

## Prenuptial agreement in Utah

A prenuptial agreement is a contract created and signed by two people intending to marry. This legal arrangement is recognized by Utah courts. If you have a valid marriage and prenup, the rules you outline in your document become enforceable when you split.

### Are prenuptial agreements enforceable in Utah?

A prenuptial agreement made between two people before marriage is enforceable in Utah. But some important exceptions exist.

Those exceptions include the following:

- **Forms.** Your prenuptial agreement must be in writing. Verbal arrangements are hard to prove in court, and they won't hold up. You must have a document.
- **Signatures.** The agreement must be signed by both people with a date that comes before your wedding day. Anything you make after you're married or left unsigned isn't enforceable.
- **Intent.** Both people must have entered the arrangement willingly and honestly. If one person forced the other, hid assets, or otherwise committed some kind of fraud, the contract isn't legal.
- **Validity.** If your marriage is somehow invalid, your prenuptial is too.

### Utah Prenuptial Agreement Law: What you need to know

Utah's regulations regarding prenuptial agreements stem from the Uniform Premarital Agreement Act (UPAA). In 1983, officials crafted rules that could cross borders and protect people marrying in one state and divorcing in the next.

Utah accepted UPAA rules in 1994 with some subtle tweaks. Most importantly, legislators changed rules regarding child support. UPAA allowed people to outline agreements regarding childcare coverage, healthcare, and other expenses in a prenup. Utah officials removed those stipulations, offering more protection for children.

### How do prenuptial agreements work?

In Utah, people intending to marry can craft prenuptial agreements and sign them. Their arrangements remain enforceable as written (with a few exceptions) on the day of the wedding. They stay in place until both parties create a written agreement to revoke them.

You can't invalidate a prenuptial agreement by including an unenforceable clause. But you could believe that you've agreed on a key term and find out (too late) that you're not protected.

Here's what to keep in mind as you write.

#### What can they include?

Your Utah prenuptial agreement can include arrangements regarding the following:

- Property you bring into the marriage

- Property you acquire during the union
- Earnings
- Spousal support (sometimes called *alimony*)
- Life insurance benefits
- Personal rights and obligations

#### What can't they include?

Utah has few rules about what can't be included within a prenuptial agreement. If you own something or have a right to something, you can probably talk about it in your prenuptial agreement (as long as it's not illegal or criminal).

You can't limit arrangements involving children within your prenup. That means you can't make agreements involving a child's health insurance, support, or medical expenses.

If you put child-related items in your prenuptial agreement, your spouse can argue with you during a divorce court case. The arrangement you made won't hold up. But you could agree to abide by the terms you made, even though they're not enforceable by law.

You can include spousal support items in your prenuptial agreement, but limits exist. If you limit benefits so much that your spouse requires public assistance after divorce, the courts could modify your arrangement.

#### What makes a prenup invalid in Utah?

While putting unenforceable items in your prenup won't invalidate it, a few other problems just might.

Your prenuptial agreement must be in writing and signed by both people. If you have a verbal arrangement or one of you didn't get around to writing your name on the document, it's invalid.

Your marriage must be a valid one. If your marriage is tossed out by the court due to an issue like fraud or polygamy, your prenuptial agreement is void.

Finally, you must negotiate fairly as you're writing your prenup. If your spouse can prove that you lied, held back important data, or pressured a signature, the courts could throw out the arrangements you made.

#### **How much does a Utah prenuptial agreement cost?**

Utah doesn't set prices for prenuptial agreements, and you're not required to file them with the courts. You could download documents from the web and fill them out for nothing. If you hire a lawyer to craft the papers and discuss the procedure with you, the price will increase.

#### **Things to know before signing a prenuptial agreement in Utah**

A prenuptial agreement is a legal document that applies to decisions you haven't even made yet. Think carefully before you sign.

Consider the following questions:

- How much of my partner's current debt am I accepting?
- How much of our shared debt will I be responsible for?
- What assets do I have right now that I want to keep in divorce?
- What assets does my partner have right now that I might want a part of?
- What will my finances look like in divorce?
- Are all of our assets and debts included?
- Am I giving away rights I should retain?

Give yourself time to read the document carefully and ask questions. Don't sign until you're sure you've protected your future.

### **Alternatives to a Utah prenup**

Utah offers one key tool to protect your assets in marriage. A living trust allows you to protect property or other assets while you're alive and pass them to a specified beneficiary (like your children) when you've died.

If you enter the marriage with significant assets, such as a family vacation home or rental properties, a living trust can remove them from your marital asset column. Sometimes, this is preferable to creating a prenuptial agreement.