

MINNESOTA 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 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 to retain independent legal counsel, has had adequate opportunity to do so, has carefully read and reviewed this Agreement, understands its terms and legal effect, and enters into it voluntarily and without coercion, duress, or undue influence, believing it fair and reasonable under the circumstances;

WHEREAS, this Agreement is executed at least seven (7) days before the Parties' marriage ceremony, in compliance with Minnesota Statutes § 519.11, and the Parties acknowledge that agreements executed less than seven days before marriage are not presumed enforceable under Minnesota law;

WHEREAS, the Parties desire that this Agreement be governed by the laws of Minnesota 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

Party A initials _____

1

Party B initials _____

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 and all income, profits, distributions, and appreciation therefrom remain separate property, representing the Parties' agreement to classify such income as separate property under Minnesota Statutes § 519.11. Non-owner spouse acquires no ownership or marital property interest absent documented capital contributions or legal co-ownership.

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

3. JOINT PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

4. ALIMONY/SPOUSAL SUPPORT

4.1 Limited Waiver: Both Parties acknowledge Minnesota Statutes § 518.552 governs spousal maintenance. The Parties agree to limit maintenance to amounts and durations below statutory presumptions, representing a limitation rather than elimination of maintenance rights, consistent with § 519.11, Subd. 1c(b).

4.2 Temporary Support and Crediting: Nothing in this Agreement limits a Party's statutory right to temporary maintenance during the pendency of a dissolution proceeding under § 518.131. All temporary support paid shall be credited against the Section 4.13 lifetime cap, and if this Agreement is upheld, any temporary support exceeding the amounts due under this Section 4 shall be reimbursed within 90 days of final judgment or offset against future payments.

4.3 Children of the Marriage: "Children of the Marriage" means biological children of both Parties (whether conceived naturally or through assisted reproduction) and any children legally adopted by both Parties during the marriage. Either Party may request genetic testing of any Child of the Marriage at the requesting Party's expense. If a child is not the biological child of both Parties and was not jointly adopted, the support multiplier in Section 4.6 shall be recalculated excluding that child, prospectively from the date of verified results. Child support obligations under Chapter 518A are unaffected.

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.

4.5 Net Income Definition: Gross income minus federal income tax, state income tax, Social Security tax, and Medicare tax (excluding voluntary deductions such as retirement contributions, health insurance premiums, or flexible spending). Calculated as the three-year average preceding the date of filing, except if the most recent year is lower due to involuntary job loss, disability, or business closure, then the most recent year applies.

4.6 Support Calculation: Monthly support equals the following percentage of payor's net income, minus 50% of recipient's net income, based on the number of Children of the Marriage:

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

Maximum: \$3,000 per month, adjusted annually by CPI-U from the date of this Agreement.

Child support and child custody are unaffected and handled separately by a family law court.

4.7 Duration Limits: Support duration shall be calculated as a percentage of marriage length. "Marriage length" means the period from the date of marriage to the date of commencement of the dissolution action (filing date); if no action is filed, the date the Parties cease residing together as spouses:

- Less than 5 years: 0% (no support)
- 5 to <10 years: 10% of marriage length
- 10 to <15 years: 15% of marriage length
- 15 to <20 years: 20% of marriage length
- 20 to <25 years: 25% of marriage length
- 25+ years: 30% of marriage length

4.8 Hardship Exception: If strict application of Sections 4.6 and 4.7 would leave the recipient with total household income (including all sources) below 150% of the Federal Poverty Level for their household size (including dependent Children of the Marriage), support shall be increased to achieve that threshold, but shall not exceed the amounts otherwise calculated under this Section 4 by more than 50%.

4.9 Reformed Formula Fallback: If any support calculation under Sections 4.6 or 4.7 is deemed unconscionable by a court, it shall be reformed to the following percentages of payor's net income, minus 50% of recipient's income. Duration shall be 40% of marriage length.

- 0-1 Child: 8% of payor's net income
- 2-3 Children: 12% of payor's net income
- 4+ Children: 16% of payor's net income

Maximum: \$4,500 per month, adjusted annually by CPI-U from the date of this Agreement. This reformed formula constitutes the Parties' agreed outer boundary and shall be applied in lieu of statutory guidelines.

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

4.11 Automatic Termination: Maintenance ceases upon earliest of: (a) recipient's remarriage; (b) recipient's cohabitation with another adult in a romantic relationship involving shared financial or domestic responsibilities for 60+ consecutive days, subject to § 518.552, Subd. 6 evaluation factors — a motion based on cohabitation may not be brought within one year of entry of the dissolution decree unless both Parties agree otherwise in writing or a court finds extreme hardship under Subd. 6(c); (c) death of either Party; (d) duration expiration.

