial obligations of the other Party.

§ 21.4 – **Knowledge of the Property and Financial Obligations of the Other Party.** Each Party did have, or reasonably could have had, an adequate knowledge of the property and financial obligations of the other Party.

**THIS IS THE END OF THE PRENUPTIAL AGREEMENT**

**NOTARIZATION**

State of Utah,  
County of \_\_\_\_\_.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,

*Day*

*Month*

*Year*

\_\_\_\_\_, a notary public, personally appeared the

*Name of Notary*

abovenamed Parties, Good Client (“Husband”) and \_\_\_\_\_ (“Wife”),

both of whom proved to me through satisfactory evidence of identification to be the persons

whose names are signed on and subscribed to the foregoing Prenuptial Agreement in my

presence, both of whom also acknowledged that they executed the same.

Witness my hand and official seal.

Signed: \_\_\_\_\_

*Notary Signature*



*Official Notary Seal*