

WAIVER OF SPOUSAL RIGHTS

This waiver is made by [NAME OF WAIVING SPOUSE] (the "Waiving Spouse") in favor of [NAME OF OTHER SPOUSE] (the "Other Spouse").

1. Timing. Check one.

☐ The Waiving Spouse and the Other Spouse are not married to each other and intend to marry. This waiver takes effect when they marry and has no effect if they do not.

☐ The Waiving Spouse and the Other Spouse are married to each other. They married on [DATE]. This waiver takes effect when it is signed.

2. Rights given up. The Waiving Spouse gives up, entirely, every right listed below that the Waiving Spouse would otherwise have in the estate and property of the Other Spouse as the Other Spouse'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.

The Waiving Spouse also gives up every benefit that would otherwise pass to the Waiving Spouse from the Other Spouse by intestate succession or under any will the Other Spouse signed before the date of this waiver.

3. Homestead. The Waiving Spouse intends to give up homestead rights that would otherwise prevent the Other Spouse from devising homestead property to someone other than the Waiving Spouse. The Waiving Spouse also gives up any right to take an interest in the Other Spouse'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 waiver does not reach. This waiver does not give up:

- a. protection of homestead property from the claims of the Other Spouse's creditors, during the Other Spouse's life or after death;
- b. the requirement that the Waiving Spouse join in a mortgage, sale, gift, or deed of homestead property during the Other Spouse's life; or
- c. anything the Other Spouse chooses to leave the Waiving Spouse 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, this waiver is not conditioned on any event, and it is not conditioned on a dissolution of the marriage or on a separation.

6. Disclosure (used with the second box in paragraph 1). Each of us has delivered to the other a statement of that person's assets and liabilities. The Waiving Spouse's statement is attached as Schedule A and the Other Spouse's statement is attached as Schedule B. Each of us has had a reasonable opportunity to review the other's statement and to ask questions about it.

7. Counsel. The Waiving Spouse has had the opportunity to consult a lawyer of the Waiving Spouse's own choosing about this waiver, and ☐ has done so ☐ has chosen not to.

Signed on _____.

WAIVING SPOUSE

[NAME OF WAIVING SPOUSE]

Address: _____

Signed by the Waiving Spouse in the presence of the two witnesses signing below.

Witness signature

Print name: _____

Address: _____

Witness signature

Print name: _____

Address: _____

OTHER SPOUSE

[NAME OF OTHER SPOUSE]

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 WAIVING SPOUSE] and [NAME OF OTHER SPOUSE].

(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 _____

SCHEDULE A

Assets and Liabilities of [NAME OF WAIVING SPOUSE]

[List each asset with its approximate value and each debt with its approximate balance, stated as of a date shortly before signing.]

SCHEDULE B

Assets and Liabilities of [NAME OF OTHER SPOUSE]

[List each asset with its approximate value and each debt with its approximate balance, stated as of a date shortly before signing.]

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