

## TEXAS 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 Texas 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:** Financial support paid by one Party to the other after separation, divorce, or dissolution, as specified in this Agreement.

---

## 2. SEPARATE PROPERTY

**2.1 Separate Property Definition:** All property, income, and assets acquired by either Party in their individual name before or during marriage shall be and remain that Party's separate property, including without limitation:

- (a) Real estate, personal property, and business interests;
- (b) All financial accounts (checking, savings, brokerage, retirement, investment);
- (c) All employment income (wages, salaries, bonuses, commissions, stock options);
- (d) All business income, profits, and distributions;
- (e) All appreciation, growth, income, returns, and dividends from any property;
- (f) Digital assets (cryptocurrency, NFTs, digital wallets);
- (g) Intellectual property (patents, copyrights, trademarks);
- (h) Gifts and inheritances.

**2.2 Texas Community Property Override:** The Parties acknowledge Texas is a community property state under Texas Family Code §3.002. The Parties expressly contract out of the community property system per Texas Family Code §4.003(a). All property in Section 2.1 shall be separate property notwithstanding Texas community property presumptions or Texas Family Code §3.007.

**2.3 No Marital Claims:** Neither Party shall acquire any right, title, or interest in the separate property of the other by reason of marriage, contribution of labor, or any other basis.

**2.4 Separate Debt Responsibility:** Each Party is solely responsible for their separate debts and shall indemnify the other from liability arising from such debts.

**2.4 Commingling Protection:** If separate property becomes commingled with any jointly-held property, the contributing Party retains full ownership interest provided adequate records exist to trace the contribution.

**2.5 No Transmutation:** Separate property shall not become community property unless both Parties execute a written agreement that: (a) specifically identifies the property; (b) expressly states the intent to convert to community property; (c) is signed by both Parties; and (d) complies with Texas Family Code §4.203.

**2.6 No Transmutation:** Separate property shall not become community property unless both Parties execute a written agreement that: (a) specifically identifies the property; (b) expressly states intent to convert to community property; (c) is signed by both Parties before a notary; and (d) complies with Texas Family Code §4.203.

**2.7 Business Interests:** Separate business interests remain entirely separate property regardless of spousal involvement, consultation, or assistance during marriage, unless the non-owner spouse makes direct capital contributions and becomes a legal co-owner.

**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, beneficiary designations, and claims that trust assets became marital property.

---

### 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. ALIMONY/SPOUSAL SUPPORT

**4.1 General Waiver:** Both Parties fully and irrevocably waive all rights to alimony, spousal support, or maintenance from the other Party, whether temporary, rehabilitative, or permanent, except as specifically and narrowly provided herein.

**4.2 Strict Eligibility Requirements:** Spousal support may be awarded ONLY if ALL of the following conditions are met: (a) Marriage duration exceeds 10 years from date of marriage ceremony; (b) Marriage produced at least one biological child of both Parties (adopted children and stepchildren do not qualify); (c) Recipient's gross annual income is below 200% of Federal Poverty Level for a single person (\$31,200 in 2025) at time of divorce filing; and (d) Recipient is not voluntarily unemployed or voluntarily underemployed.

**4.3 Children of the Marriage Definition:** "Children of the Marriage" means only biological children of both Parties, whether conceived through IVF or natural conception. This definition excludes stepchildren, adopted children, and children conceived through donor gametes.

**4.4 Employment Verification:** "Employment" means earning at least \$30,000 annually in gross income, verified by tax returns, W-2s, or equivalent documentation. Payor may request annual verification of recipient's employment status. Recipient's failure to provide verification within 30 days terminates all support.

**4.5 Employment Reduction:** Support reduces by 50% if recipient has not obtained Employment within 24 months of divorce, provided such reduction does not cause recipient's total monthly income (support plus employment income) to fall below applicable FPL cap in Section 4.7.

