

NEW YORK PRENUPTIAL AGREEMENT

This Premarital Agreement ("Agreement") is entered into on [Date], by and between:
Party A [woman], residing at [Address], and
Party B [man], residing at [Address],
collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Parties contemplate marriage and desire to define their respective rights and obligations regarding property, income, debts, and other financial matters that may arise during their marriage or upon its dissolution;

WHEREAS, each Party has made full, fair, and complete disclosure to the other of their respective assets, liabilities, income, and financial circumstances, and such disclosure is attached hereto as Exhibits A and B;

WHEREAS, each Party acknowledges that they have been advised of their right to be represented by independent legal counsel in connection with this Agreement, and each Party has had adequate opportunity to consult with counsel of their choosing;

WHEREAS, each Party has carefully read and reviewed this Agreement, understands its terms and legal effect, and enters into this Agreement voluntarily without coercion, duress, or undue influence;

WHEREAS, each Party believes this Agreement is fair and reasonable under the circumstances existing at the time of execution;

WHEREAS, the Parties desire that this Agreement be governed by the laws of New York and intend for it to be legally binding and enforceable;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1 Separate Property: All property, income, and assets acquired by either Party in their individual name before or during marriage, including without limitation: real estate, personal property, business interests, financial and securities accounts (checking, savings, brokerage, retirement, money market, investment accounts), employment income, gifts, inheritances, digital assets (cryptocurrency, NFTs, digital wallets, online accounts), intellectual property (patents, copyrights, source code, websites whether active or dormant), and all appreciation, growth, income, returns, and future development or commercialization thereof.

1.2 Joint Property: Property, assets, and debts titled in both Parties' names jointly and acquired during marriage with joint funds.

1.3 Separate Debts: Debts incurred by either Party in their individual name.

1.4 Joint Debts: Debts incurred jointly by both Parties in both their names during marriage.

1.5 Alimony/Spousal Support/Maintenance: Financial support paid by one Party to the other after separation, divorce, or dissolution, as specified in this Agreement.

2. SEPARATE PROPERTY

2.1 Ownership and Control: Each Party retains sole and exclusive ownership, control, and management of their separate property as defined in Section 1.1.

2.2 No Marital Claims: Neither Party shall acquire any right, title, interest, or claim in the separate property of the other Party by reason of the marriage, regardless of the duration of marriage or any contributions made by the non-owning Party.

2.3 Right of Disposition: Each Party may dispose of their separate property by sale, gift, will, trust, or otherwise, without the consent or approval of the other Party.

2.4 Debt Indemnification: Each party is solely responsible for:

- All debts in their individual name
- 100% of their living expenses post-separation

Each party indemnifies the other against debts in their individual name or incurred by them individually.

2.5 Commingling Protection: If separate property becomes commingled with joint property, the contributing Party retains their ownership interest, provided adequate records exist to trace the separate contribution.

2.6 No Transmutation: Separate property shall not become joint property unless both Parties execute a written agreement specifically identifying the property and their intent to convert it to joint ownership.

2.7 Business Interests During Marriage: Separate business interests remain entirely separate property regardless of spousal involvement, consultation, assistance, labor, or contribution during marriage. Non-owner spouse's participation in business activities, whether compensated or uncompensated, does not create ownership interest, equity claim, or marital property rights unless non-owner spouse: (a) makes documented

capital contributions; and (b) becomes a legal co-owner through formal partnership, LLC membership, or stock ownership documented in contemporaneous written agreement.

2.8 Trust Asset Protection: Assets held in irrevocable trusts established by either Party remain the settlor's separate property. The non-settlor spouse waives all rights to trust distributions, principal, remainder interests, beneficiary designations, and any claim that trust assets became marital property.

