

FLORIDA PREMARITAL 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], and each Party has made full, fair, and complete disclosure to the other of their respective 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 or career sacrifice – 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 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 without coercion, duress, or undue influence, believing it fair and reasonable under the circumstances existing at the time of execution;

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

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1 **Separate Property:** All property, income, and assets acquired by either Party in their individual name before or during marriage, including without limitation: real estate, personal property, business interests, financial and securities accounts (checking,

savings, brokerage, retirement, money market, investment accounts), employment income, gifts, inheritances, digital assets (cryptocurrency, NFTs, digital wallets, online accounts), intellectual property (patents, copyrights, source code, websites whether active or dormant), and all appreciation, growth, income, returns, and future development or commercialization thereof.

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

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

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

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

2. SEPARATE PROPERTY

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

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 the other Party harmless from liability for such debts. This allocation binds the Parties only and does not affect any creditor's rights against either Party.

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 spousal involvement, consultation, assistance, or contribution during marriage, provided the non-owner spouse did not make direct documented capital contributions or become a legal co-owner of the business entity. Each spouse's success benefits both parties during marriage, promoting mutual interest in maintaining the marital relationship rather than dissolving it for financial gain. No marital claim arises from business operations, growth, or increased value during marriage.

2.8 Trust Asset Protection: Assets either Party places in an irrevocable trust remain that Party's separate property for purposes of this Agreement, and the other Party waives any marital claim that such assets or their appreciation became marital property. This waiver does not affect any distribution either Party is entitled to receive as a named trust beneficiary.

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: Both Parties waive all rights to spousal support, alimony, or maintenance from the other Party – whether bridge-the-gap, rehabilitative, or durational – except as specifically provided in this Section 4. Temporary (pendente lite) support cannot be waived under Florida law and is governed by Section 4.2. This waiver is made pursuant to Fla. Stat. § 61.079(4)(a)4., which permits parties to modify, waive, or eliminate spousal support.

4.2 Temporary Support and Crediting: Nothing in this Agreement limits a Party's statutory right to temporary (pendente lite) support during the pendency of a dissolution proceeding, which cannot be waived under Florida law. However, all temporary support paid shall be credited against the Section 4.13 lifetime cap, and if this Agreement is upheld, any temporary support exceeding the amounts due under this Section 4 shall be reimbursed within 90 days of final judgment or offset against future payments.

4.3 Child-Contingent Support: Spousal support under this Section is payable only if the marriage produced at least one Child of the Marriage. Support reduces by 50% if the recipient has not obtained Employment (as defined in 4.5) within 24 months of the dissolution filing, provided that no such reduction shall cause the recipient to become eligible for public assistance as described in 4.7.

4.4 Children of the Marriage Definition: "Children of the Marriage" means only biological children of both Parties, whether conceived through assisted reproductive technology or natural conception, or children jointly adopted by both Parties.

4.5 Employment Verification: "Employment" means earning at least \$30,000 annually in gross income, verified by tax returns, W-2s, 1099s, or equivalent documentation. Either Party may request annual verification of the recipient's employment status.

4.6 Net Income Definition: "Net income" means gross income minus federal income tax, state income tax, Social Security, and Medicare withholdings, excluding voluntary deductions, calculated as the three-year average of the relevant Party's annual income preceding the dissolution filing. If the most recent year's income is lower due to involuntary job loss, disability, or business closure beyond that Party's control, the most recent year's net income shall be used instead of the three-year average. This definition applies symmetrically to both Parties.

4.7 Support Calculation: Monthly support shall be calculated as follows:

- 0 Children: 0% (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

Maximum Support: Annual support shall not exceed 200% of the Federal Poverty Level (per U.S. HHS for the filing year) for a household of the recipient plus the Children of the Marriage, and in no case more than 20% of the difference between the Parties' net incomes (per Fla. Stat. § 61.08(8)).

Public Assistance Floor: Per Fla. Stat. § 61.079(7)(b), if this Agreement's limitation of spousal support would make the recipient eligible for public assistance at separation or dissolution, a court may require the payor to provide support only to the extent necessary to avoid that eligibility. "Public assistance" means any means-tested government benefit, including TANF, SNAP, non-emergency Medicaid, housing, or utility assistance. This is the sole circumstance under which support may exceed the amounts above.

Child Support Separate: This Section governs spousal support only. Child support is set separately under Fla. Stat. § 61.30 and may not be limited by this Agreement, per Fla. Stat. § 61.079(4)(b).

4.8 Duration Limits: Support duration shall not exceed the following percentage of the marriage length, measured from the date of marriage to the date the first petition for dissolution is filed (per Fla. Stat. § 61.08(4)):

- <5 years: No support (short-term marriage)
- <10 years: 5%
- <15 years: 10%
- <20 years: 15%
- <25 years: 20%
- <30 years: 25%
- 30+ years: 30%

Florida Durational Framework: These limits operate within the statutory maximums for durational alimony under Fla. Stat. § 61.08(8) – 50% of a short-term, 60% of a moderate-term, and 75% of a long-term marriage – and never exceed them. Marriages under 5 years create no presumption of need absent extraordinary circumstances.