**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 the three-year average of payor's annual income preceding divorce filing, but if the most recent year's income is lower due to involuntary job loss, disability, or business closure beyond payor's control, then it is the most recent year's net income, not the three-year average.

**4.7 Support Calculation:** Monthly support shall be calculated as the LESSER of (a) the applicable percentage of payor's net income, OR (b) the applicable FPL cap:

Percentage and caps by number of Children of the Marriage:

- 1 Child: 2% of net income, capped at 100% FPL (\$1,255/month in 2025)
- 2 Children: 4% of net income, capped at 110% FPL (\$1,381/month in 2025)
- 3 Children: 6% of net income, capped at 120% FPL (\$1,506/month in 2025)
- 4 Children: 8% of net income, capped at 130% FPL (\$1,632/month in 2025)
- 5 Children: 10% of net income, capped at 140% FPL (\$1,757/month in 2025)
- 6 Children: 12% of net income, capped at 150% FPL (\$1,883/month in 2025)
- 7+ Children: 14% of net income, capped at 160% FPL (\$2,008/month in 2025)

FPL caps shall automatically adjust annually with Federal Poverty Level updates published by the U.S. Department of Health and Human Services. Support shall never exceed the applicable cap regardless of Payor's actual income or Recipient's claimed needs.

**Child Support Completely Separate:** This provision governs spousal support only. Child support is determined separately under Texas Family Code Chapter 154 based on the child's best interests and cannot be limited by this Agreement, as required by Texas Family Code §4.003(b).

**4.8 Strict Duration Limits:** Spousal support duration shall be calculated as a percentage of the total marriage length (from marriage ceremony date to divorce decree date), according to the following schedule:

- <10 years: 0% (no support)
- <15 years: 5%
- <20 years: 10%
- <25 years: 15%
- <30 years: 20%
- 30+ years: 25%

**4.9 Income Floor:** No support payable if payor's gross annual income is below the greater of: (a) 75% of payor's gross income in the year prior to executing this Agreement, or (b) 250% of Federal Poverty Level for a single person (\$31,300 in 2025).

**4.10 Automatic Termination:** Support immediately ceases upon the earliest of: (a) Recipient's remarriage; (b) Recipient's cohabitation with another person for 60+ consecutive days or 90+ total days within any 12-month period; (c) Recipient's death; (d) Payor's death; (e) Duration limit expiration; (f) Recipient's gross income exceeding 200% FPL; or (g) Failure to provide employment verification within 30 days of request.

**4.11 No Modification:** Neither party may seek modification except as permitted by Texas Family Code §4.006. Both parties acknowledge as foreseeable: dissolution, workforce departures, income/employment changes, health issues, economic conditions, and childcare decisions.

**4.12 Verification:** Payor may require genetic testing to verify biological parentage at any time, with costs borne by the requesting party. Non-paternity results in immediate termination and reimbursement of all past payments. Recipient's refusal to cooperate immediately terminates all support.

**4.13 Support Cap:** Total lifetime support shall not exceed [\$50,000]. Once this amount is reached, all support obligations immediately and permanently terminate.

**4.14 Temporary Support Credit:** All temporary support paid during divorce proceedings shall be credited against the \$50,000 lifetime cap. If this Agreement is upheld, any excess over Section 4 amounts shall be reimbursed within 90 days or offset against future payments.

**4.15 Texas Law Acknowledgments:**

(a) Statutory Waiver: Both Parties waive rights to court-ordered spousal maintenance under Texas Family Code Chapter 8 (§§8.051-8.062) except as provided in Section 4.

(b) Common-Law Waiver: Per Texas Family Code §4.006(c), both Parties waive all common-law claims for support, reimbursement, or economic contribution.

(c) Unconscionability Standard: The Parties acknowledge that under Texas Family Code §4.006(a)(2), unconscionability requires proving BOTH: (i) agreement was unconscionable when signed; AND (ii) no fair disclosure, no written waiver, and no adequate knowledge of finances. One-sided terms alone do not equal unconscionability (Marsh v. Marsh, 949 S.W.2d 734). Unconscionability is determined at execution only, not enforcement.

