

## **Maine Prenuptial Agreement**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_ (husband) of \_\_\_\_\_ (address) and \_\_\_\_\_  
\_\_\_\_\_ (wife) of \_\_\_\_\_ (address).

### **WITNESSETH AS FOLLOWS:**

WHEREAS, a marriage is about to be solemnized between the parties in the State of  
Maine; and

WHEREAS, the parties intend for this Agreement to become effective upon their  
marriage; and

WHEREAS, the parties wish to determine the individual and joint property rights and  
liabilities that may result from said marriage; and

WHEREAS, each of the parties has been informed of his or her legal rights, has been given an  
adequate period of time to consider entering this Agreement prior to the contemplated marriage,  
and have been informed that they should consult counsel of his or her own choosing and receive  
independent legal advice with respect thereto before signing said Agreement; and

WHEREAS, the parties have made full and complete disclosure of their assets and liabilities;  
and all assets have been accurately stated on Exhibits A and B attached hereto; and

WHEREAS, the parties have read and understand this Agreement and execute this Agreement  
voluntarily and believe this Agreement to be fair and to represent their intentions with regard to  
any current or future assets and liabilities.

NOW THEREFORE, in consideration of the marriage about to be solemnized between the parties, other valuable consideration and of the mutual covenants and Agreements herein contained, the parties do hereby agree as follows:

**I. Acknowledgment of No Claim**

This is a premarital Agreement. \_\_\_\_\_(husband) acknowledges that no provision from the estate of \_\_\_\_\_(wife) is to be made for him in the event of any termination of the contemplated marriage except as provided herein.  
\_\_\_\_\_ (wife) acknowledges that no provision from the estate of \_\_\_\_\_(husband) is to be made for her in the event of any termination of the contemplated marriage.

**II. Separate Property**

After the solemnization of the marriage between the parties, each of them shall separately retain all rights in his or her own property, whether now owned or hereafter acquired (other than any property which they may hereafter acquire as joint tenants with rights of survivorship), and each of them shall have the absolute and unrestricted right to dispose of such separate property, in whole or in part, free from 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 solemnized between them. The separate property will be free and clear of any claim of the other party, upon separation or otherwise, without regard to any time or effort invested

during the course of the marriage in the maintenance, management, or improvement of the separate property.

This shall include any personal property which shall remain the sole ownership of the nameholder or the property owner as of the date of the marriage.

### **III. Waiver of Rights in Property and Estate of the Other**

Each of the parties does hereby convey, waive and release unto the other the following:

(a) all rights which he or she may at any time have during the life or after the death of the other under the laws of the State of Maine or any other jurisdiction (including those jurisdictions not within the United States of America) by reason of the marriage between them with respect to any property, real, personal or mixed, of whatsoever kind or nature, now owned or hereafter acquired by the other, through gift, inheritance or by any other means;

(b) all rights which he or she may at any time have under the laws of any jurisdiction (including those jurisdictions not within the United States of America), in the estate of the other after the other's decease, including, without limitation, the right to take an elective share, the share of an omitted spouse, a homestead allowance, an exempt property and family allowance, and all other rights conferred under Parts 2, 3 and 4 of Article 2 of Title 18-A of the Revised Statutes of Maine of 1964, as amended to the date hereof or at any time hereafter, or under any successor statute, whether or not either party provides for the other under the terms of his or her Last Will and Testament;

- (c) all rights of dower, courtesy or thirds which he or she may at any time have under the laws of any jurisdiction (including those jurisdictions not within the United States of America);
- (d) all rights to share in the property or estate of the other existing on the date hereof or arising at any time hereafter which are based on or arise out of marital status, including, without limitation, rights to “marital property” as defined in Section 953 of Title 19-A of said Revised Statutes of Maine, or in any version of the Uniform Marital Property Act, whether such rights shall arise by reason of intestacy, by operation of law, by contract between either party hereto and third persons or otherwise and whether or not such property or estate or any part thereof shall be subject to the jurisdiction of any court of probate;
- (e) all rights of community property which either may at any time have in the property of the other under the laws of any jurisdiction ( including those jurisdictions not within the United States of America);
- (f) all rights and claims to priority to act as executor, administrator, guardian, conservator or other personal representative of the other or the other’s estate under the laws of any jurisdiction (including those jurisdictions not within the United States of America), except to the extent appointed to any such office pursuant to the other’s Last Will and Testament, power of attorney or other appointive consensual document;

#### **IV. Earnings During the Marriage**

All earnings of each party during the marriage shall be considered separate property of the individual. Nothing in this Agreement shall be construed as relieving either party of an obligation to support their minor children.

#### **V. Contributions and Accumulation in Retirement Plans and Accounts**

All retirement plans in the name of the individual shall remain that separate property of the nameholder. All accumulations in and contributions to, whether before or during the marriage, shall remain the separate property of the party who owns the account or is the plan beneficiary.