4.9 Income Floor: No support is payable if the payor's gross annual income is below the greater of: (a) 75% of the payor's gross income in the year prior to executing this Agreement, or (b) 250% of the Federal Poverty Level for a single person (\$32,300 in 2026; adjusted annually).

4.10 Automatic Termination: Support ceases upon the earliest of: (a) recipient's remarriage; (b) recipient's entry into a supportive relationship as defined in Fla. Stat. § 61.14(1)(b); (c) recipient's death; (d) payor's death; or (e) expiration of the duration limit under 4.8. The Parties intend cohabitation to terminate support to the fullest extent Florida law allows.

4.11 No Modification: Neither Party may seek modification, rescission, or invalidation of this Section except on the grounds enumerated in Fla. Stat. § 61.079(7)(a): that the Party did not execute this Agreement voluntarily; that it was the product of fraud, duress, coercion, or overreaching; or that it was unconscionable when executed and, before execution, that Party was not provided fair and reasonable disclosure, did not waive disclosure in writing, and did not have and could not reasonably have had adequate knowledge of the other Party's finances. Both Parties acknowledge as foreseeable and contemplated at execution: dissolution, workforce departures, income or employment changes, health issues, economic conditions, and caregiving or childcare decisions – none of which constitutes grounds for modification.

4.12 Verification: Either Party may require genetic testing to verify biological parentage of any child on whom support under this Section is contingent, with costs borne by the requesting Party.

4.13 Support Cap: Total lifetime support shall not exceed the payor's average annual net income (as defined in Section 4.6) during the three years preceding the dissolution filing, multiplied by: 40% (marriages under 10 years), 60% (10–20 years), or 80% (over 20 years). In all cases, support remains subject to the lower limits in Section 4.7.

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:

1. In case of marital difficulties, both Parties commit to preserving family unity through creative living arrangements if necessary (separate bedrooms, nearby homes, etc.)
2. Both Parties agree to speak respectfully about each other publicly and privately
3. Both Parties commit to prioritizing their children's relationships with both parents regardless of marital status

6. FINANCIAL CHANGES DURING MARRIAGE

6.1 Binding Regardless of Changes: The Parties acknowledge that their financial circumstances may change significantly during marriage, including substantial increases or decreases in income, assets, or liabilities. This Agreement remains binding regardless of such changes.

6.2 No Implied Modifications: Changes in financial circumstances, whether foreseeable or unforeseeable, shall not modify, invalidate, or excuse performance under this Agreement unless modified in compliance with all requirements of Section 17 (Modification and Finality).

6.3 Commitment to Terms: Each Party affirms this Agreement reflects their current intentions and commits to honoring its terms regardless of future financial success, failure, or changed circumstances.

6.4 ERISA Retirement Rights: The Parties acknowledge that ERISA plan survivor rights can be waived only by the participant's spouse after marriage on the plan's required form; this Agreement is not itself such a waiver. Each Party shall execute any required spousal consent or waiver within thirty (30) days of the other's written request. Failure to do so within thirty (30) days is a material breach

entitling the requesting Party to specific performance, actual damages including lost retirement benefits, and reasonable attorney fees and costs.

7. INHERITANCE AND ESTATE RIGHTS WAIVER

7.1 Complete Inheritance Waiver: Each Party waives all rights in the other's estate — including elective share, homestead, exempt property, family allowance, preference in administration, and intestate share — under Fla. Stat. §§ 732.201–732.2155, executed as a valid waiver under Fla. Stat. § 732.702 upon fair disclosure or its written waiver herein.

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

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

8. DISPUTE RESOLUTION AND ATTORNEY FEES

8.1 Mandatory Mediation: Any dispute arising under this Agreement must first be submitted to mediation with a qualified family law mediator. Both Parties must participate in good faith for at least three (3) full sessions over a minimum of 60 days. Mediation costs shall be allocated as follows: (a) Successful Mediation: If a written settlement agreement signed by both Parties resolves all disputed issues, 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 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 and loses on all material issues shall pay the other Party's reasonable attorney fees and costs, except where a court finds such an award would unconstitutionally impair that Party's ability to obtain a fair adjudication of validity.

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 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: 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 entitle the non-breaching Party to: (a) injunctive relief; (b) liquidated damages of \$4,000 per violation as a reasonable

pre-estimate of harm that is difficult to quantify, not a penalty; (c) for commercial exploitation or willful breach, actual damages or disgorgement of profits, whichever the non-breaching Party elects; and (d) reasonable attorney fees. The Parties agree these amounts are reasonable and enforceable.

10.5 Binding Nature: All obligations survive marriage termination permanently.

10.6 Exceptions: Disclosure permitted when required by law, court order, necessary to protect children from harm, or required for legitimate legal proceedings.

