

PRENUPTIAL AGREEMENT

Parties: _____

Party 1 Information:

Full Name: _____

Address: _____

Date of Birth: _____

Party 2 Information:

Full Name: _____

Address: _____

Date of Birth: _____

Recitals:

WHEREAS, the Parties contemplate legal marriage under the laws of Australia and wish to establish their respective rights and responsibilities regarding each other's property and the property that may be acquired, either separately or together, during the marriage; and WHEREAS, the Parties desire to make a full and complete disclosure of their assets and liabilities to each other; NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. Separate Property

Each Party's separate property, including assets and debts owned or incurred prior to the marriage, shall remain the sole property and responsibility of that Party. Separate property shall include gifts, inheritances, and any property specifically designated as separate in this Agreement.

2. Joint Property

Property acquired jointly during the marriage shall be owned equally by the Parties, unless otherwise agreed in writing.

3. Income

Income earned by each Party during the marriage shall be considered joint property, except where governed otherwise by separate written agreement.

4. Debts

Debts incurred before the marriage shall remain the responsibility of the Party who incurred them. Debts incurred jointly or during the marriage shall be joint obligations.

5. Disclosure

Each Party affirms that they have made a fair and reasonable disclosure of their assets, liabilities, and financial obligations.

6. Spousal Support

The Parties agree on the terms regarding spousal maintenance or support in the event of separation or dissolution of the marriage, which may be modified by mutual consent.

7. Amendments

This Agreement may be amended only by a written instrument signed by both Parties.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Australia, including relevant state or territory legislation.

9. Independent Legal Advice

Each Party acknowledges that they have had the opportunity to seek independent legal advice before executing this Agreement.

10. Voluntary Execution

Each Party confirms that this Agreement is executed voluntarily and without duress or undue influence.

11. Effective Date

This Agreement shall become effective upon marriage of the Parties.

12. Dispute Resolution

Any disputes arising from this Agreement shall first be attempted to be resolved by mediation before initiating legal proceedings.

13. Entire Agreement

This Agreement contains the entire understanding between the Parties relating to its subject matter and supersedes all prior agreements or understandings.

14. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

15. Waiver

Failure to enforce any provision shall not be construed as a waiver of that provision or the right to enforce it later.

16. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, and assigns.

17. No Future Claims

The Parties waive any future claims against each other's separate property, except as otherwise provided herein.

18. Confidentiality

The Parties agree to keep the terms and existence of this Agreement confidential, except as required by law or agreed in writing.

19. Acknowledgement

The Parties acknowledge that they understand the terms and implications of this Agreement.

20. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument.

PARTY 1 SIGNATURE

Signature: _____

Name Printed: _____

Date: _____

PARTY 2 SIGNATURE

Signature: _____

Name Printed: _____

Date: _____

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