

# PRE-NUPTIAL AGREEMENT WORKBOOK

## WARNING:

A prenuptial agreement has serious and significant potential and actual legal consequences. You are urged to consult with an attorney first to make sure that a prenuptial agreement is in your best interest. We are not attorneys and we can not give you legal advice. We are not accountants or tax professionals and we can not give you tax advice. In other words, it is most important that you make sure that you understand the terms and legal effect of signing this document once it is completed.

After we prepare your agreement, you must read the prenuptial agreement carefully and you must make sure you understand what it means and the real and potential consequences thereof. There will be a 72 hour review period for the prenuptial agreement to be signed

The resource attorney has advised us to warn you that you are essentially giving up all rights to benefit from the other party financially by virtue of the marriage alone. For that reason, you are urged to obtain independent legal counsel and or tax advice of your own selection prior to entering into a prenuptial agreement.

The resource attorney has advised us to warn you that you are agreeing that, in the event of a divorce, both parties shall waive equitable distribution, both parties shall waive maintenance, both parties shall have joint custody of any children of the marriage, as well as other agreements regarding any children of the marriage. For those reasons, you are urged to obtain independent legal counsel and advice of your own selection prior to entering into a prenuptial agreement.

The resource attorney has advised us to warn you that if you enter into a prenuptial agreement, any property the parties have in separate names remains separate property (even if acquired during the marriage.) For that reason, you are urged to obtain independent legal counsel and advice of your own selection prior to entering into a prenuptial agreement.

The resource attorney has advised us to warn you that any jointly held property will automatically be owned 50/50, regardless of how much each put in. For that reason, you are urged to obtain independent legal counsel and advice of your own selection prior to entering into a prenuptial agreement.

The legal results and ramifications of your prenuptial agreement could be materially different from an agreement resulting from adversarial proceedings, or a decision which might have been rendered by a Court of Law in the State of New York. For that reason, you are urged to obtain independent legal counsel and advice of your own selection prior to entering into a prenuptial agreement.

We have provided you with a very limited view of your respective rights and obligations pursuant to the New York Domestic Relations Law with respect to your prenuptial agreement. You understand that We The People are not attorneys or accountants and cannot give legal or tax advice

***CUSTOMER SIGNATURE HERE:*** \_\_\_\_\_

# PRE-NUPTIAL AGREEMENT WORKBOOK

<p><b>Your Name</b> _____ <input type="checkbox"/> Male <input type="checkbox"/> Female</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____ County: _____</p> <p>Date of birth: _____ Phone Number : (     ) _____</p> <p>Your Gross Income PER YEAR: \$ _____</p> <p>Your Employer Name: _____</p>
<p><b>Future Spouse's Name</b> _____ <input type="checkbox"/> Male <input type="checkbox"/> Female</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____ County: _____</p> <p>Date of birth: _____ Phone Number : (     ) _____</p> <p>Future Spouse's Gross Income PER YEAR: \$ _____</p> <p>Future Spouse's Employer Name: _____</p>

**IN THE EVENT OF A DIVORCE BETWEEN THE PARTIES DO YOU WANT TO PAY SPOUSAL MAINTENANCE (ALIMONY)?**

**Yes**     **No**

☞ If **YES**, pick OPTION #1 or OPTION #2 below.

☞ If **NO**, SKIP to the next page.

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**OPTION #1: STATE GUIDELINE SPOUSAL MAINTENANCE**

I will PAY spousal maintenance pursuant to the *Maintenance Guidelines Law*

(I will only PAY spousal maintenance if my spouse is entitled to receive spousal maintenance based on the income amounts of the parties pursuant to the Maintenance Guidelines Law at the time either party files for divorce. If I have to pay, the payments shall begin on the first day of the first month after either party files for divorce, and the duration shall be determined by the formula in the Maintenance Guidelines Law)

**AND**

Maintenance paid *directly*    **OR**     Paid through the *County Support Collection Unit*.

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**OPTION #2: YOUR OWN SPOUSAL MAINTENANCE AGREEMENT**

I will PAY spousal maintenance pursuant to the following agreement:

**How much \$** \_\_\_\_\_ per month, beginning on the first day of the first month after either party files for divorce.

