

## ARKANSAS 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], and 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;

WHEREAS, each Party acknowledges the other's present earning capacity and agrees that future changes in employment, income, or earning capacity – including those resulting from caregiving, career sacrifice, or market conditions – are contemplated at execution and shall not constitute grounds to modify or invalidate this Agreement;

WHEREAS, each Party has been advised of their right to independent legal counsel, has had adequate opportunity to consult counsel of their choosing, 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 existing at execution;

WHEREAS, the Parties desire that this Agreement be governed by the laws of Arkansas 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:

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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. Separate property includes all premarital assets of each Party regardless of whether listed on Exhibits A and B.

**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:** Separate business interests remain separate property regardless of spousal involvement, consultation, or contribution during marriage, unless

the non-owner spouse makes direct documented capital contributions or becomes a legal co-owner. Advice, consultation, or emotional support creates no property interest. No marital claim arises from business operations, growth, or increased value during marriage.

**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.

**2.9 Separate-Property Appreciation:** Consistent with Ark. Code Ann. § 9-12-315(b)(5) and *Franks v. Franks*, 2018 Ark. App. 266, 548 S.W.3d 871, all appreciation, growth, income, returns, and increased value of separate property – whether resulting from market forces, active management, or efforts of either Party during the marriage – remains the separate property of the owning Party. Neither Party acquires any marital claim to such appreciation regardless of direct or indirect contributions during marriage.

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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 – whether rehabilitative, permanent, temporary, pendente lite, reimbursement, or post-judgment – except as specifically provided herein and only to the minimum extent required by Ark. Code Ann. § 9-11-406(b) to prevent Recipient from becoming eligible for public assistance. This waiver applies uniformly at all proceedings stages; no court shall award support exceeding or different from Section 4 amounts. Any temporary support paid during proceedings shall be credited dollar-for-dollar against the total obligation under this Section 4, at payor's election applied to monthly amounts or duration. Excess temporary support paid during any validity challenge shall be reimbursed to payor within 30 days of the Agreement being upheld.

**4.2 Children of the Marriage:** "Children of the Marriage" means only biological children of both Parties, whether conceived through IVF or natural conception. For purposes of calculating spousal support under this Section 4 only, Payor may request genetic testing to verify biological parentage, with costs borne by the requesting Party; a finding of non-paternity removes that child from the Children of the Marriage count used in Section 4.4 calculations. This Section does not affect child support obligations, which are governed exclusively by Arkansas law and the child's best interests under Ark. Code Ann. § 9-11-403(b).

**4.3 Net Income Definition:** "Net income" means gross income minus federal income tax, state income tax, Social Security, and Medicare withholdings, excluding voluntary deductions. Payor's net income is the three-year average of annual income preceding divorce filing; however, if the most recent year's income is lower due to involuntary job loss, disability, or business closure beyond payor's control, then the most recent year's net income controls.

**4.4 Support Calculation:** Monthly support equals the following percentage of payor's net income, minus 50% of recipient's net income, based on the number of Children of the Marriage:

- 0 Children: 0% of payor's net income (no support)
- 1 Child: 2% of payor's net income
- 2 Children: 4% of payor's net income
- 3 Children: 6% of payor's net income
- 4 Children: 8% of payor's net income
- 5 Children: 10% of payor's net income
- 6+ Children: 12% of payor's net income

**Monthly Maximum:** The lesser of (a) the calculation above, or (b) the amount necessary to raise Recipient's total monthly income \$1 above the federal Supplemental Security Income (SSI) individual benefit rate (\$994/month in 2026, adjusted annually per federal COLA). This maximum reflects the Parties' intent that support not exceed the minimum required by Ark. Code Ann. § 9-11-406(b) to avoid public assistance eligibility.

**4.5 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: 0% (no support)
- 5 to <10 years: 5% of marriage length
- 10 to <15 years: 10% of marriage length
- 15 to <20 years: 15% of marriage length
- 20 to <25 years: 20% of marriage length
- 25+ years: 25% of marriage length

**4.6 Employment Reduction:** Support reduces by 50% if Recipient has not obtained employment within 18 months of divorce. "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.

**4.7 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 under Section 4.5.

**4.8 No Modification:** Support shall not be modified based on any changed circumstance. The Parties acknowledge as reasonably foreseeable at execution: dissolution, workforce departures, income or employment changes, promotions, bonuses, raises, business growth, investment returns, inheritances, gifts, new employment at higher compensation, health issues, economic conditions, and childcare decisions. Modification requires clear and convincing evidence of circumstances not within this list that would make enforcement unconscionable. Post-divorce income

increases are expressly non-modifiable, reflecting the Parties' intent that post-divorce earnings remain separate property.

