

MASSACHUSETTS PRENUPTIAL AGREEMENT

This Premarital Agreement ("Agreement") is entered into on [Date], by and between:

Party A [woman], residing at [Address], and

Party B [man], residing at [Address],

collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Parties contemplate marriage and desire to define their respective rights and obligations regarding property, income, debts, and other financial matters arising during marriage or upon its dissolution;

WHEREAS, Party A is employed by [Employer] as [Title] and Party B is employed by [Employer] as [Title], and each Party has made full, fair, and complete disclosure of their 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 and 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 and 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 Massachusetts 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 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 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. This provision is authorized under M.G.L. c. 209, § 25, which permits parties to designate property rights by written contract before marriage. 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 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.

(d) Both Parties acknowledge and agree that this proportional division supersedes any claim based on non-financial contributions to the marriage, including homemaking, childcare, or career sacrifices. The Parties intend for jointly-titled property to be divided solely based on documented financial contributions as set forth in this section, so that both Parties recover what they financially contribute, without providing a financial incentive for dissolution.

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 alimony, spousal support, or maintenance – whether temporary, rehabilitative, or permanent – except as specifically calculated under this Section 4. The Parties intend the support provisions in this Section to constitute the exclusive spousal support obligation between them, superseding any statutory formula or guideline.

4.2 Application Across Proceedings. Support terms in this Section apply at all stages of proceedings (temporary, pendente lite, interim, final, post-judgment). No court shall award support exceeding the amounts calculated under this Section. If a court awards temporary support exceeding the amounts provided herein during any challenge to the validity of this Agreement, and this Agreement is subsequently upheld, the excess shall be credited against future support obligations or reimbursed to the payor within 60 days of final judgment.

4.3 Children of the Marriage. "Children of the Marriage" means only biological children of both Parties, whether conceived naturally or through assisted reproduction. Payor may request genetic testing to verify biological parentage at any time, with costs borne by the requesting party. A verified finding of non-paternity immediately terminates all support obligations attributable to that child and adjusts the support tier accordingly.

4.4 Employment Reduction: Support reduces by 25% 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. This reduction does not apply if the recipient is the primary caregiver for a Child of the Marriage under age 4.

4.5 Net Income Definition: "Net income" means gross income minus federal income tax, state income tax, Social Security, and Medicare withholdings for the most recent full calendar year, excluding voluntary deductions, elective deferrals, and non-cash compensation. "Gross income" has the meaning set forth in M.G.L. c. 208, § 53.

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: 8% of payor's net income
- 1 Child: 10% of payor's net income
- 2 Children: 12% of payor's net income
- 3 Children: 14% of payor's net income
- 4 Children: 16% of payor's net income
- 5 Children: 18% of payor's net income
- 6+ Children: 20% of payor's net income

Support Floor: If calculated support would leave recipient's total annual income below the applicable Federal Poverty Level threshold, support shall be increased to that threshold, subject to the Support Cap: (a) no Children of the Marriage residing primarily with recipient: 150% FPL for recipient's household size; (b) one or more such children: 200% FPL for recipient's household size.

Support Cap: Annual support shall not exceed 300% of the Federal Poverty Level for recipient's household size (including dependent children residing primarily with recipient). The Parties agree that support at or above this level provides sufficient property and maintenance under the conscionability standard of *DeMatteo v. DeMatteo*, 436 Mass. 18 (2002).

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: 20% of marriage length
- 5 to <10 years: 25% of marriage length
- 10 to <15 years: 30% of marriage length
- 15 to <20 years: 35% of marriage length
- 20 to <25 years: 40% of marriage length
- 25+ years: 45% of marriage length

4.8 Reformed Formula Fallback: If any court of competent jurisdiction determines that the support calculation under Section 4.6, the duration under Section 4.7, or both, would be unconscionable at the time of enforcement under the second-look standard of *DeMatteo v. DeMatteo*, 436 Mass. 18 (2002), the court shall reform — not void — the applicable provision to the minimum extent necessary to achieve conscionability, using the following as a reformed ceiling. Duration shall be 50% of marriage length.

