

## NEW YORK 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 of their right to retain independent legal counsel and has had adequate opportunity to consult with counsel of their choosing;

WHEREAS, each Party has carefully read and reviewed this Agreement, understands its terms and legal effect, and enters into it voluntarily and without coercion, duress, or undue influence;

WHEREAS, each Party believes this Agreement is fair and reasonable under the circumstances existing at the time of execution;

WHEREAS, the Parties desire that this Agreement be governed by the laws of New York 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, divorce, or dissolution, as specified in this Agreement.

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## 2. SEPARATE PROPERTY

**2.1 Ownership:** Each Party retains sole ownership and control of their separate property and may dispose of it without the other's consent. Neither Party acquires any interest in the other's separate property by reason of the marriage, including through homemaking, caregiving, or other non-financial contributions.

**2.2 Separate Debts:** Each Party is solely responsible for their separate debts and shall indemnify the other accordingly.

**2.3 Commingling and Transmutation:** Commingled separate property retains its character if adequately traceable. Separate property becomes joint only by written agreement identifying the property and intent to convert – deeds, account registrations, and beneficiary designations alone do not effect transmutation. Joint funds used on separate property create no ownership interest; the sole remedy is dollar-for-dollar reimbursement without interest or equity share.

**2.4 Income, Appreciation, and Earning Capacity:** All income earned in a Party's individual name remains separate, overriding DRL § 236(B)(1)(c). Appreciation on separate property remains separate regardless of the other's contributions or use. Each Party waives claims to appreciation under DRL § 236(B)(1)(d)(3) and enhanced earning capacity under DRL § 236(B)(5)(d)(7).

**2.5 Business Interests:** Separate business interests remain separate regardless of spousal involvement. No claim arises unless the non-owner (a) makes documented capital contributions and (b) becomes a legal co-owner by formal written agreement.

**2.6 Trust Assets:** Each Party's irrevocable trusts are not subject to division. The non-settlor spouse waives all rights to distributions, principal, remainder interests, and any claim that trust assets constitute marital property.

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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, except as provided in Section 3.4.

**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 Statutory Disclosure** (Required by DRL § 236(B)(6); see J.M. v. G.V., 2025 NY Slip Op 25004):

As of [Date]:

Party A's Gross Annual Income: \$\_\_\_\_\_

Party B's Gross Annual Income: \$\_\_\_\_\_

Combined Income: \$\_\_\_\_\_

Income Cap (effective 3/1/2026): \$241,000

Payor's income for calculation: \$\_\_\_\_\_ [Lesser of actual income or \$241,000]

Payee's income for calculation: \$\_\_\_\_\_ [Actual income]

WITHOUT CHILDREN (payor does not pay child support):

Formula (a): 30% of payor's capped income – 20% of payee's income = **\$/year**

**Formula (b): 40% of combined capped income – payee's income = \$/year**

LOWER OF (a) or (b) = \$\_\_\_\_\_ annually / \$\_\_\_\_\_ monthly

WITH CHILDREN (payor also pays child support):

Formula (a): 20% of payor's capped income – 25% of payee's income = **\$/year**

**Formula (b): 40% of combined capped income – payee's income = \$/year**

LOWER OF (a) or (b) = \$\_\_\_\_\_ annually / \$\_\_\_\_\_ monthly

Advisory Duration Under DRL § 236(B)(6)(f):

- 0–15 years of marriage: 15%–30% of marriage length
- 15–20 years: 30%–40% of marriage length
- 20+ years: 35%–50% of marriage length

**4.2 General Waiver:** Both Parties waive all rights to spousal maintenance – whether temporary or post-divorce – except as provided in this Section 4, pursuant to DRL § 236(B)(3) and informed by Section 4.1. Any temporary (pendente lite) maintenance awarded during proceedings shall be credited dollar-for-dollar against the total obligation under this Section. If this Agreement is upheld and temporary support exceeds amounts due, the excess shall be reimbursed within 90 days of final judgment or offset against any remaining obligation.