#### **VI. Separate Obligations/Debts**

All obligations and liabilities incurred by either party heretofore or hereafter without the joinder of the other shall remain the separate obligations of the party who incurred them. Each party hereby agrees to indemnify the other against and hold the other harmless from any such obligation or liability. In the event of the divorce of the parties, each party shall be fully responsible for his or her own separate debts and obligations, and each party shall be responsible for one half of any joint debts.

#### **VII. Income Taxes**

Each party shall satisfy any tax obligation related to their separate property. Nothing in this Agreement shall prevent the parties from filing taxes jointly. The parties recognize and acknowledge that they may choose to file joint federal and state income tax returns, which

returns may show ordinary income and capital gains from property owned and held as separate property of one party. The parties agree that the mere filing of any such joint tax returns shall not convert separate property into marital property or property co-owned by the parties and shall not give rise to a claim of equitable ownership by one party against the party having legal ownership.

### **VIII. Change of Circumstances**

Each party expressly recognizes and acknowledges that: (a) during the marriage of the parties, one party may experience improved financial circumstances as a result of the marriage or as a result of circumstances unrelated to the marriage; (b) one party may earn or receive income substantially greater than the other; (c) one party may have a substantially larger estate than the other; or (d) one or both parties may experience reduced earnings, reduced income or diminished earning capacity. The parties agree that these possible changes in circumstances shall have no effect on this Agreement.

### **IX. Effect of Children**

The parties agree that if the parties shall become biological or adoptive parents or guardians of a minor, this Agreement shall remain in full force and effect without any change or modification of any nature with the exception of requirements to support such children.

## **X. Shared Property**

In the event of separation or divorce, the following types of property will be deemed shared:

- A. Property acquired after execution of this Agreement that is held in the names of both parties and where the parties have manifested an intent for such property to be shared and equitably divided;
- B. Property in which the parties have a manifested Agreement that the property is shared, which shall be construed by signed documentation thereof.

In the event a property cannot be easily construed as shared or separate, the property shall be deemed separate and the property shall remain that of the nameholder unless there is clear and convincing proof that the property was deemed shared.

## **XI. Wills/Codicils or Other Transfers of Property**

Nothing in this document shall be considered a waiver of any bequest of devise that one party may choose to make the other party by way of a will or codicil or by way of any gift, grant, or conveyance from one party to the other.

## **XII. Disclosure**

Each party has made a full and complete disclosure to the other of the property owned by him or her at the time of the execution of this Agreement by a written summary delivered to the other; copies of the summaries entitled Exhibit A for \_\_\_\_\_ (husband)

as prepared by him, and Exhibit B for \_\_\_\_\_ (wife) as prepared by her, respectively, having been exchanged between the parties. Each party acknowledges that he or she has examined and understands the summary prepared by the other.

### **XIII. Fairness**

Each party has been given ample time to consider entering this Agreement prior to the contemplated marriage and is competent to sign the Agreement. Each party has been given opportunity to obtain counsel of his or her own choosing. This Agreement has been entered into voluntarily and knowingly by each party and without undue influence, duress, fraud or overreaching on the part of either party.

### **XIV. Necessary Documents**

Each party shall upon the request of the other, or of any third party with an appropriate interest, execute, acknowledge and deliver any instruments appropriate or necessary to carry into effect the provisions and the intent of this Agreement.

### **XV. Governing Law**

This Agreement shall be governed by the interpreted according to the laws of the State of Maine, regardless of any domicile established by the parties hereto or either of them at any time.

## **XVI. Entire Understanding**

This Agreement contains the entire understanding of the parties with respect to their rights and obligations between themselves and no representations or promises have been made by either to the other, except as stated and contained herein. Nothing herein shall be construed to prevent or invalidate in whole or in part any voluntary transfer, whether inter vivos or testamentary, of any nature or description by a party of any interest in that party's property to the other. This Agreement may be amended only by an instrument in writing signed by both parties in the presence of two witnesses and acknowledged by the parties.

## **XVII. Severability**

If any provision hereunder shall subsequently be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **XVIII. Duplicates**

The parties hereto may execute any number of copies of this instrument, each of which shall be deemed an original and may be used for any purpose without production of any other executed copy.

## **XIX. Binding Effect**

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective legal representatives, heirs, and assigns.

**XX. Effective Date**

This Agreement shall become effective upon marriage of the parties.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF MAINE  
\_\_\_\_\_, SS.

\_\_\_\_\_, 20\_\_\_\_

Personally appeared the above named \_\_\_\_\_ and made oath that the foregoing Premarital Agreement was signed by him as his own free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law  
My commission expires:

STATE OF MAINE  
\_\_\_\_\_, SS.

\_\_\_\_\_, 20\_\_\_\_

Personally appeared the above named \_\_\_\_\_ and made oath that the foregoing Premarital Agreement was signed by her as her own free act and deed.

Before me,

---

Notary      Public/Attorney-at-Law  
My commission expires: