**ANTE NUPTIAL AGREEMENT**

**THIS AGREEMENT**, made this the day of 199\_\_, between , hereafter referred to as , and , hereafter referred to as

**WHEREAS,** the parties hereto intend to marry each other; and

**WHEREAS**, the parties desire to fix and determine by this Agreement all questions of property and financial responsibility between them and the rights and claims that will accrue to each of them, by reason of the marriage, in the estate and property of the other upon his or her demise or upon dissolution of the marriage; and

**WHEREAS,** the parties desire to accept the provisions of this Agreement in lieu of and in full discharge, settlement and satisfaction of all such rights and claims;

**NOW, THEREFORE**, in consideration of the marriage, and in further consideration of the mutual promises and undertakings hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. Each party shall, during his or her lifetime, have the sole right to keep, retain and possess any and all property of every kind and description, wheresoever located, which he or she now owns, has an interest in, or is possessed of, or seised of, or may hereafter acquire or receive, including, without limitation, the property described in Exhibits "A" and "B" hereto, as his or her absolute property, together with any income, gains, or revenues therefrom or accretions or additions thereto, and the unrestricted right to control, enjoy and dispose of the same at all times free and clear of any claim by the other party, in the same manner and extent as if the marriage had not taken place and the parties had remained unmarried, and irrespective of the laws of the domicile or residence of the parties or to which they or the property may be or become subject, and to such end the parties agree that such property shall be and continue to be their separate property notwith­standing any laws, rules or decisions pertaining to community property or equitable distribution. Without limiting the generality hereof, the parties further agree that in the event of dissolution of the marriage, neither party shall have any rights in or shall claim, assert or seek to establish, have determined or be awarded any legal, equitable, statutory or possessory interest in any of the separate property of the other (including the property described in Exhibits "A" and "B"), whether such property was earned or acquired before or after the marriage. Notwithstanding anything to the contrary contained herein, if the parties shall during the marriage acquire and hold property as joint tenants or as tenants by the entireties, in the event of dissolution of the marriage other than by death of one of the parties, the parties shall hold such property as tenants in common, and in the event of death, the surviving joint tenant shall be entitled to the sole ownership of the property.

2. hereby waives, releases and relinquishes any and all rights and claims of every kind, nature and descrip­tion that, under the present or future laws of any jurisdiction, she may acquire upon the death of as his surviving spouse in his estate or property, including (but not by way of limitation) any and all statutory allowances, dower, and homestead rights; all rights to take in intestacy; all rights to act as administratrix of his estate; any and all rights of exemption for the benefit of family; any and all rights to receive an elective share against any Last Will and Testament of his; any and all rights of election to take the augmented estate; and any similar rights or claims which she may acquire upon the death of under the laws of any jurisdiction in which may have property at the time of his death or in which he may reside or be domiciled.

3. hereby waives, releases and relinquishes any and all rights and claims of every kind, nature and description that, under the present or future laws of any jurisdiction, he may acquire upon the death of as her surviving spouse in her estate or property, including (but not by way of limitation) any and all statutory allowances, curtesy, and homestead rights; all rights to take in intestacy; all rights to act as administrator of her estate; any and all rights of exemption for the benefit of family; any and all rights to receive an elective share against any Last Will and Testament of hers; any and all rights of election to take the augmented estate; and any similar rights or claims which he may acquire upon the death of under the laws of any jurisdiction in which may have property at the time of her death or in which she may reside or be domiciled.

4. Nothing contained herein shall be deemed to constitute a waiver by either party of any devise, bequest or legacy that may, in the sole and absolute discretion of the other, be left to him or to her by the Last Will and Testament of the other, or any codicil thereto, or the waiver or relinquishment of rights in or to any gift made in the sole and absolute discretion by one party during his or her lifetime to the other. Furthermore, nothing contained herein shall be deemed to preclude either of the parties from serving in any fiduciary capacity under the Last Will and Testament of the other if one party hereto, in his or her sole and absolute discretion, shall, in his or her Last Will and Testament, appoint the other party hereto to serve in such a fiduciary capacity. The parties acknowledge that no representations or promises of any kind whatsoever have been made by either of them to the other with respect to any such devise, bequest, legacy, gift or appointment.

5. Each party does hereby acknowledge that he or she is fully able to support himself or herself without help or aid from the other. Accordingly, the parties each agree that in the event of the dissolution of their marriage for any reason, neither party shall seek spousal support or maintenance from the other and each party acknowledges that he or she does not need or desire spousal support or maintenance from the other. Each party does hereby waive, release and relinquish any claim he or she has against the other arising from the marital relationship.

6. hereby acknowledges that she has consulted legal counsel with respect to all the provisions of this Agreement; that has disclosed and acquainted her with his property, means and resources; and that she clearly understands, consents to and accepts all the provisions of this Agreement and enters into it freely, volun­tarily and with full knowledge of the interest in the estate and property of to which she would otherwise be entitled as his spouse during the marriage and upon his demise or upon the dissolution of their marriage for any other reason. Attached hereto as Exhibit "A" is a statement of the approximate net market value of the assets (other than clothing, jewelry, personal effects and other articles of tangible personal property) of hereby acknowledges that prior to the date of this Agreement she has received and reviewed a copy of said statement, and hereby represents that his assets have not changed in any significant respect between the date of such statement and the date of this Agreement.

7. hereby acknowledges that he has consulted legal counsel with respect to all the provisions of this Agreement; that has disclosed and acquainted him with her property, means and resources; and that he clearly understands, consents to and accepts all the provisions of this Agreement and enters into it freely, voluntarily and with full knowledge of the interest in the estate and property of to which he would otherwise be entitled as her spouse during the marriage and upon her demise or upon the dissolution of their marriage for any other reason. Attached hereto as Exhibit "B" is a statement of the approximate net market value of the assets (other than clothing, jewelry, personal effects and other articles of tangible personal property) of . hereby acknowledges that prior to the date of this Agreement he has received and reviewed a copy of said statement, and repre­sents that her assets have not changed in any significant respect between the date of such statement and the date of this Agreement.

8. All of the terms of this Agreement shall apply to, bind, and be obligatory upon the heirs, executors and adminis­tra­tors, personal representatives and assigns of the husband and wife.

9. In consideration of the agreements contained herein, the parties hereby annul, cancel and invalidate any and all prior property settlements between them.

10. This Agreement was drafted cooperatively, in consulta­tion with the parties, and neither party shall be entitled to claim the benefit of any ambiguity or alleged mistake in the drafting hereof.

11. This Agreement contains the entire understanding of the parties, who, with full and complete advice of counsel, hereby state there are no oral or written representations, warranties, agreements or covenants, relied upon to the detriment or benefit of either party other than those expressly set forth herein.

12. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formalities as this Agreement.

13. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any other default or breach of the same or similar nature.

14. This Agreement and the provisions hereof shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

15. If any provision in this Agreement is held invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto affix their signa­tures and seals.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Commonwealth of Virginia :

County of , to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that the foregoing instrument was acknowledged before me by to be his individual act and deed for the purposes set forth in said instrument.

Given under my hand and seal this the day of \_\_\_\_\_\_\_, 199\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commonwealth of Virginia:

County of , to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction do hereby certify that the foregoing instrument was acknowledged before me by to be her individual act and deed for the purposes set forth in said instrument.

Given under my hand and seal this the day of \_\_\_\_\_\_\_\_, 199\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**SEPARATE PROPERTY OF**

**EXHIBIT B**

**SEPARATE PROPERTY OF**