(d) Case Law Acknowledgment: Each Party's attorney has advised them of relevant Texas precedents including Marsh, Moore, Williams, Chiles, Fazakerly, and In re Marriage of I.C.

## 5. LIFESTYLE CLAUSES

The Parties acknowledge the clauses in this section represent the goals, reason, and purpose of their marriage. Through these clauses they seek to align their interests to build a more successful, productive, and ideal union.

**5.1 Shared Responsibilities:** The Parties commit to building a successful family through equal overall contributions. Family responsibilities typically divide into financial and domestic domains. Each Party leads in one domain (60-70%) while supporting in the other (30-40%), creating reciprocal balance where both contribute approximately 50% overall. In this way, both Parties have a domain where they lead, where they support, and benefit from the complementary support and leadership provided by the other party.

**5.2 Workforce Commitment:** Both Parties value financial independence and shared economic contribution. During marriage, the Parties aspire to maintain workforce participation with these guidelines for any childcare-related career breaks:

- Staying in the workforce as long as comfortably feasible during childbearing
- Return to work at least by the time the youngest child enters preschool
- Full workforce participation when youngest child enters high school, and certainly by age 18

Both Parties recognize that maintaining career skills strengthens long-term family financial security. This reflects shared values about economic partnership and mutual responsibility. As much as Party A would be upset if Party B never helped around the house, Party B would be upset if Party A never contributed to household bills. Departures from the workforce are temporal and for important family-development years, not extended and permanent abdications of financial responsibility.

**5.3 Aging Gracefully:** Both Parties commit to aging gracefully.

**5.6 Conflict Resolution and Family Preservation:**

- In case of marital difficulties, both Parties commit to preserving family unity through creative living arrangements if necessary (separate bedrooms, nearby homes, etc.)
- Both Parties agree to speak respectfully about each other publicly and privately
- Both Parties commit to prioritizing their children's relationships with both parents regardless of marital status

---

## 6. FINANCIAL CHANGES DURING MARRIAGE

**6.1 Binding Regardless of Changes:** The Parties acknowledge that their financial circumstances may change significantly during marriage, including substantial increases or decreases in income, assets, or liabilities. This Agreement remains binding regardless of such changes.

**6.2 No Implied Modifications:** Changes in financial circumstances, whether foreseeable or unforeseeable, shall not modify, invalidate, or excuse performance under this Agreement unless modified in compliance with all requirements of Section 17 (Modification and Finality).

**6.3 Commitment to Terms:** Each Party affirms this Agreement reflects their current intentions and commits to honoring its terms regardless of future financial success, failure, or changed circumstances.

---

## 7. INHERITANCE AND ESTATE RIGHTS WAIVER

**7.1 Complete Inheritance Waiver:** Each Party waives all rights to inherit from the other's estate, including spousal election rights, homestead allowances, family allowances, and other statutory inheritance rights under Texas law.

**7.2 Estate Planning Consistency:** If either Party executes a will or estate planning documents, such documents shall be consistent with this Agreement's inheritance waivers.

**7.3 Binding Waiver:** These inheritance waivers remain in effect regardless of changes in circumstances, domicile, or law.

---

## 8. DISPUTE RESOLUTION AND ATTORNEY FEES

**8.1 Mandatory Mediation:** Any dispute arising under this Agreement must first be submitted to mediation with a qualified family law mediator. Both Parties must participate in good faith for at least three (3) full sessions over a minimum of 60 days. Mediation costs shall be allocated as follows: (a) Successful Mediation: If a written settlement agreement signed by both parties resolves all disputed issues, Party B shall pay all mediation costs up to the lesser of (i) 2% of Party B's gross annual income at time of mediation, or (ii) \$10,000; (b) Unsuccessful Mediation: If no complete resolution is reached, both Parties shall share all mediation costs equally.