4.12 Limited Modification: Modification of this Section 4 is expressly limited under § 518.552, Subd. 5. Modification requires clear and convincing evidence that unforeseeable circumstances would cause inability to meet basic subsistence needs. The following are foreseeable: dissolution, workforce departures, income changes, health conditions, economic conditions, and childcare decisions. Any court-ordered modification shall not exceed the Reformed Formula in Section 4.9.

4.13 Support Cap: Total lifetime support (including temporary support credited under Section 4.2) shall not exceed the lesser of: (a) the amounts calculated under Sections 4.7 and 4.8; or (b) payor's average annual net income multiplied by:

- Marriages <15 years: 100%
- Marriages 15-25 years: 150%
- Marriages 25+ years: 200%

4.14 Post-Filing Income: Maintenance shall not be modified based on increases in payor's income after filing — including promotions, bonuses, business growth, investment returns, inheritances, or new employment. Post-filing decreases are addressed solely through Section 4.12.

4.15 Public Assistance Override: If the recipient would qualify for means-tested public assistance absent maintenance, the court may override this Section 4 to the minimum extent necessary to prevent eligibility. Amounts awarded under this override count toward the Section 4.13 lifetime cap.

5. LIFESTYLE CLAUSES

[these clauses are not legally enforceable, but a good place to lay out the aspirations of your marriage. Below are a few ideas of what you can include, modify as you see fit]

The Parties acknowledge the clauses in this section represent the goals, reason, and purpose of their marriage. Through these clauses they seek to align their interests to build a more successful, productive, and ideal union.

5.1 Shared Responsibilities: The Parties commit to building a successful family through equal overall contributions. Family responsibilities typically divide into financial and domestic domains. Each Party may lead in one domain (60-70%) while supporting in the other (30-40%), creating a reciprocal balance and shared benefit. For example, one party may contribute 60-70% financially and 30-40% to domestic responsibilities. The other party may contribute 30-40% financially and 60-70% domestically.

5.2 Workforce Commitment: Both Parties value financial independence and shared economic contribution. During marriage, the Parties aspire to maintain workforce participation while accommodating for any childcare-related career breaks.

Both Parties recognize that maintaining career skills strengthens long-term family financial security. This reflects shared values about economic partnership and mutual responsibility.

5.3 Conflict Resolution and Family Preservation:

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

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 rights under Minnesota Statutes § 524.2-202 (elective share), § 524.2-402 (homestead allowance), § 524.2-403 (exempt property), § 524.2-404 (family allowance), and all other statutory inheritance rights under Minnesota 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: If the Parties establish domicile outside Minnesota, they agree to re-execute any inheritance waivers required by the new domicile's law within 90 days of establishing residency.

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 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.

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.

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. Disclosures also include the basis for valuations including account statements, recent appraisals, tax returns, and business financial statements, in compliance with Minnesota Statutes § 519.11.

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. DISCLOSURE ACKNOWLEDGMENT AND ESTOPPEL

12.1 Disclosure Provided: Each Party has provided full and fair disclosure in compliance with § 519.11, Subd. 1b(a), including all material facts of income, good-faith property

valuations, and the basis for those estimates. The right to disclosure under § 519.11 cannot be waived and has not been waived.

12.2 Specific Acknowledgment: Each Party represents, as an admission against interest, that they received the other's complete disclosures (Exhibits A and B) with adequate time for review, reviewed them with independent counsel, had full opportunity to request additional documents and conduct independent verification, and are satisfied disclosure was full, fair, and complete.

12.3 Estoppel: Each Party is estopped from claiming the other's disclosures were inadequate except upon clear and convincing evidence of intentional fraud – meaning deliberate concealment or material misrepresentation of an asset, liability, or income source existing at execution. Valuation disagreements, negligent omissions, and post-execution changes do not constitute fraud.

12.4 Independent Enforceability: If a court finds any disclosure inadequate despite this Section, only provisions directly affected by the inadequacy shall be severed; the remainder shall be enforced under Section 18.

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 **Minnesota Law:** This Agreement is governed by Minnesota law as of execution, including Minnesota Statutes § 519.11, Minnesota Statutes § 518.552, McKee-Johnson v. Johnson, 444 N.W.2d 259 (Minn. 1989), and Kremer v. Kremer, 912 N.W.2d 617 (Minn. 2018), regardless of domicile or asset location at time of enforcement. This Agreement shall be reviewed for substantive fairness both at execution and at enforcement under Minnesota's dual review standard.

16.2 **Jurisdiction:** Each Party submits to Minnesota jurisdiction and waives forum non conveniens defenses. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger prenuptial protections than Minnesota.