**4.3 Employment:** Support reduces by 50% if the recipient is not earning at least \$30,000 annually within 24 months of the dissolution filing, unless the reduction would trigger public assistance eligibility under Section 4.8. Payor may require annual verification by tax returns, W-2s, or equivalent documentation.

**4.4 Children of the Marriage:** Biological children of both Parties or children legally adopted by both Parties. Either Party may require genetic testing at their expense. If a child does not meet this definition, maintenance recalculates under Section 4.6 and the recipient reimburses any overpayment within 12 months or by offset.

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

**4.6 Support Calculation:** Monthly maintenance 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: 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

If the result is zero or negative, no maintenance is payable, subject to Section 4.8.

**Maximum Support:** Annual maintenance shall not exceed the lesser of **20%** of the difference between the Parties' net incomes or **\$5,000/month**, indexed annually by CPI-U from the date of marriage to dissolution filing.

**Child Support Separate:** This Section governs spousal maintenance only. Child support is set separately under DRL § 240 and the Child Support Standards Act and may not be limited by this Agreement.

**4.7 Duration:** Maintenance duration shall not exceed the following percentage of the marriage length, measured from the date of marriage to the date the first action for dissolution is commenced:

- Less than 5 years: 10% of marriage length
- 5 to less than 10 years: 15% of marriage length
- 10 to less than 15 years: 20% of marriage length

- 15 to less than 20 years: 25% of marriage length
- 20 to less than 25 years: 30% of marriage length
- 25+ years: 35% of marriage length, not to exceed 10 years total

These limits operate within the advisory schedule under DRL § 236(B)(6)(f) and never exceed the statutory advisory maximums.

**4.8 Public Assistance Floor** (GOL § 5-311): No provision of this Agreement may relieve either Party of the obligation to support the other to the extent necessary to prevent the recipient from becoming a public charge. If this Section's limitations would make the recipient eligible for means-tested public benefits (TANF, SNAP, Medicaid, housing, or utility assistance), maintenance increases to the minimum necessary to avoid that eligibility. This is the sole circumstance under which maintenance may exceed the amounts in Section 4.6. Recipient shall pursue all available benefits and employment before triggering this floor.

**4.9 Income Floor:** No maintenance is payable, subject to Section 4.8, if the payor's gross annual income is below the greater of: (a) 75% of the payor's gross income in the year prior to executing this Agreement, or (b) 250% of the Federal Poverty Level for a single person (\$32,300 in 2026; adjusted annually).

**4.10 Automatic Termination:** Maintenance ceases upon the earliest of: (a) Recipient's remarriage; (b) Recipient's cohabitation with another person in a romantic relationship for 60+ consecutive days, or holding out as a couple, whether or not financial or domestic responsibilities overlap; (c) Recipient's death; (d) Payor's death; or (e) Expiration of the duration limit under Section 4.7. The Parties intend cohabitation to terminate maintenance to the fullest extent New York law allows.

**4.11 No Modification:** Neither Party may seek modification under DRL § 236(B)(9) except for: (a) the Public Assistance Floor under Section 4.8; or (b) recipient's permanent total disability certified by Social Security Administration. Maintenance shall not be modified based on payor's post-dissolution income increases. Both Parties acknowledge as foreseeable and contemplated at execution: dissolution, workforce departures, income changes, health issues, economic conditions, and caregiving decisions — none of which constitutes grounds for modification.

**4.12 Lifetime Cap:** Total lifetime maintenance payments shall not exceed the payor's average annual net income (per Section 4.5) during the three years preceding the dissolution filing, multiplied by: 40% (marriages under 10 years), 60% (10–20 years), or 80% (over 20 years). Subject to the Public Assistance Floor in Section 4.8.

**4.13 Health Insurance and Tax:** Maintenance includes recipient obtaining and maintaining their own health insurance. If recipient loses coverage, payor shall pay up to \$300/month toward COBRA or marketplace insurance premiums. Post-2017 Tax Cuts and Jobs Act, maintenance is non-deductible to payor and non-taxable to recipient. All amounts in this Section assume this treatment.