**8.2 Extended Mediation Cost-Sharing:** For mediation continuing beyond 60 days, costs shall be shared equally regardless of outcome.



**8.3 Optional Arbitration:** Either Party may terminate mediation and elect binding arbitration with 30 days' written notice after the initial 60-day period. Arbitration shall be conducted by a single arbitrator selected from AAA's family law panel, in the city nearest where marital residence was established, with judgment final and non-appealable except for fraud or arbitrator misconduct. The arbitrator shall strictly apply this Agreement's terms without equitable modification.

**8.4 Validity Review by Court:** Disputes regarding validity or enforceability (fraud, duress, unconscionability, disclosure) must first be determined by Texas courts per *In re Marriage of I.C.*, 558 S.W.3d 647 (Tex. 2018). Arbitrators have no authority over validity questions.

**8.5 Arbitration Costs:** The Parties shall initially share arbitration costs equally. The arbitrator may reallocate costs based on the reasonableness of each Party's position and conduct during the proceedings.

**8.6 Legal Representation Fund:** If Party A lacks resources for counsel, Party B may (but is not required to) advance reasonable attorney fees up to the lesser of 5% of gross income or [\$50,000], reimbursable from any recovery. This is voluntary, not mandatory.

**8.7 Court Access:** Nothing limits either Party's right to seek court determination of any issue. Texas courts retain full jurisdiction.

**8.8 Frivolous Challenge Penalty:** A Party who challenges this Agreement's validity in court and loses on all material issues shall reimburse the other Party's reasonable attorney fees and costs, provided such reimbursement would not render this Agreement unconscionable.

**8.9 Prevailing Party Attorney Fees:** In mediation, arbitration, or permitted court proceedings, the prevailing Party may recover reasonable attorney fees and costs, subject to the arbitrator's or court's discretion based on the relative merits of each Party's position and financial circumstances.

**8.10 Waiver of Jury Trial:** Both Parties waive their right to a jury trial for any dispute relating to this Agreement.

**8.11 Settlement Incentives:** Any dispute resolved within 30 days of initial filing pays no attorney fees to either party. Either party may request one 30-day suspension of proceedings for reflection and consultation.

---

## 9. LANGUAGE COMPREHENSION

**9.1 English Language Agreement:** This Agreement is written in English. Each Party acknowledges they have read, understood, and voluntarily agreed to all terms herein.

**9.2 Non-Native Speaker Protections:** Any Party whose native language is not English represents that they have: (a) Sufficient English proficiency to understand this Agreement's terms and legal consequences; or (b) Consulted with a qualified attorney or certified translator fluent in their native language who explained this Agreement's terms and implications.

**9.3 Waiver of Language Claims:** Each Party irrevocably waives any future claim that they: (a) Did not understand this Agreement due to language barriers; (b) Were denied adequate opportunity to obtain translation or native-language legal counsel; (c) Signed this Agreement without full comprehension of its terms or consequences.

---

## 10. PRIVACY AND CONFIDENTIALITY

**10.1 Confidentiality Obligations:** The Parties agree to maintain strict confidentiality regarding: (a) the existence, terms, and contents of this Agreement; (b) private communications, conversations, and personal matters; (c) financial information; (d) personal photographs, videos, or recordings; (e) medical, mental health, or counseling information; (f) family relationships, personal struggles, or embarrassing incidents; and (g) children's private matters by: limiting online sharing to private family/friend settings not publicly searchable; avoiding embarrassing or exploitative content; prohibiting use of children's images or information for personal gain, business promotion, or social media influence; and prioritizing children's long-term dignity and privacy interests over parental sharing preferences.

**10.2 Respectful Communication:** During and after marriage, both Parties shall speak respectfully about each other, refrain from disparaging statements, avoid sharing private marital details publicly or on social media, and maintain dignified communication.

**10.3 Commercial Exploitation Prohibition:** Neither Party may commercially exploit the other's name, image, likeness, or reputation through: (a) selling or licensing photographs, videos, or recordings; (b) publishing books, articles, or monetizing interviews about the marriage; (c) participating in tell-all media; or (d) interfering with professional relationships.

