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PRENUPTIAL AGREEMENT QUESTIONNAIRE

1. Name, address and age of client.

2. Name, address and age of spouse to be.

3. Previous marriages of the client and future spouse.

a. Names of prior spouses.

b. How did the marriage terminate? _____

c. Are there any children of the marriage? _____

If so, what are their names, addresses and ages?

d. Have the former spouses resolved all of their economic claims, i.e. equitable distribution, alimony, child support?

1) If so, what are the terms? _____

2) If not, what is the marital estate and the anticipated result?

4. Approximate future marriage date. _____

5. Health of the parties? _____

6. Where do the parties intend to reside once the marriage takes place?

a. Who owns the residence? _____

b. Do the parties anticipate moving from this jurisdiction? _____

c. If so, which place will determine the validity of the agreement?

(Many states will not recognize a waiver of support)

d. Have the formal requisites of the new forum been met? (Witnesses, notarization) _____

7. Disclosure of Assets, Liabilities and Income
 - a. Attach complete schedules for both parties. (Client will need to provide)
 - b. Attempt to obtain documentary verification of the information provided, including the following:
 - 1) Income tax returns for at least the last year;
 - 2) Tax returns for any business entity;
 - 3) Financial statements (personal and business);
 - 4) Bank statements;
 - 5) Brokerage statements;
 - 6) Real estate appraisals;
 - 7) Pension statements;
 - 8) Insurance policies;
 - 9) Probate documents; and
 - 10) Previous property settlement agreements or equitable distribution orders.
8. Parties' intentions in the event of divorce.
 - a. Spousal Maintenance
 - 1) Complete waiver by both parties
 - 2) Waiver of only support, alimony pendente lite, or alimony
 - 3) Amount and duration limited by agreement
 - 4) Cash settlement in lieu of payments

5) Circumstances which would provide relief from payments

6) Circumstances which would invalidate waiver (children, disability, relocation resulting in one spouse foregoing employment, marriage continuing for _____ years)

b. Disposition of premarital property

1) Intent to remain separate _____

2) Increase in value during marriage to be considered marital or non-marital _____

3) Disposition of the property _____

4) If premarital property is marital residence, effect of divorce.

c. Marital property

1) Equal or disproportionate division _____

2) Cash settlement _____

3) Increase in proportions over time _____

- 9. Intentions in the event of death
 - a. Total waiver by both parties _____
 - b. Increase in share of estate over time _____
 - c. Specific provisions _____
 - d. Life insurance _____
 - 1) Beneficiary designations and verification provisions

 - e. Pension or retirement plans
 - 1) Waiver of surviving spouse rights (waiver must be signed after the marriage) _____
 - f. Tax considerations _____

 - g. Ability to serve as guardian in the vent of incapacity _____

 - h. Cross-reference of will and trusts
- 10. Procedure to terminate agreement
 - a. Modification or termination only in writing _____
 - b. Modification or termination over time or at set date _____
- 11. Severability of unenforceable terms _____

12. Legal counsel _____
- a. Identified _____
 - b. Waived _____
 - c. Information provided regarding right to counsel; _____

13. Intention of parties
- a. Purpose of agreement _____
 - b. Circumstances of parties (prior marriages, employment, children)

 - c. Contributions to household (expense payments, childcare, home maintenance)