

WISCONSIN 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 Wisconsin 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 Ownership and Control: Each Party retains sole and exclusive ownership, control, and management of their separate property as defined in Section 1.1. All appreciation, income, returns, growth, and increases in value of separate property remain separate property, including but not limited to: investment gains, real estate appreciation, retirement account growth, business value increases, and any other form of asset appreciation or income generation.

2.2 No Marital Claims Absent Written Agreement:

(a) General Rule: Neither Party shall acquire any right, title, interest, or claim in the separate property of the other Party by reason of marriage, regardless of duration or contributions made by the non-owning Party.

(b) Exception - Written Agreement Required: The non-owning Party may acquire an interest in the other's separate property ONLY through a written agreement executed before or contemporaneously with the claimed contribution that: (i) identifies the specific property; (ii) defines services or capital to be provided; (iii) states fair market value compensation or ownership percentage; and (iv) is signed by both parties before a notary.

(c) No Implied Rights: The Parties reject all "implied partnership," "partnership by conduct," or quantum meruit theories for separate property. Ordinary spousal assistance (advice, emotional support, attending functions, household management, temporary help) creates no property interest. Only express written agreements satisfying (b) create ownership claims.

(d) Appreciation: All appreciation in separate property remains separate regardless of the non-owning spouse's involvement, except as specifically allocated by written agreement under (b).

(e) Safe Harbor: If the non-owning spouse receives W-2 or 1099 compensation at market rates for services, no additional ownership interest arises from such services.

(f) Wisconsin Law Modification: This provision modifies *Haldemann v. Haldemann*, 145 Wis. 2d 296 (1988) and *Krejci v. Krejci*, 2003 WI App 160, by requiring contemporaneous written documentation of contributions at fair market value. The Parties elect this approach for certainty and to prevent retroactive claims based on vague recollections of "helping out."

(g) Burden of Proof: The claiming Party must produce a written agreement satisfying (b) and prove performance. Without such agreement, all separate property remains separate.

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 marital property, the contributing Party retains their ownership interest only if contemporaneous records clearly trace the separate contribution. Per *Brandt v. Brandt*, 145 Wis. 2d 394 (1988), failure to maintain adequate tracing converts the entire commingled asset to marital property. The claiming Party bears the burden of proof.

2.6 No Transmutation: Separate property becomes marital property through: (a) joint titling (*Steinmann v. Steinmann*, 309 Wis. 2d 29 (2008)); (b) commingling without adequate records (*Brandt v. Brandt*); or (c) treating assets as marital through conduct (*Krejci v. Krejci*). To maintain separate property status, each Party shall: (i) maintain separate title; (ii) keep contemporaneous records; (iii) avoid commingling; and (iv) document intended transfers in writing signed by both parties.

2.7 Business Interests During Marriage: Separate business interests remain separate property regardless of spousal involvement, consultation, or assistance, except: (a) appreciation attributable to the non-owner spouse's documented labor or contributions is marital property under *Haldemann v. Haldemann*, 145 Wis. 2d 296 (1988); and (b) direct capital contributions or legal co-ownership create interests as specified. Section 2.2 governs whether contributions create ownership interests.

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. This waiver applies to all domestic and foreign trusts, including discretionary, generation-skipping, and offshore asset protection trusts.

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, except where Wisconsin law requires recognition of marital contributions to appreciation in value as set forth in Section 2.2.

4. ALIMONY/SPOUSAL SUPPORT

4.1 General Waiver: Both Parties waive all rights to alimony, spousal support, or maintenance from the other Party, whether temporary, rehabilitative, 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 Return to Workforce Expectation: Support reduces by 50% if recipient has not obtained Employment (as defined in 4.5) within 24 months of divorce, provided such reduction does not cause recipient's total monthly income (support plus employment income) to fall below the applicable FPL cap in Section 4.7. If recipient voluntarily leaves employment or reduces work hours without reasonable justification (excluding disability, caring for disabled child, or documented medical necessity), support shall be calculated based on recipient's imputed earning capacity of \$30,000 annually, not actual earnings.

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. 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 follows:

- 1 Child: 6% of payor's net income, capped at 200% FPL for 2-person household (\$3,407/month or \$40,880/year in 2025)
- 2 Children: 8% of payor's net income, capped at 200% FPL for 3-person household (\$4,303/month or \$51,640/year in 2025)
- 3 Children: 10% of payor's net income, capped at 200% FPL for 4-person household (\$5,200/month or \$62,400/year in 2025)

- 4 Children: 12% of payor's net income, capped at 200% FPL for 5-person household (\$6,097/month or \$73,160/year in 2025)
- 5 Children: 14% of payor's net income, capped at 200% FPL for 6-person household (\$6,993/month or \$83,920/year in 2025)
- 6 Children: 16% of payor's net income, capped at 200% FPL for 7-person household (\$7,890/month or \$94,680/year in 2025)
- 7+ Children: 18% of payor's net income, capped at 200% FPL for 8-person household (\$8,787/month or \$105,440/year in 2025)

FPL caps 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 income or recipient's claimed needs.

Child support is determined separately under Wisconsin law (Wis. Stat. § 767.511) and cannot be limited by this Agreement.

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

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

4.9 Income Floor: No support payable if payor's gross annual income falls 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), consistent with Wisconsin's consideration under Wis. Stat. § 767.56(1c)(c) of each party's ability to pay while meeting their own basic needs.

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; (c) Recipient's death; (d) Payor's death; or (e) Duration limit expiration.

4.11 No Modification: Support terms are intended to be final, but may be modified under Wis. Stat. § 767.59 upon showing of substantial change in circumstances. Both parties acknowledge as reasonably foreseeable: voluntary workforce departures, income changes, health issues, economic conditions, and childcare decisions. Modification requires showing that circumstances have substantially changed since the divorce or last modification order.