**10.4 Enforcement and Penalties:** Violations result in:

(a) Immediate injunctive relief;

(b) General privacy violations: \$4,000 per violation, or 1% of annual household income, whichever is greater;

(c) Children-related violations: \$4,000 per violation, or 1% of annual household income, whichever is greater;

(d) Commercial exploitation or willful/malicious breaches: the highest of (i) disgorgement of all profits; (ii) actual damages including reputational harm and emotional distress; (iii) \$20,000; or (iv) 4% of annual household income;

(e) Attorney fees paid by breaching Party;

(f) Each week of continuing violation constitutes a separate breach.

**10.5 Binding Nature:** All obligations survive marriage termination permanently.

**10.6 Exceptions:** Disclosure permitted when required by law, court order, necessary to protect children from harm, or required for legitimate legal proceedings.

---

## 11. FINANCIAL DISCLOSURE AND DISCOVERY WAIVER

**11.1 Complete Financial Disclosure:** Each Party has provided complete and accurate financial disclosure through the Asset and Liability Disclosure Schedules attached as Exhibits A and B, which include all material assets, debts, income, and recent financial statements.

**11.2 Reliance and Acknowledgement:** Each Party acknowledges they have received, reviewed, and understood the other Party's financial disclosures and are entering this Agreement in reasonable reliance on these disclosures being complete and accurate.

**11.3 Discovery Waiver:** The parties waive all discovery rights to the fullest extent permitted by law. Any discovery shall be limited solely to that which a court determines is constitutionally required for due process, and only upon a specific judicial finding that such discovery is necessary to avoid denial of a fair hearing on claims of fraud, duress, or incapacity in the execution of this Agreement.

---

## 12. FINANCIAL DISCLOSURE WAIVER

**12.1 Express Waiver:** Each Party expressly waives all disclosure rights under Texas Family Code §4.006(a)(2), voluntarily and in writing.

**12.2 Independent Enforceability:** This waiver provides independent enforceability even if Section 11 disclosures are inadequate, per Texas Family Code §4.006(a)(2)(B).

**12.3 Voluntary Relinquishment:** Each Party could have demanded complete disclosure and verification but voluntarily chose not to exercise these rights.

**12.4 Multiple Bases:** This Agreement is enforceable under Texas Family Code §4.006(a)(2) based on: (i) disclosure under Section 11; OR (ii) written waiver under this Section; OR (iii) adequate knowledge from observation and discussion.

---

### **13. PRE-MARRIAGE ASSET UPDATE REQUIREMENT**

**13.1 Mandatory Updated Disclosure:** Between 30-60 days before marriage, parties shall exchange updated asset schedules.

**13.2 Reaffirmation:** Both parties shall execute written acknowledgment confirming this Agreement remains fully effective.

**13.3 Mutual Obligation:** The parties commit to exchanging these updates as a continuation on their path towards marriage. Failure to complete updates does not invalidate this Agreement, which remains enforceable under Section 14, but indicates uncertainty about committing to the marriage, which may cause the other party to reconsider the wedding. The parties choose to commit to exchanging these updates, proceeding with marriage, and building a lifetime union together.

---

### **14. ASSET CHANGES AND CONTINUED VALIDITY**

**14.1 Primary Enforceability:** This Agreement remains valid regardless of post-execution changes in assets, income, or net worth, whether disclosed or undisclosed.

**14.2 Challenge Waiver:** Each party waives challenges based on post-execution asset changes, market fluctuations, or failure to disclose changes.

**14.3 Time-Independent Validity:** Enforceability does not depend on timing between execution and marriage or compliance with update requirements.

---

### **15. INDEPENDENT LEGAL COUNSEL**

**15.1 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.

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

**15.3 Waiver of Counsel:** If either Party chose not to retain counsel, such waiver was made voluntarily in writing with full understanding of the rights being relinquished (attached as an Exhibit, if applicable).

