BEFORE I DO

The Legal Guide

What to understand before
you get married (and right after)

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START HERE

Why This Matters

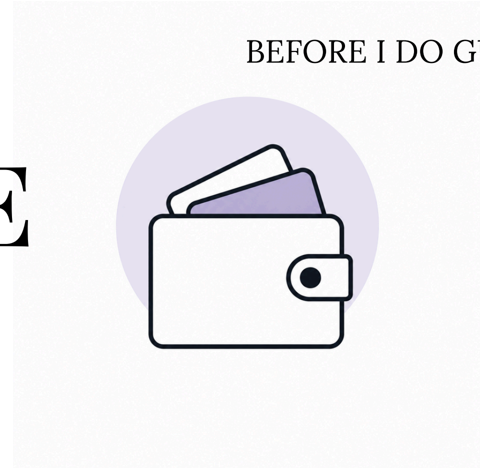
Most people plan a wedding. Almost no one plans for what marriage actually does legally. Marriage is not just a personal commitment. It is a legal status that immediately affects your money, your property, your obligations, and your rights, whether you address it or not.

The purpose of this guide is simple:

To help you understand what you may be assuming, what actually matters, and what is worth addressing now, before anything becomes complicated.

WHAT YOU NEED TO THINK ABOUT

- What decisions are you already making without realizing they have legal impact?
- What assumptions are you making about “how things work”?
- Are you relying on what you think is fair or what the law actually says?



WHAT MARRIAGE CHANGES

(Legally)

The moment you get married, state law steps in. Depending on your state, that may affect:

- how income is treated
- how assets are classified
- responsibility for certain debts
- rights upon divorce or death

Doing nothing is not neutral. It is allowing the law to decide for you.

WHAT YOU NEED TO THINK ABOUT

- How does your state treat marital vs. separate property?
- What rights and obligations are created automatically?
- Are you comfortable letting state law decide these issues for you?

PRENUPTIAL AGREEMENTS:

WHAT THEY REALLY DO

A prenuptial agreement is not about having a document. It is about defining how your financial life will be treated instead of leaving that decision to state law. From a legal standpoint, a prenup allows you to:

- define what remains separate property
- define how income earned during the marriage will be treated
- address how assets and debts are handled if the marriage ends
- clarify expectations that would otherwise be left to interpretation

The key issue we see is not whether someone has a prenup, it is whether the prenup actually reflects their situation.
A document that does not address your real assets, your real income, or your actual concerns is not protective simply because it exists.
The law will enforce what is written, not what you assumed it covered.

WHAT YOU NEED TO THINK ABOUT

- Does your agreement reflect your actual assets, income, and expectations?
- Are both parties fully disclosing everything?
- Are you signing this with enough time and without pressure?
- Will this still make sense based on how you actually plan to live?

WHAT A PRENUP DOES NOT DO

Prenups don't cover everything

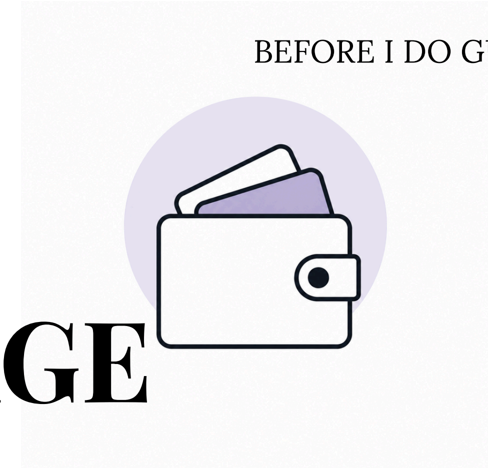
A prenup is often misunderstood as a complete solution. It is not.
It does not:

- automatically protect everything you do after the marriage
- override how you later structure assets
- prevent issues created by commingling or poor record-keeping
- eliminate the need to think about how you handle money during the marriage

For example, you can have a prenup that clearly defines separate property, and then unintentionally undermine it by how you title a home or mix funds.
The legal framework is only as strong as the way you operate within it.

WHAT YOU NEED TO THINK ABOUT

- Are you relying on the prenup to solve issues it does not address?
- How will you handle assets and money after the marriage?
- Could your future actions undermine what the prenup says?



YOUR MONEY BEFORE MARRIAGE

It is separate if you keep it that way.

From a legal perspective, assets you bring into a marriage are often treated as separate property. However, that protection is not absolute.