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).

4.14 Post-Divorce Income Increases: Support amounts under Section 4.7 are calculated based on payor's net income at the time of divorce and shall not be modified based on payor's subsequent income increases. Any income earned by payor after the divorce filing date, including but not limited to: (a) promotions, bonuses, or raises; (b) business growth or increased business valuations; (c) investment returns; (d) inheritance or gifts; or (e) new employment at higher compensation, shall not be considered in calculating or modifying support obligations. This provision is consistent with the parties' intent to establish fixed support obligations based on circumstances at divorce.

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.

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 Wisconsin law. These waivers comply with Wis. Stat. § 853.10 (spousal rights waiver) and § 766.58(3)(f) (marital property agreement effect on nonprobate transfers).

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 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 sufficient resources to retain competent counsel for any proceedings related to this Agreement, including mediation, arbitration, or court litigation, the other Party shall advance reasonable attorney fees up to the lesser of (i) 5% of Party B's gross annual income at time of request, or (ii) \$50,000, total across all proceedings to ensure adequate representation. Advanced fees shall be: (a) Reimbursed from any award or settlement received by the represented Party; or (b) Forgiven if no recovery occurs or if reimbursement would cause financial hardship. This cap represents the maximum obligation for legal representation assistance regardless of the number or type of proceedings.

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. Wisconsin law requires fair and reasonable disclosure under *Button v. Button*, 131 Wis. 2d 84, 95 (1986), the Parties voluntarily provide this disclosure to demonstrate fairness and good faith.

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. ALTERNATIVE ENFORCEABILITY - DISCLOSURE WAIVER

12.1 Independent Basis: If Section 11 disclosures are challenged as inadequate, this Section 12 provides an independent basis for enforceability. Each Party expressly, knowingly, and voluntarily waives all rights to financial disclosure beyond what was provided in Section 11.

12.2 Wisconsin Law Compliance: Under *Button v. Button*, 131 Wis. 2d 84 (1986), Wisconsin requires fair disclosure OR knowing waiver. This Agreement is enforceable under either Section 11 (disclosure provided) or Section 12 (disclosure waived).

12.3 Knowing Waiver: Each Party acknowledges they: (a) could have demanded complete disclosure, verification, discovery, and forensic investigation; (b) were advised by counsel of these rights and the risks of waiving them; and (c) voluntarily chose to waive these rights.

12.4 Claims Waived: Both Parties irrevocably waive all claims of inadequate disclosure, undisclosed assets, lack of investigation opportunity, insufficient review time, or unconscionability based on financial surprise.

12.5 Separate Enforceability: This Agreement remains fully enforceable under either Section 11 (disclosure) OR Section 12 (waiver), whichever the court finds satisfies *Button v. Button*.

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 Wisconsin Law: This Agreement is governed by Wisconsin law as of execution date, including Wisconsin Statutes Chapter 766 (Marital Property Act) and Section 767.61 (Property Division), regardless of domicile or asset location. Future law amendments reducing enforceability shall not apply retroactively.

16.2 Jurisdiction: Each Party submits to Wisconsin jurisdiction and waives forum non conveniens defenses. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger prenuptial protections than Wisconsin. Judgments inconsistent with this Agreement are void.

16.3 Validity Standard: This Agreement is presumed valid under Wis. Stat. § 767.61(3)(L). The challenging party must prove by preponderance that: (1) they did not execute voluntarily; (2) fair and reasonable financial disclosure was not provided or waived; OR (3) the Agreement is substantively unfair at the time of enforcement considering changed circumstances under *Button v. Button*.

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 Voluntary Execution: Each Party enters this Agreement freely and voluntarily, with full understanding of its terms, legal effects, and binding nature.

20.2 Disclosure or Waiver: Each Party confirms they either: (a) received full financial disclosure with opportunity for verification; OR (b) knowingly waived disclosure rights per Section 12.

20.3 Independent Counsel: Each Party was advised to obtain independent legal counsel and provided sufficient time for consultation.

20.4 Rights Waived: Each Party waives all statutory rights to property division, spousal support, and inheritance under Wisconsin Statutes Chapters 766 and 767, and § 853.10, to the fullest extent permitted by *Button v. Button*, 131 Wis. 2d 84 (1986).

20.5 Wisconsin Law: Each Party acknowledges: (a) Wisconsin's marital property system under Chapter 766; (b) this Agreement overrides Wisconsin's default property and maintenance rules; (c) this Agreement waives substantially more rights than Wisconsin law provides; (d) the holdings in *Button v. Button* (procedural and substantive fairness required), *Steinmann v. Steinmann*, 309 Wis. 2d 29 (2008) (joint titling shows donative intent), *Brandt v. Brandt*, 145 Wis. 2d 394 (1988) (commingling defeats tracing), and *Krejci v. Krejci*, 2003 WI App 160 (ignoring agreement defeats enforceability).

20.6 Conduct During Marriage: The Parties commit to honoring this Agreement during marriage by: (a) maintaining separate property as separate; (b) keeping contemporaneous records; (c) avoiding commingling; (d) not operating businesses as partnerships absent written agreement per Section 2.2; and (e) documenting any intended property transfers in writing. The Parties understand that ignoring this Agreement through conduct may render it unenforceable under Wisconsin law.

20.7 Biological Children: Section 4.4's limitation of "Children of the Marriage" to biological children of both Parties is consistent with Wisconsin law, which imposes no step-parent support obligations absent adoption. This ties maintenance to actual family circumstances both Parties created and prevents unjust enrichment, consistent with Wis. Stat. § 767.56(1c).

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

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