



## PREMARITAL AGREEMENT

There are a lot of misconceptions when it comes to the need and the preparation of agreements prior to marriage. Today, as we are living longer, many widow and widowers are entering into second marriages. Often, the need to sign an Agreement is motivated by the children who worry that their inheritances will be lost to a new spouse. Sometimes, it is the parents who have been gifting to their children during life or who know that their children will be receiving an inheritance, who urge their children to enter into pre marital agreements. Whatever the reason, premarital agreements are valid in Ohio when they meet certain guidelines.

A basic rule of thumb for premarital agreements is that they must be based on a full disclosure of assets and liabilities, signed at least thirty days before the ceremony and each party should be represented by independent counsel.

They must be in writing to be enforceable. They must be properly executed. The parties should not be pressured and there should be time for the parties to each read the agreement. The spouse to be should not be given a stack of papers to sign without time to read and understand the terms. Failing to provide pertinent information is as bad as providing false information and it will render the premarital agreement invalid and unenforceable.

Seek the advice of an estate planner and/or a divorce attorney if you think you want a premarital agreement to protect your individual property.