

## ALABAMA 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 arising during marriage or upon its dissolution;

WHEREAS, Party A is employed by [Employer] as [Title] and Party B is employed by [Employer] as [Title], each Party has made full, fair, and complete disclosure of their assets, liabilities, income, and financial circumstances – including compensation, equity, and ownership interests – as set forth in Exhibits A and B, and each Party acknowledges that future changes in employment, income, or earning capacity – including those resulting from caregiving or career sacrifice – are contemplated at execution and shall not constitute grounds to modify or invalidate this Agreement;

WHEREAS, each Party has been advised to retain independent legal counsel, has had adequate opportunity to do so, has carefully read and reviewed this Agreement, understands its terms and legal effect, and enters into it voluntarily and without coercion, duress, or undue influence, believing it fair and reasonable under the circumstances;

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

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### 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.

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## 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. A deed, account registration, or beneficiary designation alone – without such written transmutation agreement – does not effect a transmutation.

2.7 **Business Interests During Marriage:** Separate business interests remain entirely separate property regardless of the non-owner spouse's involvement, consultation, or uncompensated assistance during marriage, provided the non-owner spouse did not make direct documented capital contributions or become a legal co-owner of the business entity. The Parties expressly contract around the active-appreciation doctrine and waive any claim to business growth, operations, or increased value during marriage.

The non-owner spouse may be compensated through arm's-length employment or contractor arrangements, which do not create equity rights.

**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.

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### 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.

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#### **4. ALIMONY/SPOUSAL SUPPORT**

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

**4.2 Uniform Application:** Alimony/spousal support terms apply uniformly at all proceedings stages. Any temporary or pendente lite support shall be credited dollar-for-dollar against the total support obligation under this Section 4. The Parties agree that final support shall not exceed Section 4 amounts, while acknowledging the court's inherent authority to order interim support to prevent recipient hardship during proceedings.

**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.

**4.4 Employment Reduction:** Support reduces by 50% if the recipient has not obtained employment within 24 months of divorce, unless the recipient is the primary caregiver for a child of the marriage under age 4. "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.

**4.5 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.

**4.6 Support Calculation:** Monthly support equals the following percentage of payor's net income, minus 25% of recipient's net income, based on the number of Children of the Marriage:

- 0 Children: 6% of payor's net income
- 1 Child: 8% of payor's net income
- 2 Children: 10% of payor's net income
- 3 Children: 12% of payor's net income
- 4 Children: 14% of payor's net income
- 5 Children: 16% of payor's net income
- 6+ Children: 18% of payor's net income

**Maximum:** \$3,000 per month

**4.7 Duration Limits:** Support duration shall be calculated as a percentage of marriage length (from date of marriage to date of separation):

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

**4.8 Hardship Exception:** If strict application of Sections 4.6 and 4.7 would leave recipient with total income below 100% of Federal Poverty Level for their household size (including dependent children), support shall be increased to achieve that threshold. This hardship floor controls notwithstanding any cap elsewhere in this Section 4, consistent with Alabama public-policy protections against public assistance dependency.

**4.9 Reformed Formula Fallback:** If any support calculation under Section 4.6 or 4.7 is deemed unconscionable by a court, it shall be reformed to the following percentages of payor's net income, minus 50% of recipient's income. Duration shall be 50% of marriage length.

- 0-1 Child: 12% of payor's net income
- 2-3 Children: 16% of payor's net income
- 4+ Children: 20% of payor's net income

**4.10 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), except as required by Section 4.8 to prevent recipient from qualifying for public assistance.

**4.11 Automatic Termination:** Support immediately ceases upon the earliest of: (a) Recipient's remarriage; (b) Recipient's cohabitation with a romantic partner in a marriage-like relationship for 90+ consecutive days, regardless of gender, evidenced by one or more of: shared residence, shared finances, holding out as a couple, or other indicia of a marriage-like relationship; (c) Recipient's death; (d) Payor's death; or (e) Duration limit expiration under Section 4.7.

**4.12 No Modification:** The Parties agree that modification of support shall be permitted only upon a showing by clear and convincing evidence of a material change in circumstances that: (a) was not reasonably foreseeable at the time of execution; (b) substantially affects either party's financial circumstances; and (c) makes the existing support amount substantially unfair or would result in severe hardship. Both Parties

acknowledge as reasonably foreseeable: marital dissolution, voluntary workforce departures, income and employment changes not due to disability, routine health issues, general economic conditions, and voluntary childcare decisions. Notwithstanding any provision herein, a court may modify support to the extent necessary to prevent the recipient from qualifying for public assistance, as required by Alabama law.