2.9 Appreciation Protection: All appreciation on each party's separate property remains that party's separate property, regardless of:

- Other spouse's contributions, labor, assistance, or efforts (including homemaking, childcare, business support, or unpaid work)
- Use of property as marital residence
- Reduced or eliminated housing expenses for non-owner spouse
- Length of marriage

The Parties acknowledge that value exchanges during marriage (including reduced housing costs, household management, childcare, informal business assistance, or other contributions) are part of the marital relationship and do not create property rights, ownership interests, or claims to appreciation.

No claim to appreciation exists absent: (a) contemporaneous written agreement executed during marriage; (b) specifying ownership percentage, capital contributions, and profit-sharing; and (c) treating the arrangement as between unrelated business partners.

Each party explicitly waives any claim to appreciation on the other's separate property under DRL § 236(B)(1)(d)(3).

2.10 Income Protection: All income from any source earned by either party in their individual name remains that party's separate property, including:

- Employment income (W-2, 1099, K-1)
- Investment returns
- Business income
- Bonuses, stock options, carried interest
- Deferred compensation

This overrides the default marital property rule.

2.11 Professional Degree/License: Each party waives any claim to enhanced earning capacity from the other's degrees, licenses, or certifications obtained before or during marriage.

3. JOINT PROPERTY

3.1 Joint Property Assets: Joint property consists only of assets titled in both Parties' names jointly and acquired during marriage with joint funds, as defined in Section 1.2.

3.2 Joint Property Division: Upon separation, divorce, or dissolution, joint property shall be divided equally (50/50) between the Parties.

3.3 Joint Debts: Joint debts consist only of debts incurred jointly by both Parties in both their names during marriage, as defined in Section 1.4. Upon separation, divorce, or dissolution, joint debts shall be divided equally (50/50) between the Parties.

3.4 Joint Residence - Proportional Interest: If the Parties jointly purchase a residence during marriage: (a) Each Party's ownership percentage equals: $(\text{Their total contributions} \div \text{Combined contributions of both Parties}) \times 100$. (b) Records shall be maintained to document each Party's contributions; (c) This proportional interest supersedes any presumption of equal ownership for jointly-titled property.

3.5 Joint Residence - Dissolution Rights: Upon separation, divorce, or dissolution: (a) Either Party may elect to purchase the other's proportional share at fair market value determined by: (i) mutual agreement; (ii) if no agreement within 30 days, the median of three valuations from the largest online real estate platforms by market share (currently Zillow, Redfin, and Realtor.com) on the same date; or (iii) if online values vary by >20% or are unavailable, the average of two certified appraisals (one per Party); (b) The purchasing Party must obtain financing in their sole name and complete the buyout within 120 days of election; (c) If no buyout election is made or completed within 120 days, the residence shall be sold with net proceeds distributed according to each Party's proportional share.

3.6 Separate Property Exclusion: All property not meeting the definition of joint property in Section 1.2 remains separate property of the owning Party, regardless of any contributions, improvements, or efforts by the non-owning Party during marriage.

4. SPOUSAL MAINTENANCE/SUPPORT

4.1 Statutory Disclosure Under New York Law As of [Date]:

Party A's Gross Annual Income: \$_____

Party B's Gross Annual Income: \$_____

Combined Income: \$_____

Statutory Maintenance Formula Under DRL § 236(B)(6):

Income Cap (2025): \$203,000

Payor's income for calculation: \$[Lesser of actual income or cap]

Payee's income for calculation: \$[Actual income]

WITHOUT CHILDREN:

Formula (a): 30% of payor's capped income - 20% of payee's income = \$/year

Formula (b): 40% of combined capped income - payee's income = \$/year

LOWER OF (a) or (b) = \$____ annually / \$____ monthly

WITH CHILDREN:

Formula (a): 25% of payor's capped income - 20% of payee's income = \$/year

Formula (b): 40% of combined capped income - payee's income = \$/year

LOWER OF (a) or (b) = \$____ annually / \$____ monthly

Presumptive Duration:

0-15 years marriage: 15%-30% of marriage length = ____ years

15-20 years marriage: 30%-40% of marriage length = ____ years

20+ years marriage: 35%-50% of marriage length = ____ years

4.2 Modified Maintenance Agreement Notwithstanding statutory calculations above, the parties agree to the following formula for monthly maintenance, based on the number of Children of the Marriage:

Base Formula (paid by higher-earning spouse to lower-earning spouse):

- 0 Children: 4% of payor's net income minus 30% of recipient's net income
- 1 Child: 6% of payor's net income minus 30% of recipient's net income
- 2 Children: 8% of payor's net income minus 30% of recipient's net income
- 3 Children: 9% of payor's net income minus 30% of recipient's net income
- 4 Children: 11% of payor's net income minus 30% of recipient's net income
- 5 Children: 12% of payor's net income minus 30% of recipient's net income
- 6 Children: 14% of payor's net income minus 30% of recipient's net income
- 7+ Children: 15% of payor's net income minus 30% of recipient's net income

For marriages 30+ years where recipient was primary caregiver for 15+ years: add 2% to base formula (6-17% range instead of 4-15%)

Caps and Floors:

- Minimum: \$0 (if recipient earns >\$40,000 annually)
- Minimum: \$500/month (if recipient earns <\$40,000 annually)
- Maximum: \$2,500/month regardless of income
- If recipient's income exceeds 75% of payor's income: \$0 maintenance

Duration Maintenance shall be calculated based on the length of the marriage, from marriage date to date of filing for divorce or dissolution:

- <5 years: 10% of marriage length (max 6 months)
- <10 years: 15% of marriage length (max 18 months)
- <15 years: 20% of marriage length (max 3 years)

- <20 years: 25% of marriage length (max 5 years)
- <25 years: 30% of marriage length (max 7.5 years)
- <30 years: 35% of marriage length (max 10.5 years)
- 30+ years: 40% of marriage length

4.3 Immediate Termination Triggers Maintenance immediately terminates upon:

- Recipient's remarriage
- Recipient's cohabitation for 60+ days
- Recipient's gross income exceeding \$75,000 annually from any source
- Recipient's receipt of assets >\$100,000 (inheritance, gift, lottery, settlement)
- Recipient's voluntary unemployment (quit without good cause)
- Recipient's failure to seek full-time employment if unemployed 90+ days
- Recipient's relocation of primary residence 15+ miles from payor's primary residence as of separation date (to facilitate custody exchanges and maintain children's relationship with both parents), unless: (a) relocation is necessary for bona fide employment increasing recipient's annual income by \$20,000+; or (b) there are no Children of the Marriage or the youngest Child of the Marriage has reached age 21.
- Either party's death
- Recipient's incarceration 30+ days
- Recipient's failure to provide annual income verification by January 31
- Discovery of non-paternity per Section 4.7
- Recipient's material misrepresentation regarding income, assets, or cohabitation status
- Recipient's conviction of fraud or intentional misrepresentation related to maintenance obligations under this Agreement

4.4 Public Charge Override (Required by GOL § 5-311) Only if the recipient would qualify for means-tested public benefits (SNAP, TANF, Medicaid based on income), maintenance increases to minimum necessary to prevent public charge status, not to exceed \$1,500/month. Recipient agrees to pursue all available public benefits and employment opportunities before triggering this override. Payor may require annual verification that recipient has applied for available benefits.

4.5 Knowing Waiver Each party acknowledges and initials:

- I understand statutory maintenance would be \$_____/month for ____ years
- I understand our agreement provides \$_____/month for ____ years
- I am accepting 70-95% less than statutory amounts
- I have separate property/income of \$_____ for support
- I consulted with independent counsel or knowingly waived
- I will not become a public charge under this arrangement
- I understand this Agreement may not be modifiable even if my circumstances worsen significantly

- I have considered the possibility of disability, illness, unemployment, and other hardships

Party A initials: _____ Party B initials: _____

4.6 Net Income Definition "Net income" means gross income minus federal income tax, state income tax, Social Security, and Medicare withholdings, excluding voluntary deductions. Net income is calculated using the payor's most recent full year's income.

