

DELAWARE 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, Party A is employed by [Employer] as [Title] and Party B is employed by [Employer] as [Title]; each Party has provided disclosure of their assets, liabilities, income, and financial circumstances – including compensation, equity, and ownership interests – as set forth in Exhibits A and B, and to the extent any disclosure is incomplete, each Party waives further disclosure under 13 Del. C. § 326(a)(2)(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 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, satisfying 13 Del. C. § 326;

WHEREAS, the Parties desire that this Agreement be governed by Delaware law, including the Delaware Uniform Premarital Agreement Act (13 Del. C. §§ 321–328), 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:

Party A initials _____ 1 Party B initials _____

1. DEFINITIONS

1.1 Separate Property: All property, income, and assets acquired by either Party in their individual name before or during marriage, treated as separate property under 13 Del. C. § 323(a)(1), including without limitation: real estate, personal property, business interests, financial and securities accounts (checking, savings, brokerage, retirement, money market, investment accounts), employment income, gifts, inheritances, digital assets (cryptocurrency, NFTs, digital wallets, online accounts), intellectual property (patents, copyrights, source code, websites whether active or dormant), and all appreciation, growth, income, returns, and future development or commercialization thereof.

1.2 Joint Property: Property, assets, and debts titled in both Parties' names jointly and acquired during marriage with joint funds.

1.3 Separate Debts: Debts incurred by either Party in their individual name.

1.4 Joint Debts: Debts incurred jointly by both Parties in both their names during marriage.

1.5 Alimony/Spousal Support: Financial support paid by one Party to the other after separation, divorce, or dissolution, as specified in this Agreement.

2. SEPARATE PROPERTY

2.1 Ownership and Control: Each Party retains sole and exclusive ownership, control, and management of their separate property as defined in Section 1.1.

2.2 No Marital Claims: Neither Party shall acquire any right, title, interest, or claim in the separate property of the other Party by reason of the marriage, regardless of the duration of marriage or any contributions made by the non-owning Party.

2.3 Right of Disposition: Each Party may dispose of their separate property by sale, gift, will, trust, or otherwise, without the consent or approval of the other Party.

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

2.5 Commingling Protection: If separate property becomes commingled with joint property, the contributing Party retains their ownership interest, provided adequate records exist to trace the separate contribution.

2.6 No Transmutation: Separate property shall not become joint property unless both Parties execute a written agreement specifically identifying the property and their intent

to convert it to joint ownership. 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.

3. JOINT PROPERTY

3.1 Joint Property Assets: Joint property consists only of assets titled in both Parties' names jointly and acquired during marriage with joint funds, as defined in Section 1.2.

3.2 Joint Property Division: Upon separation, divorce, or dissolution, joint property shall be divided equally (50/50) between the Parties.

3.3 Joint Debts: Joint debts consist only of debts incurred jointly by both Parties in both their names during marriage, as defined in Section 1.4. Upon separation, divorce, or dissolution, joint debts shall be divided equally (50/50) between the Parties.

3.4 Joint Residence - Proportional Interest: If the Parties jointly purchase a residence during marriage:

(a) Each Party's ownership percentage equals: $(\text{Their total contributions} \div \text{Combined contributions of both Parties}) \times 100$.

(b) Records shall be maintained to document each Party's contributions;

(c) This proportional interest supersedes any presumption of equal ownership for jointly-titled property.

3.5 Joint Residence - Dissolution Rights: Upon separation, divorce, or dissolution:

(a) Either Party may elect to purchase the other's proportional share at fair market value determined by: (i) mutual agreement; (ii) if no agreement within 30 days, the median of three valuations from the largest online real estate platforms by market share (currently

Zillow, Redfin, and Realtor.com) on the same date; or (iii) if online values vary by >20% or are unavailable, the average of two certified appraisals (one per Party);

(b) The purchasing Party must obtain financing in their sole name and complete the buyout within 120 days of election;

(c) If no buyout election is made or completed within 120 days, the residence shall be sold with net proceeds distributed according to each Party's proportional share.

3.6 Separate Property Exclusion: All property not meeting the definition of joint property in Section 1.2 remains separate property of the owning Party, regardless of any contributions, improvements, or efforts by the non-owning Party during marriage.

