

IOWA 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 made full, fair, and complete disclosure 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, 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;

WHEREAS, the Parties desire that this Agreement be governed by Iowa law, including the Iowa Uniform Premarital Agreement Act (Iowa Code Chapter 596), and intend it to be legally binding and enforceable to the maximum extent under Iowa law;

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 Spousal Support: Financial support paid by one Party to the other after separation, divorce, or dissolution, determined by the court under Iowa Code § 598.21A and controlling case law and not waived, limited, or reduced by 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, whether attributable to market forces, the owner's labor, or indirect contributions by the non-owner spouse. The Parties expressly intend this provision to override any default equitable-distribution weighing of indirect or homemaker contributions under Iowa Code § 598.21(3).

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. SPOUSAL SUPPORT

4.1 Statutory Framework: Iowa Code § 596.5(2) prohibits a premarital agreement from adversely affecting spousal support. Any award shall be determined solely by the court under Iowa Code § 598.21A and controlling case law at dissolution. Nothing herein waives, limits, or reduces either Party's statutory right to support.

4.2 Intended Consideration: The Parties intend that the separate-property allocation in this Agreement be weighed by the court under § 598.21A when evaluating need and ability to pay. The property terms are not a substitute for support.

5. LIFESTYLE CLAUSES

This Section is precatory and aspirational only – it expresses the Parties' shared hopes and values, is not legally binding or enforceable, and carries no remedy. Its validity or invalidity has no bearing on any other provision, all of which remain fully effective and severable per Section 18.

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 spousal elective share under Iowa Code §§ 633.236 and 633.238, the right to occupy the homestead in lieu of elective share under Iowa Code § 633.240, family allowances, exempt personal property allowances, and all other statutory inheritance rights under Iowa law.

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: 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. 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, foreseeable or unforeseeable, shall not modify, invalidate, or excuse performance under this Agreement except through full revocation under Section 17.2 or pre-marriage modification under Section 17.3.

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, but only for disputes concerning property division, debt allocation, inheritance waivers, or enforcement of this Agreement. Spousal support, child support, custody, and physical care disputes are non-arbitrable and must be resolved by the Iowa District Court under Chapter 598. Arbitration shall be conducted by a single AAA family-law arbitrator in the Iowa county of marital residence, with judgment final and non-appealable except for fraud or arbitrator misconduct. The arbitrator shall strictly apply this Agreement without equitable modification. Consistent with Iowa Code § 596.9, unconscionability remains a question of law for the court.

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: For proceedings concerning property division, estate claims, or enforcement of this Agreement only, if either Party lacks sufficient resources for counsel, the higher-earning Party at time of request shall advance reasonable fees up to the lesser of (i) 4% of that Party's gross annual income, or (ii) \$30,000 total. This provision does NOT apply to litigation concerning spousal support, child support, custody, or physical care, for which fees are governed independently by Iowa Code §§ 598.11, 598.21A, and 598.36 and controlling precedent (Erpelding, 917 N.W.2d 235 (Iowa 2018)). Advanced fees are (a) reimbursed from any recovery in property-related proceedings or (b) forgiven if no recovery occurs or reimbursement would cause hardship.

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 property-division or inheritance-waiver provisions and loses on all material property-related issues shall reimburse the other Party's reasonable attorney fees and costs for defending those property-related claims, provided reimbursement does not render the Agreement unconscionable. This does not apply to, and no fee consequence attaches to, any spousal support, child support, or custody claim.

8.8 Prevailing Party Attorney Fees: In proceedings concerning property division or enforcement of this Agreement, the prevailing Party may recover reasonable attorney fees and costs. This does not apply to spousal support, child support, or custody litigation.

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 Remedies: A violation of this Section or of Section 8.11 entitles the non-breaching Party to injunctive relief and to actual damages. Where actual damages are impractical to determine, the Parties agree liquidated damages of \$4,000 per violation (general or children-related) are a reasonable estimate, not a penalty; for commercial exploitation or willful breach, the greater of actual damages, disgorgement

of profits, or \$20,000. The arbitrator or court may adjust any amount it finds punitive, and shall award the prevailing Party reasonable attorney fees.

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 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 discovery rights to the fullest extent permitted by Iowa law, except that a court may order discovery necessary to adjudicate claims of fraud, duress, incapacity, or inadequate disclosure under Iowa Code § 596.8(1). This waiver does not limit discovery in proceedings concerning spousal support, child support, or custody.

12. FINANCIAL DISCLOSURE REAFFIRMATION

12.1 Acknowledgment of Disclosure: Each Party acknowledges that Iowa Code § 596.8(1)(c) requires fair and reasonable disclosure of property and financial obligations, or adequate knowledge thereof. Each Party confirms they have received and reviewed Exhibits A and B and have adequate knowledge of the other Party's property and financial obligations sufficient to satisfy § 596.8(1)(c).

