

**APPENDIX B**  
**Sample Prenuptial Agreement**

*(Both Parties Financially Independent)*

**AGREEMENT** made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ (referred to herein for the purposes of this agreement as “Wife”) and \_\_\_\_\_ (referred to herein for the purposes of this agreement as “Husband”), both residing at \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, each of the parties has known the other for a period of time, is fully satisfied with the disclosure of the financial circumstances of the other and desires to make an agreement regarding his and her property rights in consideration of the marriage to each other, and

WHEREAS, each of the parties has assets and earnings, or earnings potential, sufficient to provide for his or her own maintenance and support in a proper and acceptable standard of living without the necessity of financial contributions by the other, and each of the parties is aware of the hazards and risks of the continuance of earnings and of the changes in assets and liabilities of the other and of the possibility of substantially changed financial circumstances of the other with the result that the earnings and/or net worth of one party is or may be substantially different from those of the other party, and

WHEREAS, each of the parties desires to own, hold, acquire and dispose of property now and in the future and subsequent to their marriage to each other with the same freedom as though unmarried and to dispose of said property during their respective lifetimes or upon death or upon any other termination of the marriage without restriction or limitation in accordance with his or her own desires, and

WHEREAS, it is the intention of each of the parties by entering into this agreement to determine unilaterally what property, now and in the future, shall be his or her own separate property and that all the property of each, however acquired or held, shall be free from any consideration as marital property, community property, quasi-community property or any other form of marital or community property, as those terms are used and understood in any jurisdiction, including but not limited to the State of New York,

NOW, THEREFORE, in consideration of the marriage of each party to the other and the mutual promises and covenants herein, the parties have mutually agreed as follows:

1. **Present Property.** Except as otherwise herein set forth, all the property, real, personal and mixed, that each party has previously acquired and now holds in his or her name or possession shall be and continue to remain the sole and separate property of that person, together with all future appreciation, increases and other changes in value of that property and irrespective of the contributions (if any) that either party might have made or may hereafter make to said property or to the marriage, directly or indirectly.

2. **Future Property.** Except as otherwise set forth, all the property, real, personal and mixed, that each party may hereafter acquire in his or her own name or possession shall be and remain the sole and separate property of that person, together with all future appreciation, increases and other changes in value of that property and irrespective of the contributions (if any) that either party may make to said property or to the marriage, directly or indirectly.

3. **Joint Property.** Any property, real, personal or mixed, that shall now or hereafter be held in the joint names of the parties shall be owned in accordance with the kind of joint ownership as title is held, and if there is no other designation, shall be presumed to be held equally by the parties with such survivorship rights (if any) as may be specifically designated by the title ownership or as may be implied or be derived by operation of law other than the operation of the so-called equitable distribution law or community property or any similar law of any jurisdiction.