

## LOUISIANA MATRIMONIAL AGREEMENT (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], and each Party has made full, fair, and complete disclosure to the other of their assets, liabilities, income, and financial circumstances – including compensation, equity, and ownership interests – as set forth in Exhibits A and B;

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

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

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

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

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### 1. DEFINITIONS

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

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

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 or divorce, referred to in Louisiana as "spousal support" or "alimony."

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## 2. SEPARATE PROPERTY

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

2.2 **Separate Property Regime Election:** The Parties hereby elect to establish a separate property regime and opt out of Louisiana's community property system pursuant to Louisiana Civil Code Article 2331. Each Party retains sole and exclusive ownership, control, and management of their separate property as defined in Section 1.1.

2.3 **No Community Property:** No community property shall exist between the Parties. All property acquired before or during marriage shall remain or become the separate property of the acquiring Party, except as expressly designated as Joint Property under Section 3 of this Agreement.

2.4 **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.

2.5 **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.

2.6 **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.

2.7 **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.

**2.8 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.

**2.9 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.

**2.10 Trust Asset Protection:** Assets held in irrevocable trusts established by either Party remain the settlor's separate property. The non-settlor spouse waives all rights to trust distributions, principal, remainder interests, beneficiary designations, and any claim that trust assets became marital property. This waiver applies to all domestic and foreign trusts, including discretionary, generation-skipping, and offshore asset protection trusts.

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### 3. JOINT PROPERTY

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

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

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

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

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

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

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

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

(a) Either Party may elect to purchase the other's proportional share at fair market value determined by: (i) mutual agreement; (ii) if no agreement within 30 days, the median of three valuations from the largest online real estate platforms by market share (currently Zillow, Redfin, and Realtor.com) on the same date; or (iii) if online values vary by >20% or are unavailable, the average of two certified appraisals (one per Party);

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

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

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

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**4. ALIMONY/SPOUSAL SUPPORT**

**4.1 General Waiver:** Both Parties waive all rights to final periodic spousal support, maintenance, or alimony, rehabilitative or permanent, except as provided in this Section 4. Any interim support paid during proceedings shall be credited dollar-for-dollar against the total final support obligation calculated under Sections 4.6 and 4.7, applied to monthly amount or duration at the payor's election. This credit reduces only the final support obligation and does not reduce or seek return of any interim support the court awards.

**4.2 Uniform Application:** The amounts and duration in this Section define the Parties' entire final periodic support obligation at every post-judgment stage. The Parties acknowledge that a court retains authority to award interim spousal support under La. C.C. art. 113; such interim support is fully credited against, but does not enlarge, the final obligation under this Section. To the maximum extent permitted, no final periodic support beyond Section 4 shall be awarded.

**4.3 Children of the Marriage Definition:** "Children of the Marriage" means only the biological children of both Parties (natural or IVF). It is used solely to calculate spousal support under this Section and does not affect child support or custody, which are reserved to the court. The Payor may request genetic testing (at the requesting Party's cost) to confirm parentage. If a child is not the biological child of both Parties, the count is corrected, support is recalculated going forward under Section 4.6, and the Recipient repays any resulting spousal-support overpayment.

**4.4 Employment Reduction:** Support reduces by 50% if the recipient has not obtained employment within 24 months of divorce. "Employment" means earning at least \$30,000 annually in gross income, verified by tax returns, W-2s, or equivalent documentation. Payor may request annual verification of recipient's employment status.

**4.5 Net Income Definition:** "Net income" means gross income minus federal income tax, state income tax, Social Security, and Medicare withholdings, excluding voluntary deductions. Net income is the three-year average of payor's annual income preceding divorce filing, but if the most recent year's income is lower due to involuntary job loss, disability, or business closure beyond payor's control, then it is the most recent year's net income, not the three-year average.

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

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

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

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

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

**4.8 Hardship Exception:** If strict application of Sections 4.6 and 4.7 (or Section 4.9, if applicable) would leave the recipient with total income below 100% of the Federal Poverty Level for their household size (including dependent children), support shall be increased only to reach that threshold.