4.14 **Knowing Waiver:** Each Party acknowledges and initials:

(a) I understand statutory maintenance would be \$\_\_\_\_\_ /month for \_\_\_\_\_ years.

(b) *I understand this Agreement provides* \$\_\_\_\_\_ /month for \_\_\_\_\_ years.

(c) I am voluntarily agreeing to the modified terms in Section 4.6 and Section 4.7, which I believe to be fair and reasonable in light of the full terms of this Agreement.

(d) I have separate property of \$\_\_\_\_\_ and separate income of \$\_\_\_\_\_ available for support.

(e) I have consulted with independent counsel or knowingly waived the right to do so.

(f) I will not become a public charge under this arrangement.

(g) I understand this Agreement may not be modifiable even if my circumstances worsen significantly.

(h) I have considered the possibility of disability, illness, unemployment, and other hardships.

Party A initials: \_\_\_\_\_ Party B initials: \_\_\_\_\_

4.15 **Fallback:** If the formula in Section 4.6 is invalidated, maintenance defaults to the lesser of: (a) the statutory guideline under DRL § 236(B)(6), or (b) 10% of payor's net income, for the duration specified in Section 4.7.

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## 5. LIFESTYLE CLAUSES

This Section is precatory and aspirational only – it is not legally binding or enforceable and carries no remedy. Its validity or invalidity has no bearing on any other provision per Section 16.

5.1 **Shared Responsibilities:** The Parties commit to equal overall contributions through reciprocal balance – each Party may lead in one domain (financial or domestic, 60–70%) while supporting in the other (30–40%).

5.2 **Workforce Commitment:** Both Parties value financial independence and aspire to maintain workforce participation during marriage while accommodating childcare-related career breaks.

5.3 **Conflict Resolution:** In case of marital difficulties, both Parties commit to preserving family unity through creative arrangements if necessary, speaking respectfully about

each other, and 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.

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## 6. INHERITANCE AND ESTATE RIGHTS WAIVER

**6.1 Complete Waiver:** Each Party waives all rights to inherit from the other's estate, including the right of election under EPTL § 5-1.1-A, intestate share under EPTL § 4-1.1, exempt property under EPTL § 5-3.1, and all other statutory inheritance rights under New York law. This waiver is made pursuant to DRL § 236(B)(3) and EPTL § 5-1.1-A(e). These waivers remain in effect regardless of changes in circumstances, domicile, or law, and any will or estate planning documents shall be consistent with them.

**6.2 ERISA Retirement Rights:** ERISA-governed retirement plans pass to the plan holder's designated beneficiaries. Federal law requires spousal rights to be waived on each plan's forms after marriage. Each Party shall execute any required waiver, spousal consent, or beneficiary designation within 30 days of the other's written request. Failure to execute is a material breach entitling the requesting Party to specific performance, actual damages, and reasonable attorney fees.

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## 7. FINANCIAL CHANGES AND CONTINUED VALIDITY

**7.1 Binding Regardless of Changes:** This Agreement remains binding regardless of changes in either Party's income, assets, liabilities, or financial circumstances during marriage, including substantial increases or decreases.

**7.2 No Implied Modifications:** Changes in financial circumstances, whether foreseeable or unforeseeable, shall not modify, invalidate, or excuse performance unless amended per Section 15. Each Party waives challenges based on post-execution asset changes, market fluctuations, or failure to disclose changes.

**7.3 Timing:** Enforceability does not depend on the timing between execution and marriage or compliance with optional update recommendations.

**7.4 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 must first be submitted to mediation with a qualified family law mediator. Both Parties must participate in good faith for at least three sessions over a minimum of 60 days. If mediation succeeds, the higher-earning Party pays all costs up to the lesser of 2% of gross annual income or \$10,000. If unsuccessful, costs are shared equally. For mediation beyond 60 days, costs are shared equally regardless of outcome.