4.7 Children of the Marriage "Children of the Marriage" means biological children of both Parties born during the marriage (whether conceived naturally or through assisted reproductive technology with mutual written consent) or children legally adopted by both Parties.

Genetic Testing Right: Party B retains the right to request genetic testing of any child at any time. Testing costs shall be borne by the requesting party.

Effect of Non-Paternity: If genetic testing establishes Party B is not the biological parent of a child previously believed to be a Child of the Marriage: (i) maintenance calculations shall be adjusted prospectively to exclude such child; (ii) Party B's ongoing maintenance obligations, if any, shall be recalculated accordingly; and (iii) such child shall not be considered in determining marriage-length-based maintenance duration or caps under this Agreement.

No Impact on Child Support: This provision addresses only spousal maintenance between the Parties and does not affect any child support obligations, which remain subject to court jurisdiction and the child's best interests.

4.8 Reformed Formula Fallback: If primary formula invalidated, maintenance defaults to lesser of: (a) Statutory minimum under DRL § 236(B)(6), or (b) 10% of payor's net income for any marriage length.

4.9 Support Cap: Total lifetime maintenance payments shall not exceed payor's net income at time of separation multiplied by:

- Marriages <15 years: 100%
- Marriages 15-25 years: 250%
- Marriages 25+ years: 400%

4.10 Employment Expectation: Recipient is expected to be fully employed within 90 days of separation or divorce filing, whichever is earlier. If recipient is unemployed or underemployed (earning less than \$40,000/year), maintenance shall be reduced by imputed income equal to the greater of: (a) \$30,000/year if recipient is age 55 or older, otherwise \$40,000/year; or (b) recipient's earning capacity based on education, work history, and market conditions.

4.11 Health Insurance Maintenance includes recipient maintaining own health insurance. If recipient loses coverage, maximum additional payment is \$300/month for COBRA/marketplace insurance.

4.12 Tax Treatment Post-2019, maintenance is non-deductible to payor and non-taxable to recipient per Tax Cuts and Jobs Act. Amounts herein assume this tax treatment.

4.13 No Modification Parties waive right to seek modification under DRL § 236(B)(9) except for: (a) public charge override under Section 4.4; or (b) recipient's permanent total disability preventing all employment, certified by Social Security Administration disability determination. This waiver is a material inducement to this Agreement. Each party acknowledges that circumstances may change and that this Agreement may become burdensome, but agrees that predictability and finality are paramount considerations that outweigh potential future hardship.

4.14 Income Verification Recipient must provide payor by January 31 each year:

- Prior year's tax returns (all schedules)
- Current pay stubs
- Proof of job search if unemployed
- Affidavit of cohabitation status

Failure to provide documentation means automatic termination of maintenance following 30 days written notice and opportunity to cure. Party B may suspend payment pending receipt of required documentation without penalty. Reinstatement requires full compliance and cannot be retroactive beyond 30 days prior to compliance date.

5. DISPUTE RESOLUTION AND ATTORNEY FEES

5.1 Financial Capacity and Child Welfare Attorney fee caps reflect advancing Party's actual financial capacity after court-ordered child support (17-31% of income), maintenance (4-15% of net income), income taxes, and basic family living expenses. Excessive fee awards would render advancing Party unable to comply with support orders, requiring Party to choose between contempt of court or reducing children's housing, food, education, and healthcare to fund litigation.

5.2 Dispute Resolution Before litigation, Parties shall: (a) negotiate in good faith 30 days; (b) mediate 60 days minimum, costs shared equally. Either Party may elect AAA arbitration after failed mediation. Court proceedings only if: (i) other Party refuses mediation/arbitration; (ii) emergency relief needed; or (iii) preventing public charge status.

5.3 Arbitration If elected, arbitration is final and binding except for fraud, misconduct, or manifest injustice. Arbitrator shall apply Agreement terms and may reallocate costs based on reasonableness.