- 0-1 Child: 15% of payor's net income
- 2-3 Children: 20% of payor's net income
- 4+ Children: 25% of payor's net income

4.9 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.

4.10 Automatic Termination: Support immediately and permanently ceases upon the earliest of: (a) recipient's remarriage; (b) recipient's cohabitation with a romantic partner for 90 or more consecutive days, consistent with M.G.L. c. 208, § 49(d); (c) death of either Party; (d) expiration of the applicable duration limit under Section 4.7 or 4.8; or (e) the payor reaching full retirement age as defined by the Social Security Act.

4.11 Modification Standard. The Parties acknowledge that Massachusetts courts retain authority to review this Agreement for conscionability at the time of enforcement under *DeMatteo v. DeMatteo*, 436 Mass. 18 (2002). Subject to that review, neither Party may seek modification of support except upon clear and convincing evidence that circumstances not reasonably foreseeable at execution would, absent modification, render the recipient unable to meet basic living expenses. Both Parties acknowledge the following as foreseeable at execution: dissolution of the marriage, voluntary or involuntary workforce departures, changes in income or employment, general health changes, economic conditions, childcare decisions, and relocation.

4.12 Lifetime Support Cap: Total lifetime support shall not exceed payor's net income multiplied by:

- Marriages <15 years: 75%
- Marriages 15-25 years: 150%
- Marriages 25+ years: 200%

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

5.4 Fidelity: Each Party values the mutual expectation of fidelity and ongoing intimacy as foundational to a happy and long-lived marriage.

6. INHERITANCE AND ESTATE RIGHTS WAIVER

6.1 Complete Inheritance Waiver: Each Party waives all rights to inherit from the other's estate, including: (a) elective share rights under M.G.L. c. 190B, §§ 2-201 et seq. and M.G.L. c. 191, § 15; (b) homestead allowances; (c) family allowances; (d) exempt property; and (e) all other statutory inheritance rights under Massachusetts law. Each Party acknowledges this waiver is made knowingly and voluntarily with the advice of independent counsel.

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.

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 in accordance with M.G.L. c. 251, §§ 1-19 (Massachusetts Arbitration Act) 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.

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.

9.5 Massachusetts Language Requirements: This section complies with Massachusetts requirements that parties fully understand the terms and legal effect of prenuptial agreements as set forth in *DeMatteo v. DeMatteo*, 436 Mass. 18 (2002).

10. PRIVACY AND CONFIDENTIALITY

10.1 Confidentiality: The Parties agree to maintain confidentiality regarding: (a) private communications and personal matters; (b) financial information; (c) photographs, videos, and recordings; (d) medical and mental health information; (e) embarrassing or intimate matters; (f) children's information and images.

10.2 Public Conduct: Both Parties shall refrain from disparaging statements, avoid publicly sharing intimate marital details, and maintain respectful communication.

10.3 Commercial Exploitation Prohibited: Neither Party shall commercially exploit the other's name, image, likeness, or reputation through: (a) selling or licensing content; (b) publishing books, articles, or paid interviews about the marriage; (c) tell-all media participation; (d) using children's images for commercial gain.

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 **Exceptions:** Permitted disclosures: court orders, legal proceedings, communications with counsel/therapists, reporting abuse or criminal activity, or responses to false public statements. 10.6 **Survival:** All obligations survive marriage termination indefinitely.

11. FINANCIAL DISCLOSURE AND DISCOVERY WAIVER

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

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

11.3 **Discovery Waiver:** The parties waive all discovery rights to the fullest extent permitted by law. Any discovery shall be limited solely to that which a court determines is constitutionally required for due process, and only upon a specific judicial finding that such discovery is necessary to avoid denial of a fair hearing on claims of fraud, duress, or incapacity in the execution of this Agreement.