**8.2 Optional Arbitration:** Either Party may terminate mediation and elect binding arbitration on 30 days' written notice after the initial 60-day period, before a single AAA family-law arbitrator in New York, judgment final except for fraud or arbitrator misconduct. The arbitrator shall apply this Agreement as written; unconscionability remains a question of law reserved to the court under DRL § 236(B)(3). Arbitration costs are shared equally, subject to reallocation by the arbitrator based on the reasonableness of each Party's position.

**8.3 Legal Representation Fund:** If either Party lacks sufficient resources for competent counsel, the higher-earning Party shall advance reasonable attorney fees up to the lesser of 4% of gross annual income or \$50,000, total across all proceedings. Advanced fees shall be reimbursed from any award or settlement, or in full if the represented Party loses on all material issues, unless reimbursement would cause financial hardship.

**8.4 Court Litigation:** Court proceedings are permitted only to: (a) compel mediation or arbitration; (b) enforce an arbitration award; or (c) seek emergency relief where irreparable harm would occur.

**8.5 Attorney Fees:** A Party who challenges this Agreement's validity and loses on all material issues shall reimburse the other's reasonable fees and costs, provided such reimbursement would not render the Agreement unconscionable. In all other proceedings, the prevailing Party may recover reasonable fees at the arbitrator's or court's discretion.

**8.6 Settlement Incentive:** Any dispute resolved within 30 days of initial filing incurs no attorney fee obligation to either Party. Either Party may request one 30-day suspension of proceedings for reflection.

**8.7 Jury Waiver and Confidentiality:** Both Parties waive jury trial for any dispute under this Agreement. All mediation, arbitration, and court proceedings are confidential — neither Party may disclose pleadings, testimony, exhibits, or settlement positions except to counsel, financial advisors, or as required by law. Violations trigger penalties under 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:** The Parties agree to maintain strict confidentiality regarding: (a) the existence, terms, and contents of this Agreement; (b) private communications and personal matters; (c) financial information; (d) personal photographs, videos, or recordings; (e) medical, mental health, or counseling information; and (f) children's private matters – including limiting online sharing to private settings, avoiding embarrassing or exploitative content, and prohibiting use of children's images for personal gain or social media influence.

**10.2 Respectful Communication:** During and after marriage, both Parties shall refrain from disparaging the other and avoid sharing private marital details publicly or on social media.

**10.3 Commercial Exploitation:** Neither Party may commercially exploit the other's name, image, likeness, or reputation – including selling photographs or recordings, publishing or monetizing accounts of the marriage, participating in tell-all media, or interfering with professional relationships.

**10.4 Penalties:** Violations result in: (a) immediate injunctive relief; (b) general violations: \$4,000 per violation or 1% of annual household income, whichever is greater; (c) children-related violations: \$4,000 per violation or 1% of annual household income, whichever is greater; (d) commercial exploitation or willful breaches: the highest of disgorgement of all profits, actual damages, \$20,000, or 4% of annual household

income; (e) attorney fees paid by breaching Party; and (f) each week of continuing violation constitutes a separate breach. The Parties stipulate these amounts are a reasonable forecast of actual damages, which are inherently difficult to calculate, and are not penalties.

**10.5 Survival and Exceptions:** All obligations survive marriage termination permanently. Disclosure is 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

**11.1 Complete Disclosure:** Each Party has provided complete and accurate financial disclosure through the Asset and Liability Disclosure Schedules attached as Exhibits A and B, including all material assets, debts, income, and recent financial statements. New York does not permit waiver of financial disclosure; full and fair disclosure is required for enforceability under DRL § 236(B)(3).

**11.2 Reliance:** Each Party acknowledges they have received, reviewed, and understood the other's financial disclosures and are entering this Agreement in reasonable reliance on their completeness and accuracy.

**11.3 Discovery Limitation:** The Parties waive discovery rights to the fullest extent permitted by New York law. Any discovery shall be limited to that which a court determines is necessary to adjudicate claims of fraud, duress, or incapacity in execution of this Agreement.

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## 12. OPTIONAL PRE-MARRIAGE ASSET UPDATE

**12.1 Recommended Update:** The Parties are encouraged, but not required, to exchange updated asset and liability schedules between 30 and 90 days before the marriage. Updated schedules supplement Exhibits A and B.