5.4 Attorney Fee Caps

(a) Standard: Up to lesser of \$60,000 or 6% of advancing Party's gross annual income, maximum \$150,000 total across all proceedings.

(b) Complex Cases: If assets exceed \$3,000,000 or requiring business valuations/extensive discovery, up to lesser of \$150,000 or 8% of advancing Party's gross annual income.

(c) Hardship: If advancement prevents meeting child support, maintenance, or \$3,000/month basic expenses, advancing Party may seek payment plan (max \$2,500/month) or demonstrate inability to comply.

(d) Reimbursement: Advanced fees reimbursed from first available funds: any award, property distribution, or ongoing payments (up to 30% per payment). Reimbursement takes priority except for child support.

(e) Court Authority: Court retains DRL § 237 authority to award additional fees if necessary, considering advancing Party's actual capacity after all support obligations.

If caps held unenforceable, reimbursement provisions survive.

5.5 Fee Allocation Prevailing Party recovers reasonable fees based on relative merits and circumstances. Bad faith conduct (clear and convincing evidence) results in fee penalty. Disputes resolved within 60 days: each Party bears own fees.

5.6 Waivers and Preservation Parties waive jury trial. Nothing limits court authority under DRL § 236(B), § 237, or to prevent public charge status.

6. LANGUAGE AND COMPREHENSION

Each Party represents and warrants:

(a) They have read this entire Agreement carefully and understand all terms, provisions, and legal consequences.

(b) They have had adequate opportunity to ask questions and seek clarification about any provision they did not understand.

(c) If English is not their native language and they required assistance, they have consulted with an attorney fluent in their native language who explained this Agreement

in their native language, or they have obtained a certified translation of this Agreement, or both.

(d) They enter into this Agreement voluntarily with full knowledge and understanding of its terms.

Party A's Native Language: _____ [if other than English]

Party B's Native Language: _____ [if other than English]

If either Party consulted with a native-language attorney or translator:

Name: _____ Language: _____ Date of Consultation: _____

7. ESTATE RIGHTS AND DEATH

7.1 Elective Share Waiver Each party waives their right of election under EPTL § 5-1.1-A to the extent permitted by law.

7.2 Inheritance Rights Each Party waives all rights to inherit from the other's estate, whether by intestacy, elective share, or otherwise, except as specifically provided in a valid will or trust.

7.3 Life Insurance Neither Party is obligated to maintain life insurance for the benefit of the other, unless specifically agreed in writing.

7.4 Consideration This waiver is supported by the mutual promises herein and the property rights preserved.

8. CHILD SUPPORT RESERVATION

8.1 Statutory Determination Child support shall be determined by the New York Child Support Standards Act. The parties acknowledge that under DRL § 240, child support is determined by statutory formula and cannot be predetermined.

8.2 Agreements Subject to Court Review The parties agree:

- Neither will seek above-guidelines support absent extraordinary circumstances
- Separate property excluded from income calculations where permitted
- Shared custody presumed (50/50) absent unfitness
- Any agreements regarding children are subject to court review for best interests

9. FINANCIAL DISCLOSURE

9.1 Full Disclosure Each Party acknowledges receiving full and fair disclosure of the other's financial circumstances, including:

- Current income from all sources
- Assets and their values
- Debts and obligations
- Financial interests and expectancies

9.2 Attached Statements

Attached as Exhibit A: Party A's Financial Disclosure

- Total Assets: \$_____
- Total Debts: \$_____
- Net Worth: \$_____
- Annual Income: \$_____

Attached as Exhibit B: Party B's Financial Disclosure

- Total Assets: \$_____
- Total Debts: \$_____
- Net Worth: \$_____
- Annual Income: \$_____

9.3 Waiver of Further Disclosure Each Party acknowledges that the disclosure provided is sufficient and waives any right to further disclosure.

10. RETIREMENT ACCOUNTS

10.1 Separate Retirement Assets All retirement accounts, pensions, 401(k)s, IRAs, and similar accounts in each Party's name remain that Party's separate property.

