

## Preuptial Agreements

### Related Practices

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- Modifications of Prior Agreements
- Prenuptial Agreements
- Property Division
- Qualified Domestic Relations Orders
- Restraining Orders
- Termination of Parental Rights

You are in love and want to get married, but whether you are marrying for the first time or again after a prior **divorce**, you are also aware that not every marriage works out.

### Prenuptial Agreement South Carolina

A pre-nuptial agreement can help you protect your assets in the event that your marriage ends in divorce. When you work with an experienced divorce attorney, you can rest assured that your prenuptial agreement is crafted to protect your assets and is likely to be upheld in court.

#### **Typical questions that we ask to determine what type of prenuptial agreement might be appropriate include:**

- What are your specific concerns and goals?
- Did you have an unpleasant first divorce that cost you a fortune and you want to avoid the possibility of that happening again in a second marriage?
- Are you getting married for a second time and want to preserve your non-marital assets?
- Do you wish to preserve your assets so that your children will inherit your assets or a majority of them despite a second marriage?
- Do you have an interest in a family owned business that you and your immediate family members want to preserve as your sole non-marital property?

Prenuptial agreements involve give and take on both sides of the equation based upon your particular situation and the concerns of both parties. A prenuptial agreement is a contract, and it needs to be fair under the circumstances.

South Carolina law holds that a prenuptial agreement will be presumed to be equitable if both parties entering into it are represented by separate independent counsel and both parties make full and complete financial disclosures. Put more simply, both parties need their own attorney and both parties will have to make a full financial disclosure where a prenuptial agreement is negotiated.

Prenuptial agreements need to be crafted carefully, because life events can occur that make such an agreement unenforceable years later – which is something you wish to avoid. While we can anticipate various possible events that could happen in the future and draft a prenuptial agreement to take into consideration several possible events, no one can predict what will occur in the future.

However, South Carolina law also recognizes that parties have the right to contract among themselves. Because of this public policy, South Carolina Appellate Courts have upheld prenuptial agreements in cases contesting the agreement so long as the terms of the contract are not unconscionable and the parties have complied with the statutory provisions.

For help navigating the process of drafting a prenuptial agreement in South Carolina that protects you and your assets, speak with an experienced [high net worth family lawyer](#) today.