---

## **16. GOVERNING LAW AND ENFORCEABILITY**

**16.1 Texas Law:** This Agreement is governed by the Texas Family Code, Chapter 4 (Uniform Premarital Agreement Act), §§4.001-4.010, as of execution date, regardless of domicile or asset location.

**16.2 Jurisdiction:** Each Party submits to Texas jurisdiction. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger prenuptial protections than Texas.

**16.3 Unconscionability Standard:** The Parties acknowledge that Texas law evaluates unconscionability only at the time of execution, not enforcement. An agreement that is fair when signed remains enforceable even if circumstances change dramatically during marriage (Tex. Fam. Code §4.006).

---

## **17. MODIFICATION AND FINALITY**

**17.1 Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

**17.2 Modification Requirements:** This Agreement may only be amended or modified by a written instrument that: (a) is presented to the other party at least thirty (30) days prior to execution; (b) is signed by both Parties before a notary; and (c) includes confirmation that each party has either obtained independent legal counsel or has expressly waived such representation.

**17.3 No Oral Modifications:** No oral agreements, representations, or modifications shall be binding.

---

## **18. SEVERABILITY**

**18.1 Severance of Invalid Provisions:** If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be automatically severed, and the remainder of this Agreement shall remain in full force and effect.

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

**18.3 Intent:** The Parties expressly intend that invalid provisions be severed rather than invalidating the entire Agreement, even if the invalid provision goes to the essence of this Agreement.

---

## 19. EFFECTIVE DATE AND TIMING

**19.1 Effective Date:** This Agreement shall become effective immediately upon the marriage of the Parties.

**19.2 Ideal Timeline:** Sign the premarital agreement before proposing, then update disclosures 30-60 days before the wedding. This ensures informed engagement decisions, keeps legal matters separate from wedding planning, and is legally preferred.

**19.3 Alternative Timeline:** Execute this Agreement at least 60 days before the wedding date, allowing 2-3 weeks for both parties to review the final version before signing. Reach out to an attorney at least 4-6 months before the wedding to begin the process.

**19.4 Advisory Nature:** These recommendations enhance enforceability but are not validity requirements.

---

## 20. COMPREHENSIVE ACKNOWLEDGMENTS

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

**20.2 Financial Disclosure Confirmation:** Each Party confirms they either: (a) received full financial disclosure with reasonable opportunity for verification; OR (b) knowingly and voluntarily waived disclosure rights as detailed in Section 12.

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

**20.4 Maximum Statutory Waiver:** Each Party understands they are waiving all statutory rights to property division, spousal support, inheritance claims, and any other marital rights to the fullest extent permitted under Texas law.

**20.5 Comprehensive Acknowledgments:** Each Party acknowledges they have had full opportunity to understand this Agreement, review financial disclosures, obtain counsel, and execute voluntarily. Each Party confirms no duress, coercion, undue influence, or

unconscionability exists as of execution and affirms this Agreement is fair and reasonable under current circumstances.

**20.6 Texas Acknowledgments:** Each Party specifically acknowledges:

(a) Separate Property Election: Under Texas law, absent this Agreement, property acquired during marriage would be community property. Each Party voluntarily contracts out of community property under Texas Family Code §4.003(a).

(b) Spousal Support Waiver: Each Party understands they might be entitled to maintenance under Texas Family Code Chapter 8 but voluntarily waive these rights except as provided in Section 4.

(c) Unconscionability Timing: Each Party understands unconscionability is evaluated only at signing, not divorce. Each Party affirms this Agreement is not unconscionable today and accepts that changed circumstances will not render it unconscionable.

(d) No Duress: Each Party affirms: (i) no threats to cancel wedding; (ii) adequate time for review (60+ days before wedding); (iii) no control of access to counsel; (iv) signed based on independent judgment after consulting counsel.

---

## 21. 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

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.**