10.2 No Claims to Retirement Each Party waives any claim to the other's retirement benefits, including:

- Contributions made during marriage
- Appreciation during marriage
- Employer matching funds
- Survivor benefits

10.3 QDRO Waiver Neither Party shall seek a Qualified Domestic Relations Order against the other's retirement accounts.

11. CONFIDENTIALITY AND PRIVACY

11.1 Confidential Information The Parties agree to maintain confidentiality regarding:

(a) Financial Information: Account numbers, investment details, business financial information, tax returns, and proprietary business information;

- (b) This Agreement: Existence, specific terms, and financial provisions of this prenuptial agreement;
- (c) Intimate Materials: Private photographs, videos, or recordings of intimate or sexual nature;
- (d) Medical Information: Medical records, mental health treatment, and health conditions;
- (e) Reputationally Harmful Information: Private communications, statements, opinions, personal struggles, embarrassing incidents, marital conflicts, or other personal matters disclosed in confidence during the marriage that, if publicly disclosed, would damage the other Party's reputation, professional standing, family relationships, or cause substantial emotional distress.

11.2 Prohibited Exploitation Neither Party shall, without written consent:

- (a) Commercially exploit the other Party's name, photograph, likeness, or image for advertising, endorsements, or business promotion;
- (b) Sell, license, or distribute intimate photographs, videos, or recordings of the other Party;
- (c) Disclose confidential business information or trade secrets;
- (d) Publish books, participate in media interviews, podcasts, or other communications for compensation where the primary purpose is disclosing confidential information under Section 11.1(e) to damage the other Party's reputation or commercially exploit details of the marriage.

This does not prohibit discussing own life experiences in therapy, with close family/friends in private settings, or in legal proceedings, provided such discussions do not involve widespread public disclosure or commercial exploitation.

11.3 Children's Privacy Neither Party shall:

- (a) Use children's names, images, or information for commercial purposes, business promotion, endorsements, or social media monetization;
- (b) Share intimate, embarrassing, or exploitative content about children on publicly accessible platforms;
- (c) Publicly disclose children's sensitive personal information (medical, therapeutic, educational, disciplinary).

The Parents agree to limit the children's social media usage, and use privacy controls to limit sharing of images of children to only family and friends, and not the broader internet.

11.4 Remedies

(a) Injunctive Relief: Either Party may seek immediate injunctive relief for actual or threatened violations.

(b) Liquidated Damages: Breaching Party shall pay the greater of the fixed amount or percentage of breaching Party's gross annual income (from most recent tax return):

- Sections 11.1(a)-(d) and 11.1(e): \$3,000 or 3% per violation;
- Section 11.3 children's exploitation: \$3,000 or 3% per violation;

(c) Commercial Exploitation: For Section 11.2 violations, breaching Party shall pay the highest of: (i) disgorgement of all profits; (ii) actual damages including reputational harm; or (iii) \$10,000 or 10% of breaching Party's gross annual income.

(d) Willful Violations: If proven willful and malicious by clear and convincing evidence, court shall double damages under subsections (b) or (c).

(e) Continuing Violations: Breaching Party has 21 days after written notice to cease violation. If violation continues, each subsequent 30-day period constitutes separate breach.

(f) Justification: These amounts represent parties' reasonable estimate of difficult-to-calculate harm including reputational damage, emotional distress, privacy invasion, and harm to children's wellbeing.

(g) Attorney Fees: Prevailing Party recovers reasonable attorney fees and costs.

11.5 Binding Nature: All obligations survive marriage termination permanently.

11.6 Exceptions Permitted when: (a) required by law or court order; (b) necessary for legal representation in bona fide proceedings; (c) protecting children from imminent harm; or (d) prior written consent.

11.7 Severability If any provision held unenforceable, remaining provisions remain in full force.

12. TAX MATTERS

12.1 Tax Filing Status During marriage, the Parties may file jointly or separately as mutually agreed. Post-separation, each files separately.

