
- Antenuptual or Pre-Marital Agreements FAQ's -

1. **Is there anything I can do before getting married to limit my obligations to my prospective spouse in the event the marriage fails and we get divorced?**

You may enter into an antenuptual agreement.

2. **What is an Antenuptual Agreement?**

It is a contract made between prospective spouses in contemplation of marriage in which they define their property rights during marriage and in the event of death or a divorce. It becomes effective upon marriage.

3. **What Can We Agree To in an Antenuptual Agreement?**

- **You may agree as to ownership of property acquired after marriage which may serve in lieu of equitable distribution in the event of a divorce.**
- **You may vary substantially property rights that would otherwise arise on marriage.**
- **You may agree to release rights in each other's estate.**
- **You are free, within limits, to set the amount and duration of support or maintenance in the event of a divorce or separation.**
- **You may, within limits, waive your rights to maintenance, equitable distribution and counsel fees, in the event of a divorce or separation.**

4. **Can We Waive Rights with Regard to Children?**

Child support provisions are governed by different rules that take into account a child's needs and best interests and the state's concern as to the welfare of children. Waivers of child support are invalid. Agreements as to child custody and visitation will not be upheld because as the welfare of the child born after marriage will override.

5. **Can We Waive Pension Rights?**

No. A written release in an antenuptual agreement of all claims to spousal benefits as a surviving spouse under an employee

benefit plan of a prospective spouse is not an effective or valid waiver under the Federal Employee Retirement Income Security Act.

6. Must an antenuptual agreement be in a specific format?

Certain formalities are essential. To be valid and enforceable in a matrimonial action, the agreement must be in writing and it must be subscribed and acknowledged or proved in the manner required to entitle a deed to be recorded.