

WAIVER OF SPOUSAL ESTATE RIGHTS

RIDER TO PREMARITAL AGREEMENT

PARTIES: [NAME OF PARTY 1] and [NAME OF PARTY 2]

AGREEMENT: The Premarital Agreement between the parties dated
[DATE OF PREMARITAL AGREEMENT] (the "Agreement")

THIS RIDER: Signed the same day as the Agreement and made part of it

1. Effect and timing. This rider takes effect when the parties marry each other. It has no effect if they do not marry each other.

2. Rights each party gives up. Each party gives up, entirely, every right listed below that the party would otherwise have in the estate and property of the other party as the other party's surviving spouse:

- a. the elective share;
- b. the intestate share;
- c. the pretermitted spouse's share;
- d. homestead, as described in paragraph 3;
- e. exempt property;
- f. the family allowance;
- g. any claim under the Florida Uniform Disposition of Community Property Rights at Death Act; and
- h. preference in appointment as personal representative of an intestate estate.

Each party also gives up every benefit that would otherwise pass to that party from the other party by intestate succession or under any will the other party signed before the date of this rider.

3. Homestead. Each party intends to give up homestead rights that would otherwise prevent the other party from devising homestead property to someone other than the surviving party. Each party also gives up any right to take an interest in the other party's homestead as a surviving spouse, whether as a life estate, as an undivided one-half interest as a tenant in common, or by descent.

4. What this rider does not reach. Nothing in this rider gives up:

- a. protection of homestead property from the claims of either party's creditors, during that party's life or after death;
- b. the requirement that one spouse join in a mortgage, sale, gift, or deed of the other spouse's homestead property during that spouse's life; or
- c. anything either party chooses to leave the other by will, by trust, by beneficiary designation, or by the way an asset is titled.

5. No condition. Apart from the marriage described in paragraph 1, the waivers in this rider are not conditioned on any event, and they are not conditioned on a dissolution of the marriage or on a separation. They apply on the death of either party while the parties are married to each other.

6. Disclosure. Each party has received the other party's statement of assets and liabilities delivered under the Agreement, attached to the Agreement as [EXHIBIT REFERENCES].

[Where a party waived disclosure in writing in the Agreement, replace the sentence in paragraph 6 with: "Each party has received the disclosure provided under the Agreement, and any right to further disclosure was expressly waived in writing in the Agreement at [SECTION REFERENCE]."]

7. The Agreement. If a term of the Agreement conflicts with this rider, this rider governs the rights listed in paragraph 2. If any part of this rider does not hold, the rest stays in force.

Signed on _____.

[NAME OF PARTY 1]

Address: _____

[NAME OF PARTY 2]

Address: _____

Each party signed in the presence of the two witnesses signing below.

Witness signature

Print name: _____

Address: _____

Witness signature

Print name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF [____]

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by [NAME OF PARTY 1] and [NAME OF PARTY 2].

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

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