**4.13 Verification:** Payor may require genetic testing to verify biological parentage of any child claimed as a Child of the Marriage, with costs borne by the requesting party. Discovery of non-paternity removes that child from the Children of the Marriage count under Section 4.6 and recalculates support accordingly, but does not extinguish support otherwise owed to the recipient under this Section 4.

**4.14 Support Cap:** Total lifetime support shall not exceed the LESSER of: (a) The amounts calculated under Sections 4.6 and 4.7 (as adjusted by Section 4.8); or (b) Payor's average annual net income multiplied by:

- Marriages <15 years: 75%
- Marriages 15-25 years: 100%
- Marriages 25+ years: 125%

**4.15 Post-Divorce Income:** Maintenance shall not be modified based on payor's income increases occurring after divorce filing, including promotions, bonuses, raises, business growth, investment returns, inheritances, gifts, or new employment at higher compensation. This reflects the parties' intent that post-divorce earnings remain separate property.

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## 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 may lead in one domain (60-70%) while supporting in the other (30-40%), creating a reciprocal balance and shared benefit. For example, one party may contribute 60-70% financially and 30-40% to domestic responsibilities. The other party may contribute 30-40% financially and 60-70% domestically.

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

Both Parties recognize that maintaining career skills strengthens long-term family financial security. This reflects shared values about economic partnership and mutual responsibility.

### 5.3 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

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## 6. INHERITANCE AND ESTATE RIGHTS WAIVER

**6.1 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 Alabama law, including but not limited to rights under Ala. Code § 43-8-70 et seq.

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

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

**6.4 ERISA Retirement Rights:** ERISA-governed retirement plans pass to the plan holder's designated beneficiaries, and federal law requires spousal rights to be waived on each plan's forms after marriage. Each Party shall execute any such waiver, spousal consent, or beneficiary designation within thirty (30) days of the other's written request. Failure to execute within thirty (30) days is a material breach entitling the requesting Party to (a) specific performance, (b) actual damages, including the value of any retirement benefits the requesting Party loses or is forced to share due to the breach, and (c) reasonable attorney fees and costs incurred in compelling compliance.

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## 7. FINANCIAL CHANGES DURING MARRIAGE

**7.1 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.

**7.2 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).

**7.3 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.

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## 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, the higher-earning Party at time of mediation shall pay all mediation costs up to the lesser of (i) 2% of that Party's gross annual income, 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 proceedings related to this Agreement, the higher-earning Party at time of request shall advance reasonable attorney fees up to the lesser of (i) 4% of that Party's gross annual income, or (ii) \$50,000, total across all proceedings. Advanced fees shall be reimbursed from any award or settlement received by the represented Party. If the represented Party loses on all material

issues under Section 8.7, the advance converts to a loan repayable over 60 months at the applicable federal rate. This cap represents the maximum obligation 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.

**8.11 Confidentiality of Proceedings:** All mediation, arbitration, and court proceedings under this Agreement shall be confidential. Neither Party may disclose pleadings, testimony, exhibits, or settlement positions to third parties except counsel, financial advisors, or as required by law. Violations trigger the penalties in Section 10.4.

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## 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.

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## 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.

The parties agree these amounts are a reasonable estimate of damages, not a penalty.

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.

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## 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 Acknowledgment:** 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 agree that extensive discovery regarding financial matters is unnecessary given the financial disclosures provided. Any party seeking discovery beyond the attached exhibits must demonstrate specific, credible evidence suggesting fraud, material misrepresentation, or concealment in the original disclosures. General requests for updated financial information shall not constitute grounds for extensive discovery absent such showing.

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## 12. SUPPLEMENTAL DISCLOSURE ACKNOWLEDGMENT

12.1 **Sufficiency of Disclosure:** Each Party acknowledges that Exhibits A and B provide sufficient disclosure to satisfy the second prong of the Barnhill test (full knowledge of the other's estate and its approximate value). Each Party has had the opportunity to request additional documentation and either did so or knowingly elected not to.