**4.9 Reformed Formula Fallback:** If a court finds the support under Section 4.6 or 4.7 unenforceable or unconscionable, and only then, support shall instead be the following percentage of payor's net income, minus 50% of recipient's income, with duration of 30% of marriage length: 0-1 Child: 5%; 2-3 Children: 10%; 4+ Children: 15%. Sections 4.8, 4.10, and 4.13 apply equally to support under this Section.

**4.10 Income Floor:** No support payable if payor's gross annual income is below the greater of: (a) 75% of their gross income in the year prior to executing this Agreement, or (b) 250% of Federal Poverty Level for a single person (\$31,300 in 2025).

**4.11 Automatic Termination:** Support immediately ceases upon the earliest of: (a) Recipient's remarriage; (b) Recipient's cohabitation with another person for 60+ consecutive days while in a romantic relationship with, or holding themselves out as a couple with, that person; (c) Recipient's death; (d) Payor's death; or (e) expiration of the duration limit under Section 4.7.

**4.12 No Modification:** Neither party may seek modification except upon clear and convincing evidence that circumstances not reasonably foreseeable at execution would cause homelessness or inability to provide for basic needs. Both parties acknowledge as foreseeable: dissolution, workforce departures, income/employment changes, health issues, economic conditions, and childcare decisions.

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

- Marriages <15 years: 50%
- Marriages 15-25 years: 75%
- Marriages 25+ years: 100%

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

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## 5. LIFESTYLE CLAUSES

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

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**6. INHERITANCE AND ESTATE RIGHTS WAIVER**

**6.1 Complete Inheritance Waiver:** Each Party waives, to the maximum extent permitted, all rights to claim against the other's estate as a surviving spouse, including the marital portion (La. C.C. arts. 2432–2437), surviving-spouse usufruct, intestate succession rights (arts. 888–901), and homestead/spousal allowances. This waiver does not affect any forced-heirship right of a child, which belongs to the child and is not waived hereby. Each Party may inherit only if named in a testament or trust executed after this Agreement.

**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 spousal survivor rights cannot be waived before marriage and can be waived only by the participant's spouse on the plan's forms after marriage. Each Party agrees to execute any such spousal consent or beneficiary waiver within thirty (30) days of the other's written request. Failure to do so is a material breach entitling the requesting Party to specific performance, liquidated damages of \$25,000, 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, whether foreseeable or unforeseeable, shall not modify, invalidate, or excuse performance under this Agreement unless modified in compliance with all requirements of Section 17 (Modification and Finality).

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

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## 8. DISPUTE RESOLUTION AND ATTORNEY FEES

**8.1 Mandatory Mediation:** Any dispute arising under this Agreement must first be submitted to mediation with a qualified family law mediator. Both Parties must participate in good faith for at least three (3) full sessions over a minimum of 60 days. Mediation costs shall be allocated as follows: (a) Successful Mediation: If a written settlement agreement signed by both Parties resolves all disputed issues, the higher-earning Party at time of mediation shall pay all mediation costs up to the lesser of (i) 2% of that Party's gross annual income, or (ii) \$10,000; (b) Unsuccessful Mediation: If no complete resolution is reached, both Parties shall share all mediation costs equally.

**8.2 Extended Mediation Cost-Sharing:** For mediation continuing beyond 60 days, costs shall be shared equally regardless of outcome.

**8.3 Optional Arbitration:** Either Party may terminate mediation and elect binding arbitration with 30 days' written notice after the initial 60-day period. Arbitration shall be conducted by a single arbitrator selected from AAA's family law panel, in the city where marital residence was established, with judgment final and non-appealable except for fraud or arbitrator misconduct. The arbitrator shall strictly apply this Agreement's terms without equitable modification.

**8.4 Arbitration Costs:** The Parties shall initially share arbitration costs equally. The arbitrator may reallocate costs based on the reasonableness of each Party's position and conduct during the proceedings.

**8.5 Legal Representation Fund:** If either Party lacks sufficient resources to retain competent counsel for any proceedings related to this Agreement, including mediation,

arbitration, or court litigation, the higher-earning Party at time of request shall advance reasonable attorney fees up to the lesser of (i) 4% of that Party's gross annual income, or (ii) \$50,000, total across all proceedings to ensure adequate representation. Advanced fees shall be: (a) Reimbursed from any award or settlement received by the represented Party, or in full if the represented Party loses on all material issues per Section 8.7; or (b) Forgiven if no recovery occurs or if reimbursement would cause financial hardship. This cap represents the maximum obligation for legal representation assistance regardless of the number or type of proceedings.

**8.6 Court Litigation - Limited Circumstances:** Court proceedings are permitted only to: (a) Compel participation in mediation or arbitration; (b) Enforce an arbitration award; (c) Seek emergency relief where irreparable harm would occur.

**8.7 Frivolous Challenge Penalty:** A Party who challenges this Agreement's validity in court and loses on all material issues shall reimburse the other Party's reasonable attorney fees and costs, provided such reimbursement would not render this Agreement unconscionable.

**8.8 Prevailing Party Attorney Fees:** In mediation, arbitration, or permitted court proceedings, the prevailing Party may recover reasonable attorney fees and costs, subject to the arbitrator's or court's discretion based on the relative merits of each Party's position and financial circumstances.

**8.9 Waiver of Jury Trial:** Both Parties waive their right to a jury trial for any dispute relating to this Agreement.

**8.10 Settlement Incentives:** Any dispute resolved within 30 days of initial filing pays no attorney fees to either party. Either party may request one 30-day suspension of proceedings for reflection and consultation.

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

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## 9. LANGUAGE COMPREHENSION

**9.1 English Language Agreement:** This Agreement is written in English. Each Party acknowledges they have read, understood, and voluntarily agreed to all terms herein.

**9.2 Non-Native Speaker Protections:** Any Party whose native language is not English represents that they have: (a) Sufficient English proficiency to understand this Agreement's terms and legal consequences; or (b) Consulted with a qualified attorney

or certified translator fluent in their native language who explained this Agreement's terms and implications.

**9.3 Waiver of Language Claims:** Each Party irrevocably waives any future claim that they: (a) Did not understand this Agreement due to language barriers; (b) Were denied adequate opportunity to obtain translation or native-language legal counsel; (c) Signed this Agreement without full comprehension of its terms or consequences.

**9.4 Translation Available:** 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.

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## 10. PRIVACY AND CONFIDENTIALITY

**10.1 Confidentiality Obligations:** The Parties agree to maintain strict confidentiality regarding: (a) the existence, terms, and contents of this Agreement; (b) private communications, conversations, and personal matters; (c) financial information; (d) personal photographs, videos, or recordings; (e) medical, mental health, or counseling information; (f) family relationships, personal struggles, or embarrassing incidents; and (g) children's private matters by: limiting online sharing to private family/friend settings not publicly searchable; avoiding embarrassing or exploitative content; prohibiting use of children's images or information for personal gain, business promotion, or social media influence; and prioritizing children's long-term dignity and privacy interests over parental sharing preferences.

**10.2 Respectful Communication:** During and after marriage, both Parties shall speak respectfully about each other, refrain from disparaging statements, avoid sharing private marital details publicly or on social media, and maintain dignified communication.

**10.3 Commercial Exploitation Prohibition:** Neither Party may commercially exploit the other's name, image, likeness, or reputation through: (a) selling or licensing photographs, videos, or recordings; (b) publishing books, articles, or monetizing interviews about the marriage; (c) participating in tell-all media; or (d) interfering with professional relationships.

**10.4 Enforcement and Remedies:** A violation 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.

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## 11. FINANCIAL DISCLOSURE AND DISCOVERY WAIVER

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

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

11.3 **Discovery Waiver:** The Parties agree to limit discovery in any proceeding concerning this Agreement to what a court finds necessary for due process on claims of fraud, duress, or incapacity in its execution. This is a limitation, not a waiver of constitutionally required process.

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## 12. COMPREHENSIVE FINANCIAL DISCLOSURE WAIVER

12.1 **Knowing and Voluntary Waiver:** Each Party expressly, knowingly, and voluntarily waives all disclosure rights under Louisiana law and any other legal principle.

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:** Louisiana law does not require financial disclosure for a matrimonial agreement's validity. This waiver is provided as additional protection and operates independently of the Exhibit A and B schedules.

12.4 **Voluntary Relinquishment:** Each Party acknowledges they could have demanded complete disclosure and verification but voluntarily chose not to exercise these rights and relinquish any right to claim inadequate disclosure.

12.5 **Irrevocable Future Claims Waiver:** Both Parties irrevocably waive claims of: (a) Inadequate disclosure; (b) Unconscionability based on financial surprise; (c) Lack of investigation opportunity; (d) Insufficient review time.

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

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### 13. OPTIONAL PRE-MARRIAGE ASSET UPDATE

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

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

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

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### 14. ASSET CHANGES AND CONTINUED VALIDITY

**14.1 Primary Enforceability:** This Agreement remains valid regardless of post-execution changes in assets, income, or net worth, whether disclosed or undisclosed.

**14.2 Challenge Waiver:** Each party waives challenges based on post-execution asset changes, market fluctuations, or failure to disclose changes.

**14.3 Time-Independent Validity:** Enforceability does not depend on changes in the Parties' assets or finances after execution, or on compliance with the optional update in Section 13. This does not affect the requirement that the Agreement be executed before marriage under Sections 19.1, 20.5, and 21.2, which is mandatory.

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### 15. INDEPENDENT LEGAL COUNSEL

**15.1 Opportunity for Counsel:** Each Party acknowledges they have had the opportunity to consult with independent legal counsel of their choice regarding the terms and effects of this Agreement.

**15.2 Voluntary Execution:** Each Party enters into this Agreement voluntarily, without coercion, duress, or undue influence, after adequate time for review and consultation.

**15.3 Waiver of Counsel:** If either Party chose not to retain counsel, such waiver was made voluntarily in writing with full understanding of the rights being relinquished (attached as an Exhibit, if applicable).

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## **16. GOVERNING LAW AND ENFORCEABILITY**

**16.1 Louisiana Law:** This Agreement is governed by Louisiana Civil Code Article 2331 and related provisions as of the execution date, regardless of the Parties' subsequent domicile or asset location. Future law amendments reducing enforceability shall not apply retroactively unless explicitly mandated by the Louisiana Legislature.

**16.2 Jurisdiction:** Each Party submits to Louisiana state court jurisdiction for any action involving this Agreement. Venue is proper in the parish where either Party resides at filing. Each Party waives forum non conveniens objections. Either Party may alternatively enforce this Agreement in jurisdictions providing equal or stronger matrimonial agreement protections than Louisiana, but only if Louisiana enforcement is impractical.

**16.3 Law Selection:** Neither Party may invoke other jurisdictions' laws to weaken this Agreement's enforcement or obtain greater rights than provided herein. Other laws may only be invoked to strengthen enforcement beyond Louisiana standards.

**16.4 Validity:** This Agreement is presumed valid absent clear and convincing evidence of: (a) failure to comply with Louisiana Civil Code Article 2331 execution requirements; (b) fraud; (c) duress; or (d) mental incapacity at execution.

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## **17. MODIFICATION AND FINALITY**

**17.1 Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

**17.2 Modification Requirements:** This Agreement may only be amended or modified by a written instrument that (a) is presented in final form to the other Party at least thirty (30) days before execution; (b) is signed by both Parties before a notary public; and (c) is accompanied by written acknowledgment from each Party's independent counsel confirming review of the modification and the client's understanding of its terms and legal effect.

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

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## 18. SEVERABILITY

**18.1 Severance of Invalid Provisions:** If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be automatically severed, and the remainder of this Agreement shall remain in full force and effect.

**18.2 Replacement Provision:** A severed provision shall not be replaced by any term granting greater rights than the severed provision; the remaining provisions are enforced as written, consistent with the Parties' intent that invalid terms be severed rather than reformed against either Party.

**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.

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## 19. EFFECTIVE DATE AND TIMING

**19.1 Effective Date:** This Agreement shall become effective immediately upon the marriage of the Parties.

**19.2 Ideal Timeline:** Sign the premarital agreement before proposing, then update disclosures 30-90 days before the wedding. This ensures informed engagement decisions, keeps legal matters separate from wedding planning, and is legally preferred.

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

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

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## 20. LOUISIANA-SPECIFIC 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:** 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 Independent Legal Counsel:** Each Party confirms they were advised to obtain independent legal counsel and provided sufficient time for consultation.

**20.4 Separate Property Regime Election:** By executing this Agreement, the Parties elect a separate property regime and opt out of Louisiana's community property system (La. Civ. Code Arts. 2325-2369.6). Each Party acknowledges that without this Agreement, most property acquired during marriage would be community property owned equally by both spouses.

**20.5 Louisiana Execution Requirements:** Each Party acknowledges that Louisiana Civil Code Article 2331 requires this Agreement to be executed before marriage as either: (a) an authentic act (notary + two witnesses); or (b) a private signature duly acknowledged before a notary. Post-marriage execution renders this Agreement void.

**20.6 Interim Support Cannot Be Waived:** The Parties acknowledge that Louisiana Civil Code Article 113 prohibits waiver of interim spousal support during divorce proceedings. Section 4 governs only final periodic support awarded after divorce.

**20.7 Maximum Statutory Waiver:** Each Party understands they are waiving all statutory rights to property division, spousal support, inheritance claims, and other marital rights to the fullest extent permitted under Louisiana Civil Code Article 2331 and related provisions.

**20.8 Comprehensive Future Waiver:** Each Party waives future claims of lack of understanding, inadequate disclosure, or unfairness, to the extent permitted by law. This does not waive the right to challenge this Agreement for fraud, duress, incapacity, or failure to meet La. C.C. art. 2331 execution requirements, which cannot be waived.

**20.9 Parish Recording:** To affect immovable property (real estate), this Agreement must be filed in the conveyance records of the parish where such property is located.

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## 21. EXECUTION AND ACKNOWLEDGMENT

**21.1 Louisiana Formal Requirements:** This Matrimonial Agreement shall be executed in compliance with Louisiana Civil Code Article 2331 as an authentic act – signed by both Parties in the presence of a notary public and two witnesses.

**21.2 Pre-Marriage Execution Requirement:** All signatures and notarizations MUST be completed BEFORE the marriage ceremony. Any signature or notarization occurring after marriage renders this Agreement void under Louisiana law.

**21.3 Recording Requirement:** To affect immovable property (real estate), this Agreement must be filed in the conveyance records of the parish where such property is located.

**21.4 EXECUTION**

IN WITNESS WHEREOF, the Parties execute this Matrimonial Agreement as an authentic act, freely and voluntarily, prior to and in contemplation of their marriage.

STATE OF LOUISIANA

Parish of \_\_\_\_\_

Before me, the undersigned Notary Public, and in the presence of the two undersigned witnesses, personally appeared [Party A Name] and [Party B Name], who declared that they have read this Agreement, understand its terms and the rights being waived, had the opportunity to consult independent counsel, and sign it voluntarily before their marriage.

THUS DONE AND SIGNED at \_\_\_\_\_, Louisiana,

on this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_.

**1 – PARTIES**

Party A Signature \_\_\_\_\_

Party A Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Party B Signature \_\_\_\_\_

Party B Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**2 – WITNESSES** (two required; a witness may not also be the Notary)

Witness 1 Signature \_\_\_\_\_

Witness 1 Printed Name \_\_\_\_\_

Witness 2 Signature \_\_\_\_\_

Witness 2 Printed Name \_\_\_\_\_

**3 – NOTARY PUBLIC** (may be an attorney of record, if commissioned)

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

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

Notary Signature \_\_\_\_\_

Notary Printed Name \_\_\_\_\_

Commission No. \_\_\_\_\_ Expires \_\_\_\_\_

Louisiana Bar Roll No. (if attorney) \_\_\_\_\_

**4 – ATTORNEYS** (optional; complete for each party who had independent counsel)

Each undersigned attorney certifies that they are independent counsel separately retained by their client; that they reviewed this Agreement in full with their client and explained its legal implications and the community property and other Louisiana Civil Code rights being waived; that they answered their client's questions; that their client had adequate time to review it before the marriage and appeared to have full capacity, free of duress, coercion, or undue influence; and that their client signed knowingly, voluntarily, and in the attorney's presence before the marriage.

Counsel for Party A – Signature \_\_\_\_\_

Counsel for Party A – Printed Name \_\_\_\_\_

Louisiana Bar Roll No. \_\_\_\_\_

Counsel for Party B – Signature \_\_\_\_\_

Counsel for Party B – Printed Name \_\_\_\_\_

Louisiana Bar Roll No. \_\_\_\_\_

**FILING:** Record the original in the conveyance records of each parish where immovable property is owned (La. C.C. art. 2332). Each party retains a copy.

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