

Prenuptial Agreements

Prenuptial Agreements in New Jersey

The decision to enter into a prenuptial or pre-civil union agreement is a personal decision that warrants extensive discussion and consideration. Every couple's situation is different; our experienced attorneys review and analyze the benefits and detriments of prenuptial agreements as relevant to our client's unique circumstances. Our job is to make sure that clients understand their legal options, so they can take the right steps to achieve their goals and protect their interests.

A prenuptial or pre-civil union agreement (also called a "prenup", premarital, or antenuptial agreement) is a legal contract entered into between two individuals before their marriage or civil union. The prenuptial agreement becomes effective upon marriage. Prenuptial agreements are generally used to set forth the rights and obligations of both parties concerning financial issues, such as the distribution of assets and/or payment of spousal support in the event of a divorce.

Enforceability of Prenup Agreements

While some people mistakenly believe that a prenuptial agreement will not survive a legal challenge, the determination as to whether a particular agreement will be enforceable hinges upon whether the particular agreement is found to satisfy certain statutory requirements.

In 1988, New Jersey joined other states across the nation to adopt the Uniform Pre-Marital Agreement Act, N.J.S.A. §§ 37:2-32 to 37:2-41. This Act sets forth the requirements for the enforcement of a prenuptial or civil union agreement, including the rights and obligations of the parties. Premarital and civil union agreements are enforceable under New Jersey law if they are drafted in a manner that ensures compliance with the statutory requirements. Under the current version of the Act, the premarital or pre-civil union agreement must be in writing; must contain a statement of assets annexed to it; it must be signed by both parties; and both parties must have legal counsel or expressly waive

the right to independent legal counsel. If you are contemplating entering into a prenuptial or civil union agreement, we encourage you to seek guidance from a New Jersey prenup attorney at our firm. These practitioners work in partnership with our trust and estates attorneys in the drafting and negotiation of sophisticated prenuptial agreements that meticulously address:

- Amount and term of alimony/spousal support;
- Waiver of alimony;
- Pre-marital asset values and the protection of those assets;
- Pre-marital business interests and the protection of those interests;
- Inherited assets and the protection of those assets;
- Division of assets upon divorce, including but not limited to real estate, business interests, stocks, bonds, and other investments;
- The establishment of responsibility for premarital debts such as credit cards, student loans, mortgages, etc.; and/or
- Resolution of the distribution of property upon death.

Einhorn Barbarito lawyers understand the stress involved in divorce litigation or the death of a spouse; our focus on preparing comprehensive prenuptial agreements ensures the protection of our clients' assets in the event a marriage ends in divorce or death. Our in-depth knowledge of New Jersey law allows us to draft prenuptial agreements that can withstand a New Jersey Court's scrutiny and maintain their validity and enforceability.

Setting aside a Prenup

Although prenuptial and civil union agreements are generally enforceable, a person may obtain a court order that vacates (or voids) the agreement. This is not an easy endeavor; it often involves protracted litigation.

If a party seeks to vacate the prenup, that party must demonstrate that he/she: (i) executed the agreement involuntarily; or (ii) entered into an "unconscionable" agreement because at the time of execution of the agreement, he/she was not provided full and fair disclosure of the earnings, property and financial obligations of the other party; did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided;

did not have, or reasonably could not have had, an adequate knowledge of the property or financial obligations of the other party; or did not consult with independent legal counsel and did not voluntarily and expressly waive, in writing, the opportunity to consult with independent legal counsel.

Einhorn Barbarito prenup lawyers have experience in both the defense of, and setting aside of, prenuptial agreements, including agreements drafted by other law firms and lawyers.

Discuss your Concerns with a Knowledgeable New Jersey Prenup Lawyer

If you have questions about prenuptial or civil union agreements or need assistance in negotiating a prenuptial agreement under New Jersey law, Einhorn Barbarito attorneys are prepared to guide you every step of the way. While no one enters into marriage thinking of its end, our lawyers know that a [divorce](#) or death can have far-ranging effects on our clients' lives. We work diligently to ensure that our clients take the right steps to plan ahead and avoid costly, extended and unpleasant litigation.

Because prenuptial agreements in New Jersey can be very complex, we encourage you to contact one of our experienced family law attorneys at [973-627-7300](tel:973-627-7300) to schedule a consultation. Our lawyers handle prenuptial agreements and divorce issues throughout New Jersey.