

## THE PRENUPTIAL AGREEMENT

WHEREAS, John Smith (hereinafter referred to as "Mr. Smith"), and Jane Doe (hereinafter referred to as "Ms. Doe"), are currently engaged to be married, but wish to provide, prior to their marriage, for a formal agreement ensuring that their separate estates will remain free from any claims arising out of the prospective marital relationship;

WHEREAS, each party has separate property adequate to satisfy his or her own needs and any existing creditors, each is in good health, both parties are capable of supporting themselves;

WHEREAS, the Parties desire to contract with each other concerning matters of financial management during the term of their marriage and is intended to be a binding and enforceable premarital agreement as defined in California Family Code §1610, et seq., and they understand and intend that the provisions of this Agreement shall prevail over the provisions of law of any jurisdiction that would apply in the absence of this Agreement. They are not attempting by this Agreement to avoid their obligation to support each other during their marriage and do not intend to violate California laws; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and the contemplated marriage of the Parties, the Parties hereby agree as follows:

### 1. FINANCIAL DISCLOSURE

Both Parties affirm that they have, in negotiating this Agreement, fully disclosed to the other all their respective incomes, assets, debts, and liabilities, and each further represents that he/she is satisfied that full disclosure has been made, and that he/she enters into this Agreement with full knowledge of the financial affairs of the other.

Both parties have attached to this Agreement a simple balance sheet of their assets and liabilities is attached, marked as Appendix "A". While neither Party represents his/her respective balance sheet to be a precise statement of his/her assets and liabilities, it constitutes a fair and reasonable approximation of such assets and liabilities. The parties acknowledge that they each had an opportunity to seek financial disclosure beyond what had been provided and voluntarily and expressly waive the right to any additional financial disclosures.

### 2. NO PRIOR AGREEMENTS

Mr. Smith and Ms. Doe acknowledge and agree that they have not previously entered into any other contract, understanding, or agreement, whether express, implied in fact, or implied in law, with respect to each other's property or earnings, wherever or however

acquired, or with respect to the support or maintenance of each other. Neither Mr. Smith and Ms. Doe now has, possesses, or claims any right or interest whatsoever, in law or equity, under the law of any state, in the past, present or future property, income or estate of the other, or a right to support, maintenance, or rehabilitation payments of any kind whatsoever from the other by reasons of the parties' nonmarital relationship.

Mr. Smith and Ms. Doe acknowledges and agrees that neither has any rights and/or obligations arising out of their nonmarital relationship, and each expressly waives any and all rights he or she might otherwise have under California law with regard to nonmarital relationships, including the legal doctrines set forth in *Marvin v. Marvin*, 18 Cal. 3d 660 (1976) and similar cases.

### 3. SEPARATE PROPERTY REMAINS SEPARATE.

Each party's separate property, including but not limited to, income-producing property or a business entity, shall retain its separate property character regardless of (a) the work of either party or other community services used or contributed to such property, (b) the use or contribution of community property to such separate property by either party, or (c) the appreciation of the separate property during marriage. Neither party hereto, nor the community estate shall be entitled to any payment or reimbursement for the value of any work, effort, or community property contributed by either party to the separate property of either party. Each party waives any right or interest he or she may have in any business owned or operated by the other party, including any rights or interest arising out of the holding in Pereira vs. Pereira, 156 Cal. 1, or Van Camp vs. Van Camp, 56 Cal.App. 17.

### SEPARATE PROPERTY OF MR. SMITH

It is agreed that all properties of any kind, nature or description identified in Appendix "B" belonging to Mr. Smith as of the execution of this Agreement shall be deemed the separate property of Mr. Smith. Mr. Smith's separate property specifically includes, but is not limited to:

- (1) Mr. Smith's assets and debts that belonged to Mr. Smith prior to the marriage will continue to be those of Mr. Smith;
- (2) Any personally earned income received before or during the marriage or accrued, directly or indirectly, from any employment, including but not limited to Mandovi Technology Solutions Inc., the insurance agency business or any other new business venture or employer, including any earnings from self-employment.
- (3) Mr. Smith owns Mandovi Technology Solutions Inc., and will continue to own Mandovi Technology Solutions Inc. and any other company that he starts, unless there is a written agreement to the contrary.
- (4) All retirement assets or income generated from those assets shall remain separate property; this includes but is not limited to, 401K, Employee Stock Ownership Plans, Social Security, both past, present and future generated or acquired individually shall remain separate property. Thus, Mr. Smith's retirement assets acquired prior or during the marriage will remain Mr. Smith's separate property, such as Vanguard, DCU Credit Union, and T. Rowe Price and any social security.

(5) Mr. Smith's investment and savings accounts;

Mr. Smith's separate property will remain separate during the marriage. Mr. Smith's separate property is not affected if Ms. Doe works on a project or property owned by Mr. Smith or any businesses owned by Mr. Smith or makes any individual payment towards the projects or business.

