

PRENUPTIAL AGREEMENT

This Prenuptial Agreement (the "Agreement") is made on _____, 20____ between MICKY MOUSE of DisneyWorld, Orlando, FL 33333 ("Micky") and MINNIE MOUSE of DisneyWorld, Orlando, FL 33333 ("Minnie"), collectively referred to in this Agreement as the "Parties," and each individually referred to as a "Party."

1. BACKGROUND

- (a) The Parties are contemplating marriage to each other.
- (b) The Parties wish to enter into this Agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them.
- (c) The Parties recognize the possibility that unhappy differences may arise between them and wish to set out their respective rights and liabilities that may result from this relationship. Accordingly, the Parties desire that the distribution of any property that either or both of them may own and the division of any liabilities or debts will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that the terms of this Agreement will supersede any laws or statutes that may otherwise apply, both Federal and State.
- (d) The Parties have disclosed to their satisfaction all property (including real property, personal property, income, and earnings) as well as all financial obligations that each Party may have, and the Parties hereby voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided.
- (e) Each Party acknowledges and affirms that:
 - (i) Each Partner has been provided with a reasonable period of time to review this Agreement;
 - (ii) Each Party has had the opportunity to receive independent legal advice from an attorney of his or her own choosing regarding the terms of this Agreement;
 - (iii) Each Partner has executed this Agreement voluntarily and under no duress, coercion, or undue influence on his or her decision by the other Party or any other person;
 - (iv) This Agreement was not unconscionable when it was executed;
 - (v) Prior to execution of this Agreement, both Parties were provided a fair and reasonable disclosure of the property and financial obligations of the other Party; and
 - (vi) The Parties have, or reasonably could have had, an adequate knowledge of the property and financial obligations of the other Party.

(f) The Parties acknowledge that this Agreement will continue upon termination of their marriage, whether by death, divorce, or otherwise.

IN CONSIDERATION of their upcoming marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties covenant and agree as follows:

2. INTENTION OF THE PARTIES

(a) Although the Parties acknowledge that their circumstances after the execution of this Agreement may change for many reasons, including but not limited to the passage of time, it is nonetheless their intention to be strictly bound by the terms of this Agreement at all times.

(b) This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

(c) The Parties agree to provide and execute such further documentation as may reasonably be required to give full force and effect to each term of this Agreement.

3. PROPERTY

(a) With respect to any determination of ownership of property that may occur upon the death of a Party or in the event of a separation of the Parties, the Parties agree that all property will be treated as property owned solely by either one of the Parties (the "Separate Property") unless there is proof of joint legal ownership. Separate Property expressly includes:

(i) All property, real or personal, owned by one Party at the date of execution of this Agreement;

(ii) Individual earnings, salary or wages acquired before or after the execution of this Agreement;

(iii) Individual gifts, bequests, devises or inheritances acquired before or after the execution of this Agreement; and

(iv) All income or proceeds derived from Separate Property.

(b) All Separate Property owned by a Party will be and remain the property of that Party and the other Party will have no rights or interests in or to that property.

(c) All property jointly acquired or jointly held by the Parties, as well as all property listed in the attached **Schedule of Joint Property**, however and whenever acquired, will remain the property of both Parties and will be treated as joint property (the "Joint Property").

(d) Notwithstanding Section 3(a), above, where either Party commingles Separate Property with Joint Property, any commingled property will be presumed to be Joint Property unless a Party can reasonably show that he or she solely owns such property.

(e) Upon the death of a Party, or in the event of a separation of the Parties, all Joint Property will be deemed to be owned equally and each Party will be entitled to fifty percent (50%) of the net equity of the property, regardless of the initial or ongoing proportion of each Party's investment, unless the Parties have agreed otherwise in writing.

(f) Nothing in this Agreement will prevent or invalidate any gift or transfer for value, from one Party to the other of present or future property; provided, however, that any gift or transfer of one Party's ownership interest in any Joint Property to the other Party must be evidenced in writing, signed by both Parties.

4. DEBTS

(a) Other than any particular debt that is documented as being owed by both Parties, the following debts will be treated as separate debts (the "Separate Debts"):

(i) Any debts already owing by one Party at the date of execution of this Agreement; and

(ii) Any debts incurred by one Party during the marriage or at any other time after the execution of this Agreement.

(b) Any Separate Debt owed by a Party will be and remain the debt of that Party, and the other Party will have no financial obligations with respect to that debt.

(c) All debts that are not Separate Debts, however and whenever incurred, will remain the debts of and be owed by both Parties and will be treated as joint debts (the "Joint Debts").