**12.2 No Effect on Enforceability:** Failure to exchange updates does not invalidate or affect enforceability. The disclosures in Exhibits A and B as of the execution date remain operative.

**12.3 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.

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### 13. INDEPENDENT LEGAL COUNSEL

13.1 **Opportunity for Counsel:** Each Party has had the opportunity to consult with independent legal counsel of their choice regarding the terms, effects, and legal consequences of this Agreement.

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

13.3 **Waiver of Counsel:** If either Party chose not to retain counsel, that Party executed a separate written waiver attached as Exhibit C, acknowledging (a) they were expressly advised to obtain independent counsel; (b) they understand the rights being relinquished; (c) they had adequate time to seek counsel; and (d) they chose not to do so voluntarily.

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### 14. GOVERNING LAW AND ENFORCEABILITY

14.1 **New York Law:** This Agreement is governed by the laws of the State of New York, specifically DRL § 236(B)(3) (prenuptial agreement enforceability), GOL § 5-311 (spousal support obligation), and controlling New York Court of Appeals and Appellate Division precedent, regardless of domicile or asset location. The Parties select New York law as of the execution date to govern construction, and intend that later amendments not be applied to impair enforceability as executed to the fullest extent permitted by law.

14.2 **Jurisdiction:** Each Party submits to the exclusive jurisdiction of the Supreme Court of the State of New York, \_\_\_\_\_ County, for disputes under this Agreement, and waives any forum non conveniens objection.

14.3 **Presumption of Validity:** This Agreement is presumed valid. The challenging Party bears a "very high burden" to set it aside, and must demonstrate fraud, duress, overreaching resulting in manifest unfairness, or unconscionability. Property provisions are reviewed at execution only; maintenance provisions are reviewed at both execution and enforcement under DRL § 236(B)(3).

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### 15. MODIFICATION AND FINALITY

15.1 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or representations, written or oral.

**15.2 Modification Requirements:** This Agreement may only be amended by a written instrument that is (a) signed by both Parties; (b) acknowledged in the manner required to entitle a deed to be recorded, as required by DRL § 236(B)(3); and (c) presented to the other Party at least 30 days before execution. Independent counsel review of any modification is strongly recommended.

**15.3 No Oral Modifications:** No oral agreements, representations, or modifications are binding.

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## 16. SEVERABILITY

**16.1 Severance:** If any provision is held invalid or unenforceable, it shall be automatically severed and the remainder of this Agreement remains in full force. The Parties expressly intend severance rather than wholesale invalidation, even if the invalid provision goes to the essence of this Agreement, consistent with *J.M. v. G.V.*, 2025 NY Slip Op 25004 (Sup. Ct. Kings Cty. 2025).

**16.2 Reformation:** Any severed provision shall be reformed to the nearest valid equivalent reflecting the Parties' original intent.

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## 17. EFFECTIVE DATE AND TIMING

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

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

**17.3 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.

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

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## 18. COMPREHENSIVE ACKNOWLEDGMENTS

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

**18.2 Disclosure Confirmation:** Each Party confirms they received full financial disclosure with reasonable opportunity for verification.

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

**18.4 Statutory Waiver:** Each Party understands they are waiving statutory rights to equitable distribution under DRL § 236(B)(5), spousal maintenance under DRL § 236(B)(6), and inheritance rights under EPTL §§ 4-1.1 and 5-1.1-A, to the fullest extent permitted by New York law, subject only to the Public Assistance Floor under GOL § 5-311.

**18.5 Future Claims Waiver:** Each Party irrevocably waives any future claim of: (a) lack of understanding; (b) inadequate disclosure; (c) unfairness or unconscionability at execution; or (d) any other challenge to validity or enforceability – except that each Party retains the right to assert fraud, duress, or incapacity in execution, and to invoke the Public Assistance Floor under Section 4.8.

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**19. 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.
4. My client received this Agreement at least seven (7) days before execution and before the wedding date.





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