12.2 Tax Liability

- For joint returns: Each Party responsible for 50% of any liability
- For separate returns: Each Party responsible for own liability

- Each Party indemnifies the other for their share of tax obligations

12.3 Tax Benefits Tax refunds, credits, and deductions allocated based on actual contributions and withholdings.

13. ASSET CHANGES AND CONTINUED VALIDITY

13.1 Primary Enforceability This Agreement remains valid regardless of post-execution changes in assets, income, or net worth.

13.2 Challenge Waiver Each party waives challenges based on post-execution asset changes, market fluctuations, or changed circumstances.

13.3 Time-Independent Validity Enforceability does not depend on timing between execution and marriage.

14. INDEPENDENT LEGAL COUNSEL

14.1 Opportunity for Counsel Each Party acknowledges they have had the opportunity to consult with independent legal counsel of their choice regarding the terms and effects of this Agreement.

14.2 Voluntary Execution Each Party enters into this Agreement voluntarily, without coercion, duress, or undue influence, after adequate time for review and consultation.

14.3 Representation or Waiver

Party A: ☐ Represented by _____, Esq. ☐ Waives counsel

Party B: ☐ Represented by _____, Esq. ☐ Waives counsel

15. GOVERNING LAW AND ENFORCEABILITY

15.1 New York Law This Agreement is governed by New York law, specifically DRL § 236(B)(3), regardless of domicile or asset location.

15.2 Jurisdiction Each Party submits to New York jurisdiction and waives forum non conveniens defenses.

15.3 Validity This Agreement is presumed valid absent clear and convincing evidence of statutory violation.

16. MODIFICATION RESTRICTIONS

16.1 No Oral Modifications Only written modifications signed by both parties with:

- Independent counsel for each (or written waiver)

- 60 days notice before signing
- Notarized signatures

16.2 No Judicial Modification Both parties waive right to seek judicial modification of:

- Property division
- Maintenance amount/duration (except public charge)
- Attorney fee provisions

17. SEVERABILITY

17.1 Severance of Invalid Provisions If any provision of this Agreement is held invalid, illegal, or unenforceable, that provision shall be automatically severed, and the remainder shall remain in full force and effect.

17.2 Replacement Provision Any severed provision shall be reformed to the nearest valid equivalent reflecting the original intent of the Parties.

17.3 Intent The Parties expressly intend that invalid provisions be severed rather than invalidating the entire Agreement.

17.4 Maintenance Severability If maintenance provisions are invalidated:

- Property provisions remain fully enforceable
- Attorney fee provisions remain enforceable
- All other provisions remain enforceable

17.5 Blue Pencil Doctrine The court should modify (not void) any problematic provision to the **minimum enforceable extent** necessary to render it valid.

18. EFFECTIVE DATE AND TIMING

18.1 Effective Date This Agreement shall become effective immediately upon the marriage of the Parties.

18.2 Execution Timeline Party A received this Agreement on [date], [X] days before signing. Party B received this Agreement on [date], [X] days before signing. The wedding is scheduled for [date], which is [X] days after execution.

19. COMPREHENSIVE ACKNOWLEDGMENTS

19.1 Informed Voluntary Agreement Each Party enters this Agreement freely and voluntarily, with complete understanding of its terms, legal effects, and binding nature.

19.2 Financial Disclosure Confirmation Each Party confirms they received full financial disclosure with reasonable opportunity for verification.

19.3 Legal Counsel Confirmation Each Party confirms they were advised to obtain independent legal counsel and provided sufficient time for consultation.

