
Prenuptial Agreement

by Documatica Legal Forms Inc.

THIS AGREEMENT MADE IN TRIPLICATE THIS 14th day of March, 2010

BETWEEN:

David Thomas Stevens
of the City of Roswell
in the State of New Mexico

- AND -

Brandi Elizabeth Donaldson
of the City of Albuquerque
in the State of New Mexico

BACKGROUND

David Thomas Stevens and Brandi Elizabeth Donaldson, who shall be collectively known herein as "the parties", love each other and are entering into this prenuptial agreement (the "Agreement") in contemplation of marriage to each other.

The parties are setting forth in this Agreement their respective rights for the status, ownership, and division all property either owns at the date of their marriage and in and to all property that may be acquired by either or both of them after their marriage. They are also setting forth their rights regarding spousal support or maintenance.

In consideration of the fact that unhappy differences may arise between the parties, the parties desire that the terms set forth in this Agreement will govern the distribution of their present and future property and/or assets, to as great a degree as permitted by statutory or case law. Furthermore, the parties intend that any Federal or State legislation which may be applicable shall not be applied to them.

Information about each of the parties' assets, liabilities, and approximate current income has been exchanged prior to entering into this Agreement. Each party acknowledges they are satisfied with such disclosures, and waive any other rights to disclosure of the other party's assets or liabilities beyond the disclosure that has been provided. Each party has voluntarily and expressly waived their right to legal counsel, after being provided with the opportunity to consult with legal counsel of their choosing in their respective jurisdictions.

Each party affirms the following:

1. THAT the parties executed this Agreement voluntarily and under no duress or undue influence;
2. THAT this Agreement was not unconscionable at the time of execution;
3. THAT each party received a disclosure of the assets and liabilities of the other party, and that, in the opinion of the receiving party, this disclosure was fair and reasonable.
4. THAT each party could conceivably have had an adequate knowledge of the assets and liabilities of the other party.
5. Both parties acknowledge that they have had a reasonable time to review this Agreement, and consult with legal counsel if necessary, before executing this Agreement.

THEREFORE in consideration of the approaching marriage, and the mutual promises hereinafter set forth and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

EFFECTIVE DATE

This Agreement shall take effect upon the solemnization of marriage of the parties, and will be governed by the applicable laws of the New Mexico, including any Uniform Premarital Agreement Act that may exist.

SEPARATE PROPERTY

The present property of each party is described in the list attached to this Agreement.

This sample represents only part of a completed document.
The remainder of the document has been intentionally omitted.

SAMPLE DOCUMENT