(d) Upon the death of a Party, or in the event of a separation of the Parties, all Joint Debts will be deemed to be owed equally and each Party will be financially responsible for fifty percent (50%) of each Joint Debt, regardless of the initial or ongoing proportion of each Party's borrowed amount, unless the Parties have agreed otherwise in writing.

5. MATRIMONIAL PROPERTY RELEASE

The Parties acknowledge and agree that they are aware of the equitable distribution laws of the State of Florida and that it is their intention that said equitable distribution laws will not apply to the status, ownership, interest, or division of any of their property. The Parties further covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of any such equitable distribution laws and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either or both of the Parties or acquired by either or both of them in the future.

6. DOWER, CURTESY, AND HOMESTEAD RELEASE

Each Party releases all dower, curtesy, and homestead rights under any statute of the State of Florida, or any other jurisdiction whatsoever, that, but for this Agreement, each would have in and to property in the name of the other, or in their names jointly or as tenants in common.

7. SPOUSAL SUPPORT / ALIMONY

(a) In the event that the Parties separate, Minnie will be entitled to the following property as spousal support from Micky, but only if the Parties were married to each other for a minimum of five (5) years prior to such separation:

Fifty-percent movie royalties.

(b) The Parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. The Parties agree that no such changes will give either Party the right to seek additional support under any legislation, Federal or State. It is understood by each Party that this Agreement represents a final disposition of all maintenance and support issues between them. Accordingly, the Parties each expressly waive any rights they may have to proceed against the other under any law or statute for additional payments of spousal support or alimony and instead rely upon the law of contracts and the terms of this Agreement to govern in respect of this issue.

8. ESTATES AND TESTAMENTARY DISPOSITIONS

(a) So long as the Parties are still married and together at the time of death of one of the Parties, it is the intent of both Parties that the surviving Party shall have and enjoy all rights and claims to the deceased Party's estate that are afforded to a surviving spouse under applicable law.

(b) Nothing in this Agreement limits or affects either Party's right to make specific or general gifts or bequests to the other Party pursuant to any Will or other testamentary disposition in effect at the time of death of the deceased Party.

9. MISCELLANEOUS

(a) This Agreement will become effective upon the marriage of the Parties and will remain in effect until termination.

(b) This Agreement may only be terminated or amended by a written agreement signed by both Parties.

(c) The headings in this document are for convenience of reference only and will not be construed in interpreting the Agreement.

(d) The laws of the State of Florida, including any Uniform Premarital Agreement Act or other applicable laws adopted by the State of Florida, will govern the interpretation of this Agreement and the status, ownership, and division of property between the Parties, wherever either or both of them may from time to time reside.

(e) The Parties intend that this Agreement be the full and complete agreement between the Parties regarding their marriage. There are no other agreements between the Parties regarding their marriage other than those stated herein.

(f) Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

(g) This Agreement is binding upon and will enure to the benefit of the Parties and their respective heirs, executors, administrators, and assigns.

10. NOTICE OF WAIVER OF RIGHTS

The Parties each acknowledge and affirm that they have read and understood the following Notice of Waiver of Rights:

If you sign this agreement, you may be:

Giving up your right to be supported by the person you are marrying or to whom you are married.

Giving up your right to ownership or control of money and property.

Agreeing to pay bills and debts of the person you are marrying or to whom you are married.

Giving up your right to money and property if your marriage ends or the person to whom you are married dies.

Giving up your right to have your legal fees paid.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals as of the date first written above.

SIGNED, SEALED AND DELIVERED

Micky Mouse

Minnie Mouse

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing Prenuptial Agreement was acknowledged and subscribed before me this ____ day of _____, 20__ by MICKY MOUSE, who is personally known to me or has produced _____ as identification, and by MINNIE MOUSE, who is personally known to me or has produced _____ as identification.

[Notary Public Seal]
My commission expires:

Notary Public
Printed name:

SAMPLE

SCHEDULE OF JOINT PROPERTY

Joint Property of MICKY MOUSE and MINNIE MOUSE:

	Description	Estimated Value
1	Pluto	\$

SAMPLE

Special Notes on Prenuptial Agreements governed by the State of Florida

The State of Florida has chosen to adopt the Uniform Premarital Agreement Act (UPAA), a statute created for the purpose of standardizing the requirements of prenuptial agreements between states. As such, this Agreement has been worded based on the notion subscribed to by the UPAA that prenuptial agreements should be entered into voluntarily and fairly upon the exchange of disclosure between the Parties.

It is best to sign the Prenuptial Agreement in front of your own lawyer and to receive a Certificate of Independent Legal Advice from your lawyer. Alternatively, you should consider seeing a notary public or at the minimum sign the document in front of one or two witnesses.

SAMPLE