12.2 Adequate Knowledge Alternative: Consistent with *In re Marriage of Spiegel*, 553 N.W.2d 309, 317 (Iowa 1996), each Party acknowledges that even if any specific disclosure in Exhibits A or B is later deemed incomplete, each Party had general knowledge of the true nature and extent of the other Party's property through cohabitation, prior disclosures, and the course of their relationship.

12.3 Irrevocable Challenge Waiver: Each Party waives future claims of unconscionability based on financial surprise, insufficient review time, or lack of investigation opportunity, to the fullest extent permitted under Iowa Code Chapter 596.

12.4 Counsel Acknowledgment: Each Party acknowledges independent counsel advisement (if retained) regarding this Section'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 prior to marriage, 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. Post-marriage updates are prohibited per Section 17.2.

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 Adequate Time Acknowledgment: The Parties acknowledge that temporal proximity to the wedding is among the procedural unconscionability factors Iowa courts weigh under Shanks, 758 N.W.2d at 515–17, and affirm they had adequate time between execution and marriage to review, consult counsel, and consent voluntarily.

15. INDEPENDENT LEGAL COUNSEL

15.1 Opportunity for Counsel: Each Party acknowledges they had the opportunity to consult with independent legal counsel. Consistent with Shanks, 758 N.W.2d at 512, legal representation is not required for enforceability under Iowa Code Chapter 596, but the opportunity must be available to both Parties.

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 shall execute a separate written waiver (attached as Exhibit C if applicable) 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 Iowa Law: This Agreement is governed by Iowa law, including Iowa Code Chapter 596 and controlling Iowa precedent (Shanks, 758 N.W.2d 506; Schenkelberg, 824 N.W.2d 481; Erpelding, 917 N.W.2d 235; Roberts, 6 N.W.3d 730), regardless of domicile or asset location. Future amendments reducing enforceability shall not apply retroactively.

16.2 Jurisdiction: Each Party submits to the jurisdiction of the Iowa District Court for any dispute relating to this Agreement and waives any forum non conveniens defense. Iowa law and the Iowa courts shall govern enforcement regardless of the Parties' domicile or the location of assets at the time of any proceeding.

16.3 Law Selection: Neither Party may invoke any law to weaken enforcement below Iowa Chapter 596 standards.

16.4 Validity: This Agreement is presumed valid unless the challenging Party proves by a preponderance one of the § 596.8 grounds: (a) involuntary execution; (b) unconscionability at execution; or (c) inadequate disclosure plus lack of adequate knowledge. Per § 596.9, unconscionability is decided by the court as a matter of law.

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 Post-Marriage Modification Prohibited: Per Iowa Code § 596.7 and Roberts, 6 N.W.3d 730 (Iowa 2024), this Agreement cannot be amended or partially revoked after marriage. The Parties may only fully revoke by written agreement signed by both spouses, which restores default Iowa law. No partial revocation, amendment, or substitution has legal effect during marriage.

17.3 Pre-Marriage Modification: Prior to marriage, modifications require a written instrument that (a) is presented in final form at least thirty (30) days before execution; (b) is signed by both Parties before a notary; and (c) if counsel is retained, includes written counsel acknowledgment of review.

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

18. SEVERABILITY

18.1 Severance of Invalid Provisions: Per Iowa Code § 596.8(2), any invalid provision shall be severed and the remainder shall remain in full force. The Parties expressly intend that severance of any provision relating to spousal support, child support, custody, or support-related attorney fees shall not invalidate the separate-property, joint-property, inheritance-waiver, or dispute-resolution provisions.

18.2 No Reformation of Support Provisions: Severed provisions shall not be reformed or replaced. Consistent with Iowa Code § 596.8(2) and Shanks, the Agreement survives without the severed provision. Any attempt to reform severed provisions relating to spousal support, child support, or custody is expressly prohibited.

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 at least 60 days before the wedding, with 2-3 weeks for final review. Contact an attorney 4-6 months before the wedding. Iowa courts have enforced prenups signed 2 days before (Holtkamp, No. 17-0940 (Iowa Ct. App. 2018)) and 10 days before (Shanks) the wedding, but temporal proximity is among the Shanks procedural unconscionability factors — do not rely on it.

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 received full financial disclosure via Exhibits A and B with reasonable opportunity for verification, and/or had adequate knowledge of the other Party's property and financial obligations sufficient to satisfy Iowa Code § 596.8(1)(c).

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 statutory rights to property division under Iowa Code Chapter 598 and inheritance claims under Iowa Code Chapter 633, to the fullest extent permitted under Iowa Code Chapter 596. The Parties expressly acknowledge that under § 596.5(2), spousal and child support cannot be waived and shall be determined by the court at dissolution.

20.5 Comprehensive Future Waiver: Each Party waives, to the fullest extent permitted under Iowa Code Chapter 596, 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. The Parties acknowledge that unconscionability remains a question of law under Iowa Code § 596.9 and cannot be waived by contract.

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

Party A initials _____

Party B initials _____

[Notary Seal]

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