Each Party agrees that all property acquired by the other Party by **gift, devise, bequest or inheritance** the property described hereafter shall remain the Separate Property of the other Party, except for gifts, devise or bequest's between the parties which shall be considered Joint Property.

All interest rents, income and profits which may, in time, accrue or result in any manner from increases in value or to be collected from the use of the same in any way, including any income or increase in value resulting from inflation or otherwise, directly or indirectly from the labor or credit of the marital community or either member of the marital community shall likewise be and remain his personal and separate estate, subject only to the conditions and limitations hereinafter set forth in this Agreement.

#### **SEPARATE PROPERTY OF MS. DOE**

It is agreed that all properties of any kind, nature or description identified in Appendix "C" belonging to Ms. Doe as of the execution of this Agreement shall be deemed the separate property of Ms. Doe. Ms. Doe's separate property specifically includes, but is not limited to:

- (1) All assets and debts that belonged to Ms. Doe prior to the marriage will continue to be those of Ms. Doe.
- (2) Any personally earned income received before or during the marriage, or accrued, directly or indirectly, from any employment and business, including earnings from self-employment, social security before or during the marriage.
- (3) Moreover, all retirement assets or income generated from those assets shall remain separate property; this includes but is not limited to, 401K, Employee Stock Ownership Plans, Social Security, both past, present and future generated or acquired individually shall remain separate property; and
- (4) Ms. Doe's investment and savings accounts.

Ms. Doe's separate property will remain separate during the marriage. Ms. Doe's separate property is not affected if Mr. Smith works on a project, business or property owned by Ms. Doe or the business of Ms. Doe or makes any individual payment towards the projects or business.

Each Party agrees that all property acquired by the other Party by **gift, devise, bequest or inheritance** the property described hereafter shall remain the Separate Property of the other Party, except for gifts, devise or bequest's between the parties which shall be considered Joint Property.

from notwithstanding the length of time or reliance that may be claimed to have become associated with such practice or procedure. In the event any part or portion of this agreement is ever declared not enforceable for any reason, the remainder of the agreement shall not be affected thereby but shall be enforced according to the terms thereof.

#### 16. AGREEMENT EXECUTED AS OWN FREE WILL

The parties agree that each enters into this Agreement without any reservations, representations, promises, pressure, or inducements, and have done so as their own free and voluntary act and deed.

#### 17. NO COMMUNITY PROPERTY CREATED

This Agreement gives notice that the parties agreement shall govern and the laws of the state of California or a common law or community property state shall not govern by virtue of their marital relationship.

#### 18. REPRESENTATION BY COUNSEL

The parties both acknowledge that they are urged to be represented, and each had the opportunity to get independent legal counsel, in the negotiation, preparation and execution of this Agreement by independent legal counsel.

The parties also recognize that if a party decided not to be advised by legal counsel that **in a separate writing/document** that party will expressly waive representation by independent legal counsel. Furthermore, the parties must have at **least seven calendar days between the time a party is presented with this Agreement and advised to seek independent legal counsel and the time this Agreement is signed.**

The failure of one party or the other to seek representation prior to the execution hereof shall constitute a full and complete waiver of the right to be represented in this matter and shall not affect the validity or finality of this Agreement.

#### 19. LEGAL EXPENSES

In the event a party incurs legal expense to enforce the terms hereof, the party who has failed to comply with this Agreement shall pay such legal expense and other related expenses to the enforcement of the Agreement to the other party. Furthermore, if it is determined that the Agreement was adhered to, then the challenging party will be responsible for the legal expenses and other related expenses in defending the litigation of the other party.

#### 20. GOVERNING LAW



ATTORNEY'S CERTIFICATION  
FOR JOHN SMITH

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the State of California; that he has been employed by John Smith, a party to this Agreement; that he has advised John Smith with respect to this Agreement and explained to him the meaning and legal effect of it; that John Smith acknowledged his full and complete understanding of said Agreement and its legal consequences; that John Smith was not acting under coercion or duress at any time; and that John Smith did not need or desire additional time to further consider and evaluate this Agreement. No waiver of the attorney-client privilege is intended by this certification.

Dated: \_\_\_\_\_

\_\_\_\_\_  
STEVEN MULLIGAN  
Attorney at Law

ATTORNEY'S CERTIFICATION  
FOR JANE DOE

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the State of California; that he has been employed by Jane Doe, a party to this Agreement; that he has advised Jane Doe with respect to this Agreement and explained to her the meaning and legal effect of it; and that Jane Doe acknowledged her full and complete understanding of said Agreement and its legal consequences; and that Jane Doe was not acting under coercion or duress at any time; and that Jane Doe a did not need or desire additional time to further consider and evaluate this Agreement. No waiver of the attorney-client privilege is intended by this certification.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney at Law