You have to think about:

- Will these funds remain in separate accounts?
- Will they be used for joint purposes?
- Will they be traceable if questioned later?
-

The law often looks at whether an asset can still be identified as separate.
If it cannot be clearly traced, you may lose the ability to claim that it is yours alone.

WHAT YOU NEED TO THINK ABOUT

- Will these funds remain clearly separate and traceable?
- Are you planning to use them for joint expenses or purchases?
- How will you document what belongs to you?

INCOME DURING MARRIAGE

Income is shared. Yes, really.

One of the biggest misconceptions is that income earned during the marriage automatically belongs to the person who earns it. In many cases, that is not how the law treats it.

Depending on the jurisdiction and the structure of your finances, income earned during the marriage may be considered part of the marital estate.

That means you have to think about:

- how income is deposited
- how it is used
- whether there is an agreement addressing it

This becomes especially important when one person's income significantly increases during the marriage.

WHAT YOU NEED TO THINK ABOUT

- Where will income be deposited and how will it be used?
- Do you expect income to remain separate or be shared?
- Does your plan match how the law treats it?

COMMINGLING

Mixing separate and joint property.

Commingling is one of the most common ways people unintentionally lose protection.

From a legal standpoint, once separate and joint funds are mixed in a way that cannot be clearly traced, the asset may be treated as shared.

This can happen through:

- depositing separate funds into joint accounts
- using joint funds to improve a separate asset
- inconsistent or unclear record-keeping

The issue is not whether you intended to share, it is whether the asset can still be clearly identified as separate.

Courts rely on documentation, not assumptions.

WHAT YOU NEED TO THINK ABOUT

- Are you mixing separate and joint funds in any way?
- Will you be able to trace what belongs to you later?
- Are you unintentionally turning separate assets into shared ones?

BUYING A HOME TOGETHER

The title means more than you think.

How you take title to a property is one of the most legally significant decisions you will make. People often assume ownership reflects contribution. It does not necessarily.

Title controls:

- ownership percentages
- survivorship rights
- what happens if the relationship ends

You have to consider:

- Are you taking title equally or proportionally?
- Does this align with your prenup?
- What happens if one person contributed more at the outset?

We regularly see situations where a couple has a prenup, but the way they purchased their home effectively overrides it.

WHAT YOU NEED TO THINK ABOUT

- How will title be held—jointly, equally, or proportionally?
- Does ownership reflect contribution or intent?
- Does this align with any prenup you have?
- What happens if one person contributed more?

JOINT PURCHASES

Splitting them up may be harder than you think.

One of the most common assumptions we see is that if both people contribute to a purchase, ownership is automatically clear.
It isn't.

From a legal standpoint, payment alone does not determine ownership. Without a clear agreement or documentation, questions of ownership, reimbursement, or intent can quickly become unclear.

You have to think about:
who paid what
whether ownership reflects contribution or something else
whether there is any expectation of reimbursement

This becomes especially important with larger purchases, where assumptions made at the time often do not hold up if the relationship changes.

WHAT YOU NEED TO THINK ABOUT

- Who actually owns what you are buying together?
- Is there any expectation of reimbursement?
- Are you relying on memory or documenting anything?

THE BIGGEST MISTAKES WE SEE

Most issues we deal with are avoidable.
Clarity now prevents problems later.

WEDDING CONTRACTS

These are real contracts with real implications.

From a legal perspective, contracts are straightforward: The person who signs is the person responsible.

Not:

- “we both agreed”
- “we both paid”
- “our families were involved”

The contract defines the legal relationship.

You need to think about:

- Who is signing?
- What obligations are being assumed?
- What happens if the event is canceled or changed?

These contracts are drafted to protect the vendor. You should assume that unless something is negotiated, it is not in your favor.

WHAT YOU NEED TO THINK ABOUT

- Who is signing the contract—and who is legally responsible?
- What are the cancellation and refund terms?
- Are there minimums or penalties you may not meet?
- What liability are you agreeing to?

DEPOSITS

Life happens, understand what happens with your deposits.

Deposits are often treated as routine, but they are one of the most common sources of dispute. Many people assume a deposit is simply a placeholder or something that can be adjusted if plans change. In most cases, that is not how the contract treats it.

Deposits are frequently nonrefundable or subject to strict conditions, and once paid, your ability to recover them is limited by what you agreed to, not what feels reasonable later.

You have to think about:
whether the deposit is refundable at all
what conditions must be met to recover it
who is legally responsible for the payment

This becomes especially important when circumstances change, because by that point, the contract, not your expectations, controls the outcome.