11. FINANCIAL DISCLOSURE AND DISCOVERY WAIVER

11.1 Complete Financial Disclosure: Each Party has provided complete and accurate financial disclosure through the Asset and Liability Disclosure Schedules attached as Exhibits A and B, which include all material assets, debts, income, and recent financial statements.

11.2 Reliance and Acknowledgement: Each Party acknowledges they have received, reviewed, and understood the other Party's financial disclosures and are entering this Agreement in reasonable reliance on these disclosures being complete and accurate.

11.3 Discovery Waiver: The Parties limit discovery to the fullest extent permitted by law. Discovery shall be available where a court finds it necessary to adjudicate a claim of fraud, duress, coercion, or involuntary execution, or as otherwise constitutionally required for a fair hearing.

12. COMPREHENSIVE FINANCIAL DISCLOSURE WAIVER

12.1 Knowing and Voluntary Disclosure Waiver: Each Party expressly, knowingly, and voluntarily waives the right to fair and reasonable disclosure of the other's property and financial obligations beyond the disclosure provided, as permitted by Fla. Stat. § 61.079(7)(a)3.b.

12.2 Independent Basis: This disclosure waiver operates as a separate, independent basis supporting enforceability even if the Section 11 disclosures are later deemed incomplete.

12.3 Acknowledgment of Knowledge: Each Party affirms they had, or reasonably could have had, adequate knowledge of the other's property and financial obligations at execution.

12.4 Voluntary Relinquishment: Each Party could have demanded fuller disclosure and verification but voluntarily chose not to, and relinquishes any claim of inadequate disclosure.

12.5 Limited Future Claims Waiver: Each Party waives claims of inadequate disclosure and insufficient review time. This Section does not waive the right to assert involuntariness, fraud, duress, or that the Agreement was unconscionable when executed, which remain governed by Fla. Stat. § 61.079(7)(a).

12.6 Counsel Acknowledgment: Each Party acknowledges independent counsel advised them 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, such waiver was made voluntarily in writing with full understanding of the rights being relinquished (attached as an Exhibit, if applicable).

16. GOVERNING LAW AND ENFORCEABILITY

16.1 Florida Law: This Agreement is governed by Florida law, including the Florida Uniform Premarital Agreement Act (Fla. Stat. § 61.079), regardless of the Parties' domicile or asset location. The Parties intend that the law in effect at execution govern its interpretation and enforcement to the fullest extent permitted.

16.2 Jurisdiction: Each Party submits to the jurisdiction of Florida courts for any dispute arising under this Agreement and waives any objection based on forum non conveniens. The Parties intend that this Agreement be enforced under Florida law regardless of where either Party later resides or where assets are located.

16.3 Law Selection: The Parties agree that Florida law provides the appropriate framework for this Agreement. To the extent any other jurisdiction's law might apply, the Parties intend that such law be applied in a manner consistent with Florida's strong enforcement of premarital agreements, and neither Party shall forum shop to jurisdictions with weaker prenuptial protections.

16.4 Validity: This Agreement is presumed valid absent proof that: (1) the party did not execute voluntarily; (2) the agreement was the product of fraud, duress, coercion, or overreaching; or (3) the agreement was unconscionable when executed and the party lacked fair disclosure, did not waive disclosure in writing, and did not have adequate knowledge of the other's finances.

17. MODIFICATION AND FINALITY

17.1 Entire Agreement: This Agreement, including its Recitals and Exhibits A and B, constitutes the entire understanding between the Parties on this subject and

supersedes all prior agreements or representations, written or oral. The Recitals are incorporated as substantive terms on which both Parties rely.

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, and optionally update disclosures 30-90 days before the wedding. This ensures informed engagement decisions and keeps legal matters separate from wedding planning.

19.3 Alternative Timeline: Execute this Agreement at least 60 days before the wedding date, allowing 2-3 weeks for both parties to review the final version before signing. Reach out to an attorney at least 4-6 months before the wedding to begin the process.

19.4 Advisory Nature: These recommendations enhance enforceability but are not validity requirements.

20. COMPREHENSIVE ACKNOWLEDGMENTS

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

20.2 Financial Disclosure Confirmation: Each Party confirms they either: (a) received full financial disclosure with reasonable opportunity for verification; OR (b) knowingly and voluntarily waived disclosure rights as detailed in Section 12.

20.3 Legal Counsel Confirmation: Each Party confirms they were advised to obtain independent legal counsel and provided sufficient time for consultation.

20.4 Maximum Statutory Waiver: Each Party understands they are waiving all statutory rights to property division, spousal support, inheritance claims, and any other marital rights to the fullest extent permitted under Florida law (Fla. Stat. § 61.079).

20.5 Comprehensive Acknowledgments: Each Party acknowledges they have had full opportunity to understand this Agreement, review financial disclosures, obtain counsel, and execute voluntarily. Each Party confirms no duress, coercion, undue influence, fraud, or overreaching exists as of execution and affirms this Agreement is not unconscionable and is fair and reasonable under current circumstances. Each Party acknowledges that unconscionability is determined at execution, not enforcement, per Fla. Stat. § 61.079(7)(a)(3).

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:

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