

TENNESSEE 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 Tennessee and intend for it to be legally binding and enforceable;

WHEREAS, each Party acknowledges this Agreement is entered into freely, knowledgeably, and in good faith without exertion of duress or undue influence, consistent with Tennessee Code Annotated § 36-3-501;

WHEREAS, each Party acknowledges Tennessee courts may examine the fairness of this Agreement both at execution and at enforcement, and both Parties affirm this Agreement is fair and reasonable under current circumstances;

WHEREAS, each Party acknowledges that changed circumstances during marriage, including health deterioration, employment changes, or other life events, may affect enforcement, though both Parties intend this Agreement to remain binding through foreseeable changes;

WHEREAS, each Party acknowledges that independent legal counsel is the "best assurance" that all legal requirements are met and dramatically strengthens enforceability (Randolph v. Randolph, 937 S.W.2d 815 (Tenn. 1996)), and each Party has either obtained independent counsel or knowingly waived this right as documented herein;

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

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, or contribution during marriage, unless the non-owner spouse made direct documented capital contributions or became a legal co-owner of the business entity. No marital claim arises from business operations, growth, or increased value during marriage. This provision is consistent with Tennessee's principle that separate property remains separate absent clear intent to transmute it to marital property.

2.8 Trust Asset Protection: Assets held in irrevocable trusts established by either Party before or during marriage 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. This waiver applies to all domestic and foreign trusts, including discretionary, generation-skipping, and offshore asset protection trusts. Each Party acknowledges receiving full disclosure of all existing trust interests or waiving such disclosure under Section 12.

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: (Their total contributions ÷ Combined contributions of both Parties) × 100;

(b) Records shall be maintained to document each Party's capital 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 waive all rights to spousal maintenance from the other Party, whether temporary or permanent, except as specifically provided herein.

4.2 Application to Permanent Support: Section 4 applies to permanent support upon final dissolution. Nothing herein limits statutory temporary support rights, but all temporary support shall be credited against Section 4.13 lifetime cap and, if this Agreement is upheld, any excess over Section 4 amounts shall be reimbursed within 90 days or offset against future payments.

4.3 Child-Contingent Support: If the marriage produced no Children of the Marriage and lasted less than 10 years, there is a rebuttable presumption against support absent extraordinary circumstances showing economic disadvantage and inability to rehabilitate. For marriages producing Children of the Marriage, support calculated per Section 4.7. Support reduces by 50% if recipient earning below Employment threshold (Section 4.5) has not obtained Employment within 24 months of divorce.

4.4 Children of the Marriage Definition: "Children of the Marriage" means only biological children of both Parties, whether conceived through IVF or natural conception.

4.5 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.

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 for the most recent full year.

4.7 Support Calculation: Monthly support shall be calculated as follows, which recognizes that larger family sizes typically require greater career sacrifices by the primary caregiver:

- 1 Child: 4% of payor's net income, capped at 120% of public assistance eligibility threshold
- 2 Children: 6% of payor's net income, capped at 140% of public assistance eligibility threshold
- 3 Children: 8% of payor's net income, capped at 160% of public assistance eligibility threshold
- 4 Children: 10% of payor's net income, capped at 180% of public assistance eligibility threshold
- 5 Children: 12% of payor's net income, capped at 200% of public assistance eligibility threshold
- 6 Children: 14% of payor's net income, capped at 220% of public assistance eligibility threshold
- 7+ Children: 16% of payor's net income, capped at 240% of public assistance eligibility threshold

Cap: Monthly support shall not exceed amount bringing recipient's total household income (including this support, child support, and earned income) to 200% of Federal Poverty Level for recipient's household size at time of dissolution.

Public Assistance Floor: Consistent with Tennessee public policy (Cary v. Cary, 937 S.W.2d 777 (Tenn. 1996)), if enforcement of this waiver would render recipient a "public charge" requiring public assistance at time of dissolution, the court may require payor to provide minimum support necessary to avoid public assistance eligibility. For purposes of this provision, "public assistance" means only cash assistance programs, not SNAP, Medicaid, housing assistance, or utility assistance.

Child Support Separate: Child support determined separately under Tennessee law and Tennessee Child Support Guidelines (Tenn. Code Ann. § 36-5-101). Child custody, visitation, and support clauses are unenforceable in prenuptial agreements as Tennessee courts retain ultimate authority based on the child's best interests.

4.8 Duration Limits: The support duration shall be calculated as a percentage of marriage length, as defined below:

- <5 years: 10% of marriage length
- <10 years: 15% of marriage length
- <15 years: 20% of marriage length
- <20 years: 25% of marriage length
- <25 years: 30% of marriage length
- <30 years: 35% of marriage length
- 30+ years: 40% of marriage length

4.9 Income Floor: No support payable if payor's gross annual income is below the greater of: (a) 75% of their 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 ceases upon earliest of: (a) Recipient's remarriage; (b) Recipient's cohabitation for 60+ consecutive days; (c) Recipient's death; (d) Payor's death; or (e) Duration limit expiration.

4.11 Limited Modification: Support terms non-modifiable except as required by Tennessee law or court order upon showing of substantial and material change in circumstances that was not foreseeable at execution. Both Parties acknowledge as foreseeable: dissolution, income changes and growth, typical health issues, childcare decisions for children born during marriage, and career changes.

4.12 Verification: Payor may require genetic testing to verify biological parentage at any time, with costs borne by the requesting party.

4.13 Support Cap: Total lifetime support shall not exceed payor's average annual net income (as defined in Section 4.6) during the three years preceding divorce filing, multiplied by: 100% (marriages <10 years), 150% (10-20 years), or 200% (20+ years).

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.