19.4 Maximum Statutory Waiver Under New York Law Each party waives ALL rights under NY law to the other's property except those that cannot be waived, including:

- Equitable distribution (except as specified herein)
- Maintenance (except as specified herein)
- Appreciation on other's separate property
- Enhanced earning capacity claims
- Pension/retirement rights to other's accounts
- Right of election under EPTL § 5-1.1-A

19.5 Sophisticated Parties Acknowledgment Each party represents having:

- High school education or equivalent experience
- Basic understanding of financial matters
- Opportunity for independent counsel
- Sufficient time to review (received ____ days before signing)
- Understanding that they are giving up substantial rights

19.6 Comprehensive Future Waiver Each Party irrevocably waives any future claim of: (a) lack of understanding; (b) inadequate disclosure; (c) unfairness or unconscionability; (d) duress, coercion, or undue influence; (e) retention of rights beyond those expressly preserved herein; or (f) any other challenge to this Agreement's validity or enforceability.

20. PROCEDURAL AGREEMENTS

20.1 Arbitration Either party may elect binding arbitration for financial disputes (not child-related matters).

20.2 Venue Proceedings in county where children primarily reside, or if no children, where marital residence was located.

20.3 Discovery Waiver

(a) The Parties waive all discovery rights to the maximum extent permitted under DRL §236(B)(4), including all depositions, interrogatories, document requests, subpoenas, requests for admissions, and expert discovery.

(b) Sole disclosure obligation: statement of net worth, most recent filed tax return, and three most recent pay stubs (if employed).

(c) Each Party acknowledges full knowledge of the other's financial circumstances and waives any claim of inadequate disclosure.

20.4 Confidentiality All divorce proceedings shall be filed under seal where permitted. Neither party shall discuss financial terms publicly.

21. LIFESTYLE CLAUSES AND MARRIAGE GOALS

Non-Enforceability Notice: The Parties acknowledge that clauses in this section are not legally enforceable but represent their shared aspirations, goals, and mutual understandings for their marriage.

21.1 Shared Responsibilities The Parties commit to building a successful family through reciprocal contributions across financial and domestic domains. Each Party may lead in one domain (approximately 60-70%) while supporting in the other (approximately 30-40%), creating balanced partnership and shared benefit.

21.2 Workforce Participation Both Parties value financial independence and commit to maintaining continuous workforce participation during marriage. Brief career interruptions for childbirth/adoption are limited to maximum 6 months per child. Any workforce exit exceeding these limits constitutes material breach of the parties' understanding regarding financial partnership and is a factor the parties acknowledge should reduce or eliminate maintenance obligations.

21.3 Family Preservation In case of marital difficulties, both Parties commit to:

- Preserving family unity through creative arrangements if necessary (separate bedrooms, nearby residences, etc.)
- Speaking respectfully about each other publicly and privately
- Prioritizing their children's relationships with both parents regardless of marital status

22. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

_____ Date: _____ Party A: [Party A Name]

_____ Date: _____ Party B: [Party B Name]

ATTORNEY CERTIFICATION FOR PARTY A

Party A initials_____

Party B initials_____

I, _____, attorney for Party A, certify that:

- I have reviewed this Agreement with my client
- I have explained the legal implications and consequences to my client
- I have answered all of my client's questions
- My client has had adequate time to consider this Agreement
- To the best of my knowledge, my client's execution is voluntary, informed, and free from duress or coercion
- My client appears to have the mental capacity to understand this Agreement
- I believe my client fully understands what they are signing

Attorney Name, Bar Number

Date

ATTORNEY CERTIFICATION FOR PARTY B

I, _____, attorney for Party B, certify that:

- I have reviewed this Agreement with my client
- I have explained the legal implications and consequences to my client
- I have answered all of my client's questions
- My client has had adequate time to consider this Agreement
- To the best of my knowledge, my client's execution is voluntary, informed, and free from duress or coercion
- My client appears to have the mental capacity to understand this Agreement
- I believe my client fully understands what they are signing

Attorney Name, Bar Number

Date

***This prenuptial agreement template is provided free for personal, non-commercial use only. We want to help you get married. Commercial use, including but not limited to use by law firms, tech companies, or any for-profit services, is strictly prohibited. You cannot copy this document, or parts of it, and charge people to use it.**

****This prenuptial agreement was not prepared by attorneys. It must be reviewed by an attorney before signing.**