WHAT YOU NEED TO THINK ABOUT

- Are deposits refundable, partially refundable, or nonrefundable?
- What conditions trigger refunds or forfeiture?
- Are you assuming flexibility that is not written into the contract?

DEBT & LIABILITY

Student loans, credit card and more; what happens with debt?

Debt is not always shared equally, but it can still affect you.

You need to consider:

- Who incurred the debt?
- When was it incurred?
- Was it used for joint purposes?
- Are you co-signing or guaranteeing anything?
-

Even if a debt is technically separate, it can impact:

- your financial stability
- your credit exposure
- your ability to plan jointly
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Ignoring it does not make it irrelevant.

WHAT YOU NEED TO THINK ABOUT

- What debt exists now, and whose is it?
- Are you co-signing or becoming responsible for anything?
- Could this debt impact your financial plans or credit?

STARTING A BUSINESS

If you start one after the wedding, it's joint.

This is one of the most misunderstood areas.

A business started during the marriage can be considered part of the marital estate, even if only one person is involved.

You need to think about:

- When the business was created
- Whether marital resources contributed to it
- How its growth is treated

What starts as a small venture can become a significant asset.
If that growth occurs during the marriage, it may not be treated as separate.

WHAT YOU NEED TO THINK ABOUT

- When is the business created—before or after marriage?
- Are marital funds or efforts contributing to its growth?
- How would ownership or value be treated if things change?

FAMILY CONTRIBUTIONS

Make intentions clear.

Money from family is often misunderstood.

You need to clarify:

- Is this a gift or a loan?
- Who is it intended for?
- Is there documentation?

From a legal standpoint, intent matters, but only if it can be proven.
Without documentation, what one person views as a gift and another views as a shared asset can become a dispute.

WHAT YOU NEED TO THINK ABOUT

- Is this a gift or a loan—and is that documented?
- Who is the intended recipient—one person or both?
- Could this become a dispute later?

GIFTS

Gifts are often treated as simple, but legally they are not always straightforward. People assume that once something is given, ownership is clear. In reality, how a gift is treated can depend on intent, timing, and the circumstances surrounding it.

In some cases, a gift may be considered conditional. In others, it may be treated as separate or shared depending on how it is handled.

You have to think about:
who the gift is actually intended for
whether there are any conditions attached
how the gift is treated after it is received

This becomes especially important with larger or more significant gifts, where assumptions made at the time can lead to disputes if the relationship changes.

WHAT YOU NEED TO THINK ABOUT

- Who is the gift actually for?
- Are there any conditions attached?
- How would this be treated if the relationship changes?

WILLS

Don’t let the state write your will for you.

Marriage changes inheritance rights.

Without a will, state law determines:

- who receives assets
- in what proportion
- who is responsible for administering the estate

These outcomes may not reflect what you would choose.

You need to think about:

- Do you want your spouse to receive everything?
- Are there other family considerations?
- Who should be making decisions if you cannot?

A will allows you to answer those questions clearly.

WHAT YOU NEED TO THINK ABOUT

- Who do you want to inherit your assets?
- Are you comfortable with what state law would do without a will?
- Who should make decisions if you cannot?

BENEFICIARIES

More assets can be left by designation than you think.

Certain assets pass outside of your will.

These include:

- retirement accounts
- life insurance policies

These are controlled by beneficiary designations.
From a legal standpoint, those designations override your will.

You need to think about:

- Are they updated?
- Do they reflect your current intentions?

We often see people assume their will controls everything. It does not.

WHAT YOU NEED TO THINK ABOUT

- Are your beneficiary designations current?
- Do they match your actual intentions?
- Do you understand that these override your will?

HEALTH CARE DECISIONS

Make sure, your loved ones have the power, if you don't.

Healthcare proxies, powers of attorney and other documents will help ensure that if you can't give your consent, your loved one can. States differ as to laws and spouses do not immediately get the rights to act. Documentation matters and most of us do not walk around with our marriage certificates proving we are married!

WHAT YOU NEED TO THINK ABOUT

- Who will make medical decisions for you if needed?
- Do you want that person formally designated?
- Are your wishes clearly documented?

“WE’LL FIGURE IT OUT LATER”

Delaying decisions never helps.

Legally, waiting creates fewer options.

Once:

- a contract is signed
- an asset is purchased
- funds are combined

your ability to structure things cleanly is reduced.

The law does not adjust based on what you meant to do. It applies to what you actually did.

WHAT YOU NEED TO THINK ABOUT

- Are you delaying decisions because they feel uncomfortable?
- Will it be harder to fix this later?
- Are you creating limitations on your future options?