16.3 **Law Selection:** The Parties intend Minnesota law to govern this Agreement's interpretation and enforcement. If a court applies the law of another jurisdiction, it shall apply whichever law provides stronger prenuptial enforcement.

16.4 **Validity:** This Agreement is presumed enforceable under § 519.11, Subd. 1b(c), and the Party challenging validity bears the burden of proof, provided this Agreement was executed at least seven days before the marriage. Neither Party may initiate proceedings in jurisdictions with weaker prenuptial enforcement than Minnesota.

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 valid postnuptial agreement under § 519.11, Subd. 1d, executed as 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 in the presence of two witnesses and acknowledged before a notary public; (c) is executed while each Party is represented by separate legal counsel; and (d) is accompanied by written acknowledgment from each Party's 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 Mandatory Seven-Day Requirement: This Agreement MUST be executed at least seven (7) days before the marriage ceremony to obtain the presumption of enforceability under Minnesota Statutes § 519.11. Agreements signed less than seven days before marriage are not presumed enforceable, and the party seeking enforcement bears the burden of proof.

19.3 Ideal Timeline: Sign the premarital agreement before proposing, then update disclosures 30-60 days before the wedding. This ensures informed engagement decisions, keeps legal matters separate from wedding planning, and is legally preferred.

19.4 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.

19.5 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 with reasonable opportunity for verification, as detailed 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 limiting (not eliminating) statutory rights to spousal maintenance under Minnesota Statutes § 518.552, waiving property division rights beyond those specified in Sections 2-3, waiving inheritance rights under Minnesota Statutes Chapter 524, and waiving other marital rights to the fullest extent permitted under Minnesota Statutes § 519.11 and Minnesota case law.

20.5 Comprehensive Future Waiver: Each Party represents, as an admission against interest, that they received complete financial disclosures with adequate review time, consulted independent counsel who explained all rights being limited, executed this Agreement free from threats or impairment, understand every provision, believe it fair and reasonable, and intend these representations to be relied upon in any future proceeding.

21. MINNESOTA-SPECIFIC REQUIREMENTS

21.1 Witness and Notarization: This Agreement complies with Minnesota Statutes § 519.11, which requires: (a) written form; (b) signatures of both Parties; (c) two witness

signatures; (d) notarization; and (e) execution at least seven days before marriage for presumption of enforceability.

21.2 Substantive Fairness: The Parties acknowledge this Agreement will be reviewed for substantive fairness at both execution and enforcement. The Parties represent this Agreement is not unconscionable at execution and reasonably anticipate circumstances under which it would remain substantively fair at enforcement.

21.3 Changed Circumstances: The Parties acknowledge Minnesota courts may refuse enforcement if circumstances change so drastically that enforcement would be unconscionable or would not match the Parties' reasonable expectations at execution.

21.4 Voluntary Execution: Each Party affirms execution is free from duress, coercion, or undue influence, with particular acknowledgment that execution at least seven days before marriage provides adequate time for reflection and consultation.

22. 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]

WITNESS SIGNATURES (REQUIRED UNDER MINNESOTA LAW)

Witness 1: _____

Date: _____ Printed Name: _____

Address: _____

Witness 2: _____

Date: _____ Printed Name: _____

Address: _____

NOTARY ACKNOWLEDGMENT

State of Minnesota County of _____

On this ____ day of _____, 20____, before me personally appeared [Party A Name] and [Party B Name], known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

My Commission Expires: _____

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.
4. My client received this Agreement with adequate time for review. This Agreement was executed at least seven (7) days before the wedding date, in compliance with § 519.11, Subd. 1b(b)(5).
5. I observed no indication of impaired mental capacity, intoxication, duress, undue influence, or coercion.
6. To the best of my knowledge, my client's execution of this Agreement is knowing, voluntary, and informed.
7. My client signed this Agreement in my presence on the date shown below.

Attorney Name, Bar Number

Date

ATTORNEY CERTIFICATION FOR PARTY B

I, _____, attorney for Party B, certify that:

Party A initials_____

Party B initials_____

1. I am independent counsel, separately retained by Party B, and do not represent Party A.
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.
4. My client received this Agreement with adequate time for review. This Agreement was executed at least seven (7) days before the wedding date, in compliance with § 519.11, Subd. 1b(b)(5).
5. I observed no indication of impaired mental capacity, intoxication, duress, undue influence, or coercion.
6. To the best of my knowledge, my client's execution of this Agreement is knowing, voluntary, and informed.
7. My client signed this Agreement in my presence on the date shown below.

_____	_____
Attorney Name, Bar Number	Date

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