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. Departures from the workforce are temporal for important family-development years, not extended abdications of financial responsibility.

5.3 Aging Gracefully: Both Parties commit to aging gracefully and a healthy lifestyle, for the benefit of themselves, their partner, and those they love.

5.4 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.), speaking respectfully about each other publicly and privately, and prioritizing their children's relationships with both parents regardless of marital status.

5.5 Aspirational Nature: The Parties acknowledge Sections 5.1-5.4 represent shared values and aspirations for their marriage. These provisions are not independently enforceable but inform the context and understanding under which this Agreement was executed. Departure from these aspirations does not void other provisions or create grounds to challenge this Agreement.

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.

6.4 No Sunset Provision: This Agreement has no expiration date and remains enforceable regardless of marriage duration.

7. INHERITANCE AND ESTATE RIGHTS WAIVER

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

7.2 Estate Planning Consistency: Each Party may execute estate planning documents as they choose. Section 7.1 waivers remain binding regardless of subsequent estate documents.

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 must first be submitted to mediation with qualified mediator. Both Parties must participate in good faith for at least three (3) sessions over minimum 60 days. Mediation costs shall be shared 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 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 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.

8.5 Legal Representation Fund: If either Party lacks resources for competent counsel in proceedings under this Agreement, the other Party shall advance reasonable fees up to lesser of: (a) 5% of advancing Party's gross annual income; or (b) \$50,000 total across all proceedings. Advanced fees shall be reimbursed from any award or settlement, or forgiven if reimbursement would cause financial hardship.

8.6 Court Litigation - Limited Circumstances: Court proceedings are permitted only to: (a) Compel participation in mediation or arbitration; (b) Enforce an arbitration award; (c) Seek emergency relief where irreparable harm would occur.

8.7 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.

8.8 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.

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

8.10 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 Limitation: The parties agree to limit discovery in any proceedings to matters directly relevant to claims of fraud, duress, incapacity, or material non-disclosure at execution. Both parties acknowledge receiving adequate financial disclosure per Exhibits A and B or waiving such disclosure per Section 12, and agree discovery of post-execution financial changes is unnecessary and inappropriate.

12. COMPREHENSIVE FINANCIAL DISCLOSURE WAIVER

12.1 Knowing and Voluntary Waiver: Each Party expressly, knowingly, and voluntarily waives all disclosure rights under Tennessee law (Tenn. Code Ann. § 36-3-501), and any other legal principle requiring financial disclosure beyond what was provided.

12.2 Independent Enforceability: This waiver operates as a separate and independent basis for enforceability, ensuring this Agreement remains fully binding even if Section 11 disclosures are deemed inadequate.

12.3 Written Disclosure Waiver: Each Party expressly waives in writing any right to additional financial disclosure beyond what was provided in Exhibits A and B. This written waiver is made voluntarily, knowingly, and in good faith. Each Party had the opportunity to demand complete disclosure and verification but voluntarily chose to rely on the disclosures provided or relinquish any right to claim inadequate disclosure.

12.4 Voluntary Relinquishment: Each Party acknowledges they could have demanded complete disclosure and verification but voluntarily chose not to exercise these rights and relinquish any right to claim inadequate disclosure.

12.5 Irrevocable Future Claims Waiver: Both Parties irrevocably waive claims of: (a) Inadequate disclosure; (b) Unconscionability based on financial surprise; (c) Lack of investigation opportunity; (d) Insufficient review time.

12.6 Counsel Acknowledgment: Each Party acknowledges independent counsel advisement regarding this waiver's significance.

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 Effect of Non-Compliance: Failure to exchange updates per Section 13.1 does not invalidate this Agreement, which remains fully enforceable under Section 14.

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).

15.4 Tennessee Independent Counsel Standard: While Tennessee does not require independent counsel, courts have called it the "best assurance" that all legal requirements are met and the agreement will be enforceable. Independent counsel dramatically strengthens enforceability and makes it nearly impossible to later claim unfairness, unconscionability, or involuntary execution. Each Party acknowledges understanding this risk.

16. GOVERNING LAW AND ENFORCEABILITY

16.1 Tennessee Law: This Agreement is governed by Tennessee law, including Tennessee Code Annotated § 36-3-501 and § 36-3-502, regardless of future domicile or asset location.

16.2 Jurisdiction: Each Party submits to Tennessee jurisdiction for all disputes. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger prenuptial protections.

16.3 Validity Standard: This Agreement is enforceable if determined by the court to have been entered into freely, knowledgeably, and in good faith without exertion of duress or undue influence upon either spouse, per Tenn. Code Ann. § 36-3-501. The challenging Party bears the burden of proving the process was flawed through duress, coercion, or failure to disclose or properly value assets.

16.4 Enforceability Review: Tennessee courts may examine fairness both at execution and at enforcement. Where circumstances have changed during marriage such that enforcement would be unfair and result in a spouse being unable to provide for reasonable needs, courts may set aside relevant portions. However, both Parties acknowledge as foreseeable: dissolution, income changes and growth, health changes, childcare decisions, and career changes. This Agreement is intended to remain binding through such foreseeable changes.

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, and inheritance claims to the fullest extent permitted under Tennessee law (Tenn. Code Ann. § 36-3-501 and § 36-3-502).

20.5 Comprehensive Acknowledgments: Each Party acknowledges full opportunity to understand this Agreement, review disclosures, obtain counsel, and execute voluntarily. Each Party confirms no duress, coercion, fraud, or overreaching exists and affirms Agreement is fair and reasonable at the time of execution. Each Party acknowledges Tennessee courts may examine both execution fairness and enforcement fairness under the totality of circumstances.

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

Party A initials _____

Party B initials _____

- 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

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