4. ALIMONY/SPOUSAL SUPPORT

4.1 General Waiver: Each Party waives all rights to alimony, spousal support, and maintenance – interim, pendente lite, rehabilitative, temporary, or permanent – under 13 Del. C. § 1512(f), except for the amounts in Section 4.3. The Parties acknowledge § 1512(f) provides a party who waives alimony in writing shall have no remedy, with no public-assistance exception. Each Party affirms this waiver is voluntary and made with adequate knowledge of the other's finances. Any temporary support paid in excess of Section 4.3 is credited against amounts owed and any remainder refunded to payor within 30 days of the final decree.

4.2 Children of the Marriage: "Children of the Marriage" means only biological children of both Parties, whether conceived through IVF or natural conception. Payor may require genetic testing at any time, at the requesting Party's cost. Confirmed non-paternity removes that child from the count of Children of the Marriage for purposes of this Section 4, and support is recalculated accordingly.

4.3 Support Calculation: Monthly support equals the following percentage of payor's net income from the calendar year preceding divorce filing, minus 50% of recipient's net income, based on Children of the Marriage. "Net income" means gross income minus federal tax, Delaware state tax, FICA, and Medicare.

- 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

Maximum: \$1,000 per month

4.4 Duration: Support duration is a percentage of marriage length, from date of marriage to date of separation. "Date of separation" means the date the Parties begin living separate and apart with intent not to resume the marriage, or the date a divorce petition is filed, whichever is earlier.

- Less than 5 years: 0% (no support)
- 5 to <10 years: 5% of marriage length
- 10 to <20 years: 10% of marriage length
- 20+ years: 15% of marriage length, capped at 5 years total

4.5 Termination: Support ceases on the earliest of: recipient's remarriage; recipient's cohabitation for 60+ consecutive days; either Party's death; or duration expiration. "Cohabitation" means regularly residing with another adult while holding themselves out as a couple (per 13 Del. C. § 1512(g)), regardless of financial benefit. Terminated support does not revive if a remarriage or cohabitation later ends. Support reduces 50% if recipient's adjusted gross income, per filed federal return, has not reached \$30,000 in any year within 24 months of divorce; recipient has 30 days from written request to produce returns or W-2s.

4.6 No Modification: Support is not modifiable for any post-execution change in income, employment, health, caregiving, market conditions, inheritances, or other circumstance, none being a real and substantial change of circumstances under 13 Del. C. § 1519(a)(4). A full alimony waiver being enforceable under § 1512(f), the Parties intend the Section 4.3 support – exceeding that permissible zero floor – to be immune from unconscionability challenge. If any provision of this Section is held unenforceable, the caps in Sections 4.3, 4.4, and 4.7 survive as independent limits.

4.7 Support Cap: Total lifetime support shall not exceed the LESSER of: (a) The amounts calculated under Sections 4.3 and 4.4; or (b) Payor's average annual net income multiplied by:

- Marriages <15 years: 20%
- Marriages 15-25 years: 40%
- Marriages 25+ years: 60%

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

6. INHERITANCE AND ESTATE RIGHTS WAIVER

6.1 Complete Inheritance Waiver: Each Party waives all rights to inherit from the other's estate, including the elective share (12 Del. C. § 901 et seq.), intestate succession (12 Del. C. § 501 et seq.), and any statutory or common-law marital-share, allowance, or exempt-property rights under Delaware law. This waiver is enforceable under 13 Del. C. § 323(a)(3) and (a)(5), and In re Estate of Sullivan, C.A. No. 2020-0318-SEM (Del. Ch. Oct. 31, 2022).

6.2 Estate Planning Consistency: Neither Party shall be required to leave assets to the other in any will or estate planning instrument.

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.

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.

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 by a single arbitrator from AAA's family law panel, in the city where marital residence was established, judgment final and non-appealable except for fraud or arbitrator misconduct. The arbitrator shall apply this Agreement as written; any issue of unconscionability is reserved to the Delaware Family Court as a matter of law under 13 Del. C. § 326(b).

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.

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 represents they understood this Agreement and had adequate opportunity to obtain translation or native-language counsel, and waives language-based challenges to the fullest extent permitted by law.

9.4 Translation Available: Each Party acknowledges they had the right to request a written translation of this Agreement in their native language prior to execution, and either obtained such translation, declined it, or confirmed sufficient English proficiency to proceed without one.