**4.9 Triggering-Event Forfeiture:** Consistent with Arkansas appellate authority enforcing alimony forfeiture clauses tied to enumerated triggering events (*Rogers v. Rogers*, 90 Ark. App. 321, 205 S.W.3d 856 (2005)), Recipient forfeits all rights to support under this Section 4 if divorce is granted on grounds of: (a) adultery by Recipient; (b) Recipient's conviction of a felony during the marriage; or (c) general indignities as enumerated under Ark. Code Ann. § 9-12-301(c)(3)(C). In any forfeiture scenario, support is limited to the public-assistance floor under Section 4.10 only.

**4.10 Public Assistance Floor:** If a court determines Recipient would become eligible for a program of public assistance under Arkansas law absent support, Ark. Code Ann. § 9-11-406(b) limits the court's authority to ordering support only "to the extent necessary to avoid that eligibility." The Parties stipulate:

(a) "Program of public assistance" means, in order of priority, only the following programs in which Recipient is actually enrolled or has pending application at the time of the court's ruling:

(i) Supplemental Security Income (SSI) – \$994/month individual (2026), adjusted annually per federal COLA;

(ii) Transitional Employment Assistance / TANF (TEA) – \$223/month per Arkansas DHS policy (applicable only if Recipient is custodial parent of a minor child); (iii) ARHOME Medicaid – 138% FPL (\$1,836/month individual, effective April 2026), adjusted annually.

(b) The support ordered shall be the minimum monthly amount required to raise Recipient's total income \$1 above the threshold of the single program for which Recipient is actually enrolled.

(c) Duration of any § 9-11-406(b) override is limited to the period during which Recipient would otherwise be eligible, with mandatory annual recertification; override support terminates automatically if Recipient fails to recertify.

(d) Recipient bears the burden of proving by clear and convincing evidence:

(i) actual application to the specific program;

(ii) formal eligibility determination; and

(iii) no alternative source of income, assets, or support. Theoretical or prospective eligibility is insufficient.

(e) SNAP, housing assistance, WIC, childcare subsidies, and energy assistance are NOT "programs of public assistance" for purposes of this Section, as they supplement rather than replace income.

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## 5. LIFESTYLE CLAUSES

[these clauses are not legally enforceable, but a good place to lay out the aspirations of your marriage. Below are a few ideas of what you can include, modify as you see fit]

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 dower, curtesy, the right to elect against the will under Ark. Code Ann. § 28-39-401, homestead allowances under Ark. Code Ann. § 28-39-201, statutory family

allowances under Ark. Code Ann. § 28-39-101, and any other statutory inheritance rights under Arkansas law. Consistent with *Stewart v. Combs*, 368 Ark. 121, 243 S.W.3d 294 (2006), these mutual waivers are supported by consideration and enforceable as written.

**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 county 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. Consistent with Ark. Code Ann. § 9-11-406, an issue of unconscionability is decided by the court as a matter of law and shall not be decided by the arbitrator; all other challenges including voluntariness and disclosure adequacy are within the arbitrator's exclusive authority.

**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 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 to ensure adequate representation. Advanced fees shall be: (a) Reimbursed from any award or settlement received by the represented Party, or in full if the represented Party loses on all material issues per Section 8.7; 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.

**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.

**9.4 Translation Available:** If either Party requested a written translation of this Agreement into their native language prior to execution, such translation was provided. Any Party who did not request a translation acknowledges that they had the opportunity to do so, that they fully understood the Agreement in English, and that they declined translation by proceeding to execution.

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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 stipulate these amounts are a reasonable forecast of actual damages, which are inherently difficult to calculate, and are not intended as 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 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.

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## 12. COMPREHENSIVE FINANCIAL DISCLOSURE WAIVER

**12.1 Knowing and Voluntary Waiver:** Each Party, after consulting with independent legal counsel as required by Ark. Code Ann. § 9-11-406(a)(2)(ii), expressly, knowingly, and voluntarily waives all further disclosure rights under the Arkansas Premarital Agreement Act (Ark. Code Ann. §§ 9-11-401 to -413) and any other legal principle. The Attorney Sworn Affirmations attached to this Agreement confirm this counsel consultation occurred prior to execution.

**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 Specific Statutory Waiver:** Each Party waives all rights to additional disclosure under Ark. Code Ann. § 9-11-406(a)(2)(i)-(iii) and acknowledges this counsel-advised waiver satisfies all statutory requirements irrespective of attached schedules.

**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 Acknowledgement:** Each Party acknowledges independent counsel advisement regarding this waiver's significance.

### 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 **Counsel Requirement for Disclosure Waiver:** Ark. Code Ann. § 9-11-406(a)(2)(ii) requires that any waiver of financial disclosure be executed only after the waiving Party has consulted with legal counsel. Accordingly, each Party must have consulted with

independent legal counsel before executing this Agreement, and the attached Attorney Sworn Affirmations are mandatory. No waiver of independent counsel is permitted under this Agreement.