12. ALTERNATIVE ENFORCEABILITY BASIS

12.1 **Basis for Enforcement:** This Agreement is enforceable based on the complete financial disclosures provided in Section 11 and Exhibits A and B, which satisfy the fair disclosure requirements of *Rosenberg v. Lipnick*, 377 Mass. 666 (1979) and *DeMatteo v. DeMatteo*, 436 Mass. 18 (2002). Each Party has been fully informed of the other's worth and has entered into this Agreement in reliance on those disclosures.

12.2 **Disclosure Waiver:** To the extent Section 11 disclosures are deemed inadequate, each Party expressly, knowingly, and voluntarily waives the right to complete financial disclosure under M.G.L. c. 209, § 25 and *DeMatteo v. DeMatteo*, 436 Mass. 18 (2002). Each Party acknowledges that: (a) they could have demanded complete verification and investigation of the other's assets; (b) they voluntarily chose not to exercise these rights; (c) they had independent legal counsel advising them of this waiver's significance; and (d) they are entering this Agreement in reliance on their own judgment rather than complete disclosure.

12.3 **Independent Enforceability:** If either basis alone proves insufficient, the other basis provides independent grounds for enforceability.

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 Massachusetts Law: This Agreement is governed by Massachusetts law as of execution date, including M.G.L. c. 209, §§ 25–26 and the common-law framework established in *DeMatteo v. DeMatteo*, 436 Mass. 18 (2002), regardless of domicile or asset location. Future law amendments reducing enforceability shall not apply retroactively.

16.2 Jurisdiction: Each Party submits to Massachusetts jurisdiction and waives forum non conveniens defenses. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger prenuptial protections than Massachusetts. Any Party may appeal or seek to vacate any judgment inconsistent with this Agreement's enforceable provisions.

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

16.4 Validity: This Agreement is presumed valid absent clear and convincing evidence of statutory violation. Neither Party may initiate proceedings in jurisdictions with weaker prenuptial enforcement than Massachusetts.

17. MODIFICATION AND FINALITY

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

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

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

18. SEVERABILITY

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

18.2 Replacement Provision: Any severed provision shall be reformed to nearest valid equivalent reflecting the original intent of the Parties.

18.3 Intent: The Parties expressly intend that invalid provisions be severed rather than invalidating the entire Agreement, even if the invalid provision goes to the essence of this Agreement.

19. EFFECTIVE DATE AND TIMING

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

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

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

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

19.5 Recording: Within 90 days of the marriage, or before the marriage if practicable, the Parties shall record this Agreement and the schedule of affected property with the Registry of Deeds for the county where the husband resides (or the wife's county if the husband is not a Massachusetts resident), and in every county where real property affected by this Agreement is located, as required by M.G.L. c. 209, § 26. Failure to record does not affect enforceability between the Parties but renders the Agreement void as to third parties. Each Party shall cooperate in executing any documents necessary for recording, including notarization.

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 with reasonable opportunity for verification, and are entering this Agreement in reliance on those disclosures as set forth in Sections 11 and 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 under M.G.L. c. 208, § 34, spousal support, inheritance claims, and any other marital rights to the fullest extent permitted under M.G.L. c. 209, §§ 25–26 and the common-law framework of DeMatteo v. DeMatteo, 436 Mass. 18 (2002).

20.5 Waiver of Challenges: Each Party irrevocably waives any future claim of: (a) lack of understanding; (b) inadequate disclosure; (c) duress, coercion, or undue influence; (d) retention of rights beyond those expressly preserved herein; or (e) any other challenge to this Agreement's validity or enforceability, except that this waiver does not limit a court's authority to review this Agreement for conscionability at the time of enforcement under DeMatteo v. DeMatteo, 436 Mass. 18 (2002).

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:

1. I am independent counsel, separately retained by Party A, and do not represent Party B.
2. I have reviewed this Agreement in full with my client and explained its legal implications and consequences, including the marital, statutory, and common-law rights being waived.
3. I have answered all of my client's questions.

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