

**KNOW YOUR RIGHTS.  
THEY ARE IMPORTANT.  
PERIOD.**

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(continued)

unconscionable when it was executed or when enforcement is sought; or

(3) Before execution of the agreement, such party was not provided a fair and reasonable disclosure of the amount, character and value of property, financial obligations and income of the other party; or

(4) Such party was not afforded a reasonable opportunity to consult with independent counsel.

(b) If a provision of a premarital agreement modifies or eliminates spousal support and such modification or elimination causes one party to the agreement to be eligible for support under a program of public assistance at the time of separation or marital dissolution, a court, notwithstanding the terms of the agreement, may require the other party to provide support to the extent necessary to avoid such eligibility.

(c) An issue of unconscionability of a premarital agreement shall be decided by the court as a matter of law.”

**The information presented here is not a substitute for professional legal advice and is not intended to form an attorney/client relationship**

**“Client-Focused Legal Solutions”**

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# **PRENUPTIAL (PRE-MARITAL) AGREEMENTS**



## **IN CONNECTICUT AN OVERVIEW**

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If you plan to enter into marriage, you may wish to execute a Prenuptial Agreement. In the event that your marriage later terminates, a court may determine the distribution of your assets if you and your spouse can not agree. Planning in advance could save you time, money, and unanticipated problems.

A Prenuptial Agreement is a contract enforceable by a court of law that clearly details how real and personal property will be distributed upon dissolution (divorce). For example, Person A lives in a home that has been in her family for three generations. Upon their marriage, Person B will move into the home but it is the couple's mutual intention and understanding that if the marriage should terminate, Person B will move out and will have no claim or interest in the title to the home. The specific details of that agreement should be memorialized in a formal written and properly executed Prenuptial Agreement.

Along the same lines, imagine that Person B will enter the marriage owning a large collection of rare and valuable paintings. The parties may agree in writing -- prior to entering into the marriage -- that upon termination of the marriage, Person A will have no claim or interest in that collection of paintings and Person B will retain all rights and interest in the collection.

The Connecticut legislature enacted Public Act 95-170 which went into effect on October 1, 1995 and became applicable to all premarital (prenuptial) agreements executed on or after that date. The Act was codified as Connecticut General Statutes Sec. 46b-36a through 46b-36j.

The text of C.G.S Sec. 46b-36d explicitly states that “(a) Parties to a premarital agreement may contract with respect to:

(1) The rights and obligations of each of the parties in any of the property of either or both of them whenever and wherever acquired or located;

(2) The right to buy, sell, use, transfer, exchange, abandon, lease, consume, expend, assign, create a security interest in, mortgage, encumber, dispose of, or otherwise manage and control property;

(3) The disposition of property upon separation, marital dissolution, death, or the occurrence or nonoccurrence of any other event;

(4) The modification or elimination of spousal support;

(5) The making of a will, trust or other arrangement to carry out the provisions of the agreement;

(6) The ownership rights in and disposition of the death benefit from a life insurance policy;

(7) The right of either party as a participant or participant's spouse under a retirement plan;

(8) The choice of law governing the construction of the agreement; and

(9) Any other matter, including their personal rights and obligations.

(b) No provision made under subdivisions (1) to (9), inclusive, of subsection (a) of this section may be in violation of public policy or of a statute imposing a criminal penalty.

(c) The right of a child to support may not be adversely affected by a premarital agreement. Any provision relating to the care, custody and visitation or other provisions affecting a child shall be subject to judicial review and modification.”

Under current Connecticut law, “a premarital agreement becomes effective upon marriage unless otherwise provided in the agreement.” Sec. 46b-36f states, “after marriage, a premarital agreement may be amended or revoked only by a written agreement signed by the parties. The amended agreement or the revocation shall be enforceable without consideration.”

Finally, Sec. 46b-36g states that, “(a) A premarital agreement or amendment shall not be enforceable if the party against whom enforcement is sought proves that:

(1) Such party did not execute the agreement voluntarily; or

(2) The agreement was

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