**How Long Will You Pay? :** \_\_\_\_\_

**AND**

Maintenance paid *directly*    **OR**     Paid through the *County Support Collection Unit*.

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**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

**IN THE EVENT OF A DIVORCE BETWEEN THE PARTIES DO YOU WANT TO RECEIVE SPOUSAL MAINTENANCE (ALIMONY)?**

**Yes**     **No**

☞ If **YES**, pick OPTION #1 or OPTION #2 below.

☞ If **NO**, SKIP to the next page.

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**OPTION #1: STATE GUIDELINE SPOUSAL MAINTENANCE**

I will RECEIVE spousal maintenance pursuant to the *Maintenance Guidelines Law*

(I will only RECEIVE spousal maintenance if my spouse is required to pay spousal maintenance to me based on the income amounts of the parties pursuant to the Maintenance Guidelines Law at the time either party files for divorce. If I RECEIVE spousal maintenance, the payments shall begin on the first day of the first month after either party files for divorce, and the duration shall be determined by the formula in the Maintenance Guidelines Law)

**AND**

Maintenance paid *directly*    **OR**     Paid through the *County Support Collection Unit*.

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**OPTION #2: YOUR OWN SPOUSAL MAINTENANCE AGREEMENT**

I will RECEIVE spousal maintenance pursuant to the following agreement:

**How much \$** \_\_\_\_\_ per month, beginning on the first day of the first month after either party files for divorce.

**How Long Will You Receive Spousal Maintenance? :** \_\_\_\_\_

**AND**

Maintenance paid *directly*    **OR**     Paid through the *County Support Collection Unit*.

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

**WHAT COUNTY WILL THIS AGREEMENT BE SIGNED IN?** \_\_\_\_\_

( ALBANY - NEW YORK - BRONX - RENSSELAER- WESTCHESTER - QUEENS - SUFFOLK )

**ANTICIPATED DATE OF MARRIAGE:** \_\_\_\_\_

**DOES EITHER PARTY HAVE CHILDREN UNDER THE AGE OF 21?**  Yes  No

☞ If YES: **COMPLETE THE FOLLOWING:**

**MY CHILDREN UNDER AGE 21**

NAME OF CHILD \_\_\_\_\_

CHILD DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME OF CHILD \_\_\_\_\_

CHILD DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME OF CHILD \_\_\_\_\_

CHILD DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME OF CHILD \_\_\_\_\_

CHILD DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

**SPOUSE'S CHILDREN UNDER AGE 21**

NAME OF CHILD \_\_\_\_\_

CHILD DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME OF CHILD \_\_\_\_\_

CHILD DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME OF CHILD \_\_\_\_\_

CHILD DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME OF CHILD \_\_\_\_\_

CHILD DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

**DO THE PARTIES HAVE KIDS TOGETHER UNDER THE AGE OF 21?  Yes  No**

**☞ If YES: COMPLETE THE FOLLOWING:**

#1 CHILD'S NAME	Birth Date	Social Security Number

#1 Child's Current Address: \_\_\_\_\_

#1 Child's Previous Address in the last 5 years:  NONE OR  Child's Previous Address is:

FROM: \_\_\_\_\_ TO: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

#2 CHILD'S NAME	Birth Date	Social Security Number

#2 Child's Current Address: \_\_\_\_\_

#2 Child's Previous Address in the last 5 years:  NONE OR  Child's Previous Address is:

FROM: \_\_\_\_\_ TO: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

#3 CHILD'S NAME	Birth Date	Social Security Number

#3 Child's Current Address: \_\_\_\_\_

#3 Child's Previous Address in the last 5 years:  NONE OR  Child's Previous Address is:

FROM: \_\_\_\_\_ TO: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

**CUSTOMER SIGNATURE HERE:** \_\_\_\_\_

# YOUR ASSETS & DEBTS

## YOUR DEBTS:

NAME OF CREDITOR:	ACCOUNT #: (Last 4 ONLY)	APPROXIMATE BALANCE:
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$

## YOUR VEHICLES:

VEHICLE - YEAR/MODEL	ESTIMATED VALUE
1.	
2.	
3.	
4.	