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## 16. GOVERNING LAW AND ENFORCEABILITY

**16.1 Arkansas Law:** This Agreement is governed by Arkansas law as of the execution date, including the Arkansas Premarital Agreement Act (Ark. Code Ann. §§ 9-11-401 to -413) and controlling Arkansas appellate authority including *Banks v. Evans*, 347 Ark. 383, 64 S.W.3d 746 (2002), regardless of the Parties' domicile or asset location at the time of enforcement. Future amendments to Arkansas law reducing enforceability shall not apply retroactively.

**16.2 Jurisdiction:** Each Party submits to Arkansas jurisdiction and waives forum non conveniens defenses. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger prenuptial protections than Arkansas. Each Party covenants not to seek or accept any judgment inconsistent with this Agreement and shall promptly take all steps necessary to vacate or modify any such judgment obtained.

**16.3 Law Selection:** Neither Party may invoke any law—foreign or domestic—to weaken this Agreement's enforcement. Laws may only be invoked to strengthen enforcement beyond Arkansas standards.

**16.4 Validity:** This Agreement is presumed valid absent clear and convincing evidence of statutory violation. Each Party covenants to initiate any proceedings concerning this Agreement only in Arkansas or in a jurisdiction providing equal or stronger prenuptial enforcement, and breach of this covenant entitles the non-breaching Party to recover all reasonable attorney fees, costs, and damages caused by the forum violation.

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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 signed by both Parties; and (b) is accompanied by Attorney Sworn Affirmations from each Party's independent counsel pursuant to Ark. Code Ann. § 9-11-402(b)(2), confirming review of the modification and the client's understanding of its terms and legal effect. Any modification must satisfy the same formalities as the original Agreement under Ark. Code Ann. § 9-11-405.

**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 any invalid provision be severed and reformed to its nearest valid equivalent rather than invalidating the remainder of this Agreement. No single provision is essential to the Agreement's continued enforceability, and each provision is intended to operate independently.

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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.

Note: Updating Exhibits A and B disclosures before marriage does not modify the substantive terms of this Agreement. Any substantive modification after marriage must satisfy Ark. Code Ann. § 9-11-405 and Section 17.2 of this Agreement.

**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 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 (subject only to the Section 4.10 public assistance floor), inheritance claims, and any other marital rights to the fullest extent permitted under the Arkansas Premarital Agreement Act (Ark. Code Ann. §§ 9-11-401 to -413) and controlling Arkansas case law including Banks v. Evans, 347 Ark. 383 (2002).

**20.5 Comprehensive Future Waiver:** Each Party irrevocably waives any future claim of: (a) lack of understanding; (b) inadequate disclosure (subject to Section 12); (c) duress, coercion, or undue influence; (d) retention of rights beyond those expressly preserved herein; or (e) any other challenge to this Agreement's validity or enforceability not preserved by Ark. Code Ann. § 9-11-406(a).

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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 SWORN AFFIRMATION FOR PARTY A**

(Pursuant to Ark. Code Ann. § 9-11-402(b)(2))

STATE OF ARKANSAS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, depose and state under oath and under penalty of perjury:

1. I am an attorney licensed to practice law in the State of Arkansas, Bar Number \_\_\_\_\_.
2. I represent Party A, [Party A Name], in connection with this Premarital Agreement.
3. I have reviewed this Agreement in full with my client, explained its legal implications and consequences, and answered all questions.
4. My client has had adequate time to consider this Agreement and appears to have the mental capacity to understand it.
5. To the best of my knowledge, my client's execution of this Agreement is voluntary, informed, and free from duress, coercion, or undue influence.
6. I swear and affirm that my client understands and consents to the legal effect of this Premarital Agreement.

This Sworn Affirmation is executed to satisfy the acknowledgment requirement of Ark. Code Ann. § 9-11-402(b)(2).

\_\_\_\_\_

Attorney Signature

Date

\_\_\_\_\_

Attorney Name, Arkansas Bar Number

**ATTORNEY SWORN AFFIRMATION FOR PARTY B**

(Pursuant to Ark. Code Ann. § 9-11-402(b)(2))

STATE OF ARKANSAS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, depose and state under oath and under penalty of perjury:

1. I am an attorney licensed to practice law in the State of Arkansas, Bar Number \_\_\_\_\_.

Party A initials\_\_\_\_\_

Party B initials\_\_\_\_\_

2. I represent Party B, [Party B Name], in connection with this Premarital Agreement.
3. I have reviewed this Agreement in full with my client, explained its legal implications and consequences, and answered all questions.
4. My client has had adequate time to consider this Agreement and appears to have the mental capacity to understand it.
5. To the best of my knowledge, my client's execution of this Agreement is voluntary, informed, and free from duress, coercion, or undue influence.
6. I swear and affirm that my client understands and consents to the legal effect of this Premarital Agreement.

This Sworn Affirmation is executed to satisfy the acknowledgment requirement of Ark. Code Ann. § 9-11-402(b)(2).

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Attorney Signature	Date
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Attorney Name, Arkansas Bar Number

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