12.2 **Independent Enforceability:** This acknowledgment operates as a separate and independent basis for the second Barnhill prong, supporting enforceability even if disclosures are later challenged as imperfect.

12.3 **Counsel Confirmation:** Each Party acknowledges their independent counsel reviewed the disclosures with them before execution.

12.4 **Limited Future Claims Waiver:** Each Party waives claims based on minor or immaterial omissions but preserves the right to challenge based on fraud, intentional concealment, or material misrepresentation of assets exceeding 10% of the disclosing Party's net worth.

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### 13. OPTIONAL PRE-MARRIAGE ASSET UPDATE

**13.1 Recommended Update:** The Parties are encouraged, but not required, to exchange updated asset and liability schedules between thirty (30) and ninety (90) days before the marriage date. Any such updated schedules shall be attached as supplements to Exhibits A and B and identified as such.

**13.2 Reaffirmation:** If updated schedules are exchanged, the Parties may execute a written acknowledgment confirming this Agreement remains fully effective as modified only by the updated schedules. Such acknowledgment does not modify any substantive term of this Agreement.

**13.3 No Effect on Enforceability:** The exchange of updated schedules is recommended practice only. Failure to exchange updated schedules, or to execute any reaffirmation, shall not invalidate, modify, or affect the enforceability of this Agreement in any respect. The disclosures in Exhibits A and B as of the execution date of this Agreement remain the operative disclosures for all purposes.

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### 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.

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### 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).

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## 16. GOVERNING LAW AND ENFORCEABILITY

**16.1 Alabama Law:** This Agreement is governed by Alabama law as of the execution date, including the principles established in *Barnhill v. Barnhill*, 386 So. 2d 749 (Ala. Civ. App. 1980), and subsequent Alabama case law, regardless of the parties' domicile or location of assets at the time of enforcement. Future statutory or case law amendments reducing the enforceability of prenuptial agreements shall not apply retroactively to this Agreement.

**16.2 Jurisdiction:** Each Party submits to Alabama jurisdiction and waives forum non conveniens defenses. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger prenuptial protections than Alabama. Each Party agrees not to seek or enforce any judgment inconsistent with this Agreement's terms.

**16.3 Law Selection:** The Parties agree that Alabama law governs the validity and enforcement of this Agreement. Where another jurisdiction's law would apply by conflict-of-laws principles and provides equal or greater enforceability than Alabama, the Parties may invoke that law. Nothing in this section restricts either Party from raising legally available defenses.

**16.4 Validity:** This Agreement is presumed valid absent clear and convincing evidence of fraud, duress, or statutory violation. Each Party agrees that Alabama is the preferred forum for any dispute and will not initiate proceedings elsewhere unless Alabama declines jurisdiction.

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## 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 in final form to the other Party at least thirty (30) days before execution; (b) is signed by both Parties before a notary public; and (c) is accompanied by written acknowledgment from each Party's independent counsel confirming review of the modification and the client's understanding of its terms and legal effect.

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

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## 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.

**18.4 Unconscionability Prevention:** If any court determines that enforcement of any provision would be unconscionable under the circumstances existing at the time of enforcement, that provision shall be modified to the minimum extent necessary to avoid unconscionability while preserving the parties' intent to the maximum extent possible. The parties specifically intend that no provision shall be interpreted in a manner that would leave either party unable to meet basic living needs or dependent on public assistance.

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## 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 30-90 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.

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## 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 received financial disclosure as set forth in Exhibits A and B and acknowledged its sufficiency under 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 Alabama law, including rights that would otherwise arise under Ala. Code § 30-2-51 et seq. (alimony and property division statutes) and Ala. Code § 43-8-70 et seq. (inheritance rights).

**20.5 Comprehensive Future Waiver:** Each Party irrevocably waives any future factual claim of: (a) lack of understanding; (b) inadequate disclosure beyond what is preserved in Section 12.4; (c) duress, coercion, or undue influence at execution; or (d) retention of rights beyond those expressly preserved herein. Nothing in this Agreement waives a Party's right to raise unconscionability as a legal defense, though both Parties affirm the Agreement is conscionable as of the execution date.

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## 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:

1. I am independent counsel, separately retained by Party A, and do not represent Party B.
2. I have reviewed this Agreement in full with my client and explained its legal implications and consequences, including the marital, statutory, and common-law rights being waived.
3. I have answered all of my client's questions.





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