***CUSTOMER SIGNATURE HERE:***

## **YOUR BANK ACCOUNTS & FINANCIAL ASSETS:**

NAME OF BANK ACCOUNT, BROKERAGE, FUND, STOCK, ETC.:	APPROXIMATE BALANCE
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$

## **YOUR BUSINESS INTERESTS:**

NAME OF BUSINESS	ESTIMATED VALUE
1.	
2.	

***CUSTOMER SIGNATURE HERE:***

**YOUR PENSION PLANS (DEFINED BENEFIT PLANS):**

NAME OF PENSION PLAN	APPROXIMATE VALUE
1.	
2.	

**YOUR RETIREMENT SAVINGS PLANS**  
**(DEFINED CONTRIBUTION PLANS)**

[Including but not limited to: IRA, 401(k), 403(b), Annuity, Profit Sharing Plan, SEP IRA, Keogh, etc.]

NAME OF RETIREMENT SAVINGS PLAN	APPROXIMATE VALUE
1.	
2.	
3.	
4.	
5.	
6.	

***CUSTOMER SIGNATURE HERE:***

**YOUR REAL ESTATE:**

<b>ADDRESS OF REAL ESTATE YOU OWN</b>	<b>DESCRIBE HOW IT IS OWNED</b>	<b>ESTIMATED VALUE OF REAL ESTATE YOU OWN</b>
1.		
2.		
3.		
4.		

**YOUR OTHER ASSETS & STUFF & PERSONAL PROPERTY:**

<b>YOUR OTHER ASSETS &amp; PERSONAL PROPERTY ITEMS</b> (i.e.: furniture, TV, pets, etc.)
1.
2.
3.
4.
5.
6.
7.
8.
9.

# YOUR FUTURE SPOUSE'S ASSETS & DEBTS

## YOUR FUTURE SPOUSE'S DEBTS:

NAME OF CREDITOR:	APPROXIMATE BALANCE:
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$

## YOUR FUTURE SPOUSE'S VEHICLES:

VEHICLE - YEAR/MODEL	ESTIMATED VALUE
1.	
2.	
3.	
4.	

**YOUR FUTURE SPOUSE'S**  
**BANK ACCOUNTS & FINANCIAL ASSETS:**

NAME OF BANK ACCOUNT, BROKERAGE, FUND, STOCK, ETC.:	APPROXIMATE BALANCE
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$

**YOUR FUTURE SPOUSE'S BUSINESS INTERESTS:**

NAME OF BUSINESS	ESTIMATED VALUE
1.	
2.	

***CUSTOMER SIGNATURE HERE:***

**YOUR FUTURE SPOUSE'S**  
**PENSION PLANS (DEFINED BENEFIT PLANS):**

NAME OF PENSION PLAN	APPROXIMATE VALUE
1.	
2.	

**YOUR FUTURE SPOUSE'S RETIREMENT SAVINGS PLANS**  
**(DEFINED CONTRIBUTION PLANS)**

[Including but not limited to: IRA, 401(k), 403(b), Annuity, Profit Sharing Plan, SEP IRA, Keogh, etc.]

NAME OF RETIREMENT SAVINGS PLAN	APPROXIMATE VALUE
1.	
2.	
3.	
4.	
5.	
6.	

***CUSTOMER SIGNATURE HERE:***

**YOUR FUTURE SPOUSE’S REAL ESTATE:**

<b>ADDRESS OF REAL ESTATE YOUR SPOUSE OWNS</b>	<b>DESCRIBE HOW IT IS OWNED</b>	<b>ESTIMATED VALUE OF REAL ESTATE YOUR SPOUSE OWNS</b>
1.		
2.		
3.		
4.		

**YOUR FUTURE SPOUSE’S  
OTHER ASSETS & STUFF & PERSONAL PROPERTY:**

<b>YOUR FUTURE SPOUSE’S OTHER ASSETS &amp; PERSONAL PROPERTY ITEMS</b> (i.e.: furniture, TV, pets, etc.)
1.
2.
3.
4.
5.
6.
7.
8.