

Prenuptial Agreement — State of Georgia

State of Georgia

Spouse 1: _____

Spouse 2: _____

Property Rule: Merge Assets

Alimony Waiver: No

PARTIES & INTENTION TO MARRY

This Prenuptial Agreement ("Agreement") is made and entered into prior to marriage, by and between _____ ("Spouse 1"), having an address at _____, and _____ ("Spouse 2"), having an address at _____. The parties contemplate marriage and desire to define their respective rights and obligations regarding separate and marital property.

PROPERTY DIVISION & EARNINGS

SEPARATE PROPERTY: Separate property is strictly limited to the assets explicitly listed on the attached schedules. All other assets owned prior to marriage shall merge and be classified as joint marital property.

EARNINGS ACQUIRED DURING MARRIAGE: All earnings, salary, and income acquired by either spouse during the marriage from personal work, services, or investments shall be considered joint marital property (community property) and divided equally in the event of divorce.

SPOUSAL SUPPORT & ALIMONY TERMS

SPOUSAL SUPPORT: The right to receive spousal support or maintenance remains subject to determination by a court of competent jurisdiction under the laws of the State of Georgia in the event of divorce.

FINANCIAL ASSET & DEBT DISCLOSURE

FINANCIAL DISCLOSURE: The parties have elected to sign this Agreement without attaching detailed financial disclosure schedules. **WARNING:** Declining to disclose financial assets and debts may render this prenuptial agreement invalid and unenforceable under the laws of the State of Georgia.

EXECUTION & STATE LEGAL STANDARDS

EXECUTION & COMPLIANCE: This Agreement is signed in writing and must be executed voluntarily by both prospective spouses before the day of marriage. **GEORGIA WITNESS REQUIREMENT:** This Agreement is signed in the presence of at least two (2) witnesses and notarized, complying with Georgia

Code Section 19-3-62.

GOVERNING LAW & INTEGRATION

GOVERNING LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia. Any disputes arising under this Agreement shall be resolved in the courts of Georgia.

This Agreement constitutes the entire marital agreement between the parties and overrides all prior oral or written representations.

STATE-REQUIRED PROVISIONS

**GEORGIA PRENUPTIAL AGREEMENT STANDARDS (O.C.G.A. § 19-3-60 / SCHERER V. SCHERER):
THE PARTIES CERTIFY THAT THIS AGREEMENT WAS NOT OBTAINED THROUGH FRAUD,
DURESS, OR MISTAKE; THAT FULL, FAIR, AND REASONABLE DISCLOSURE OF ALL MATERIAL
FINANCIAL FACTS WAS MADE; AND THAT ENFORCEMENT IS NOT UNCONSCIONABLE.**

SIGNATURES

Signature

Spouse 1: _____

Date: _____

Signature

Spouse 2: _____

Date: _____

WITNESS DECLARATIONS

The undersigned witnesses hereby declare under penalty of perjury that the principal signed this document in our presence.

Witness 1 Signature

Name: _____

Address: _____

Date: _____

Witness 2 Signature

Name: _____

Address: _____

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared the Principal/Testator, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Notary Public Signature

My Commission Expires: _____

[Place Seal Here]