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: \$2,000 per violation, or 2% of annual household income, whichever is lesser;

(c) Children-related violations: \$2,000 per violation, or 2% of annual household income, whichever is lesser;

(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 Financial Disclosure: Each Party has provided financial disclosure through the Asset and Liability Disclosure Schedules attached as Exhibits A and B. To the extent any disclosure is incomplete, each Party waives further disclosure under Section 12.

11.2 Reliance and Acknowledgment: Each Party acknowledges they have received and reviewed the other's disclosures and, except as waived in Section 12, enter this Agreement in reliance on them.

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. COMPREHENSIVE FINANCIAL DISCLOSURE WAIVER

12.1 Knowing and Voluntary Waiver: Each Party expressly, knowingly, and voluntarily waives, in writing, any right to disclosure of the other Party's property or financial obligations beyond that provided in Exhibits A and B, in full satisfaction of 13 Del. C. § 326(a)(2)(b).

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 under 13 Del. C. § 326(a)(2) and acknowledges this waiver satisfies § 326(a)(2)(b) regardless of the completeness of attached schedules.

12.4 Voluntary Relinquishment: Each Party acknowledges they could have demanded complete disclosure and verification but voluntarily chose not to, and waives disclosure-adequacy claims to the fullest extent permitted under 13 Del. C. § 326.

12.5 Irrevocable Future Claims Waiver: Both Parties waive, to the fullest extent permitted, claims of: (a) inadequate disclosure; (b) lack of investigation opportunity; or (c) insufficient review time. This does not waive any non-waivable right to assert unconscionability at execution under 13 Del. C. § 326.

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.

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, that Party executed a separate written waiver attached as Exhibit C, acknowledging (a) they were expressly advised to obtain independent counsel; (b) they understand the rights being relinquished; (c) they had adequate time to seek counsel; and (d) they chose not to do so voluntarily.

16. GOVERNING LAW AND ENFORCEABILITY

16.1 **Delaware Law:** Governed by Delaware law as of execution, including the Delaware UPAA (13 Del. C. §§ 321–328) and *Silverman v. Silverman*, 206 A.3d 825 (Del. 2019), regardless of domicile or asset location. Future amendments reducing enforceability do not apply retroactively.

16.2 **Jurisdiction:** Each Party submits to the jurisdiction of the Delaware Family Court (10 Del. C. § 921) and waives forum non conveniens to the extent permitted. Each Party covenants not to file proceedings concerning this Agreement outside Delaware, except where Delaware lacks jurisdiction.

16.3 **Law Selection:** The Parties intend Delaware law to govern enforcement to the fullest extent permitted, consistent with 13 Del. C. § 323(a)(7).

16.4 **Validity:** Presumed valid absent clear and convincing evidence of involuntary execution (§ 326(a)(1)) or unconscionability at execution (§ 326(a)(2)). Unconscionability is decided as a matter of law (§ 326(b)).

16.5 **No Second-Look Doctrine:** Per § 326(a)(2) and *Silverman v. Silverman*, 206 A.3d 825, 832–33 (Del. 2019), unconscionability is reviewed only at execution, not

enforcement. Changed circumstances during marriage – wealth disparity, career sacrifice, health, or caregiving – are not grounds for invalidation.

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.

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 30-90 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.

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 financial disclosure with reasonable opportunity for verification, OR (b) knowingly and voluntarily waived disclosure rights 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 waives all rights to equitable distribution (13 Del. C. § 1513), alimony (13 Del. C. § 1512), elective share (12 Del. C. § 901 et seq.), and any other marital or inheritance rights to the fullest extent permitted under the Delaware Uniform Premarital Agreement Act (13 Del. C. §§ 321–328).

20.5 **Comprehensive Future Waiver:** Each Party waives, to the fullest extent permitted by law, any future claim of: (a) lack of understanding; (b) inadequate disclosure; (c) duress, coercion, or undue influence; (d) retention of rights beyond those expressly preserved herein; or (e) other challenge to validity, except a Party retains any non-waivable right to assert unconscionability at execution under 13 Del. C. § 326.

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]

Printed Name: _____

Commission No.: _____ Expires: _____

[Notary Seal]

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