

SOUTH CAROLINA 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];

WHEREAS, 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 annexed hereto, and each Party acknowledges reviewing the other's statement and certifies their own statement is complete and accurate;

WHEREAS, each Party acknowledges that future changes in employment, income, or earning capacity – including those resulting from caregiving, career sacrifice, or market conditions – are contemplated at execution and shall not constitute grounds to modify or invalidate this Agreement;

WHEREAS, each Party has been advised of their right to independent legal counsel, has had sufficient opportunity to consult with counsel of their choosing, ask questions, and propose changes, and has had adequate time to review, consider, and negotiate this Agreement prior to execution;

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

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

WHEREAS, the Parties desire that this Agreement be governed by the laws of South Carolina and intend for it to be legally binding and enforceable in accordance with S.C. Code § 20-3-630;

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, increased earning power (professional degrees, licenses, certifications, and earning capacity derived therefrom), 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 does not become joint property unless both Parties execute a written agreement specifically identifying the property and their intent to convert it. No deed, title change, account registration, or beneficiary designation – including adding a spouse to title – effects a transmutation without such written agreement.

2.7 Business Interests During Marriage: Any business interest owned by either Party before marriage or acquired during marriage in that Party's sole name remains that Party's separate property. The non-owner spouse has no claim to the business, its value, appreciation, income, or goodwill, regardless of indirect contributions to the marriage, advice, consultation, emotional support, or any contribution not constituting direct documented capital contribution or legal co-ownership through written agreement executed by both Parties.

2.8 Trust Asset Protection: Assets held in any trust established by or for either Party – whether revocable, irrevocable, discretionary, generation-skipping, or offshore, domestic or foreign – are the settlor's separate property and not subject to division. The non-settlor spouse waives all rights to distributions, principal, remainder interests, and beneficiary designations, and any claim that trust assets constitute marital or community property.

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 General Waiver: Both Parties waive all rights to alimony, spousal support, or maintenance except as provided in this Section 4. These formulas apply to temporary, pendente lite, and permanent support. Temporary support awarded in excess of Section 4.5 shall be credited dollar-for-dollar against future support or refunded to payor within 90 days of this Agreement being upheld.

4.2 Children of the Marriage: Biological children of both Parties (including IVF) and children legally adopted by both Parties. Either Party may request genetic testing at any time at the requesting Party's cost. A child not meeting this definition is excluded from the Section 4.5 calculation, and any excess payments are refunded or credited.

4.3 Employment Reduction: Support reduces by 25% if recipient has not earned at least \$30,000 annually in gross income (verified by tax returns or W-2s) within 24 months of divorce, provided recipient is not the primary caregiver of a Child of the Marriage under the age of four. Payor may request annual verification.

4.4 Net Income: Payor's "net income" means gross income minus federal and state income tax, Social Security, and Medicare withholdings (excluding voluntary deductions), averaged over the three years preceding divorce filing. If the most recent year is lower due to involuntary job loss, disability, or business closure beyond payor's control, the most recent year's net income applies instead of the average.

4.5 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: 2% of payor's net income
- 1 Child: 4% of payor's net income
- 2 Children: 6% of payor's net income
- 3 Children: 8% of payor's net income
- 4 Children: 10% of payor's net income
- 5 Children: 12% of payor's net income
- 6+ Children: 14% of payor's net income

Maximum: \$6,000 per month, adjusted annually by CPI-U from date of marriage through the earlier of separation or dissolution filing.

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

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

4.7 Hardship Exception: If Sections 4.5 and 4.6 would leave recipient with total income below 100% of Federal Poverty Level for their household size (including dependent children), support shall be increased to that threshold but shall not exceed the Section 4.5 amount by more than 50%.

4.8 Reformed Formula Fallback: If any calculation under Sections 4.5 or 4.6 is deemed unconscionable, the court shall reform to the following percentages of payor's average annual net income (as defined in 4.4) minus 50% of recipient's net income, with duration at 40% of marriage length:

- 0-1 Child: 10% of payor's net income
- 2-3 Children: 15% of payor's net income
- 4+ Children: 20% of payor's net income

4.9 Income Floor: No support is 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 ceases upon the earliest of: (a) recipient's remarriage; (b) recipient's cohabitation with another person in a romantic relationship

for 90 or more consecutive days, as defined in S.C. Code § 20-3-130(B); (c) either Party's death; or (d) duration expiration under Section 4.6.

4.11 Limited Modification: Neither Party may seek modification except upon clear and convincing evidence of circumstances that were not reasonably foreseeable at execution, are substantial and continuing, and would render enforcement unconscionable under the *Hardee v. Hardee*, 355 S.C. 382 (2003) three-part test. Both Parties acknowledge as reasonably foreseeable: dissolution, workforce departures, income and employment changes, health issues not constituting total disability, economic conditions, inflation, and childcare decisions. No modification shall exceed the percentages in Section 4.5 or duration in Section 4.6.

4.12 Support Cap: Total lifetime support shall not exceed the LESSER of: (a) The amounts calculated under Sections 4.5 and 4.6; or (b) Payor's average annual Net Income (as defined in Section 4.4) multiplied by:

- Marriages <15 years: 75%
- Marriages 15-25 years: 125%
- Marriages 25+ years: 175%

4.13 Post-Divorce Income: Support shall not be modified based on payor's post-filing income increases, including promotions, bonuses, raises, business growth, investment returns, inheritances, gifts, or higher compensation. Post-divorce earnings are separate property. Per S.C. Code § 20-3-130(G), the Parties agree this provision is nonmodifiable.

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 spousal election rights, homestead allowances, family allowances, and other statutory inheritance rights under South Carolina law.

6.2 **Estate Planning Consistency:** If either Party executes a will or estate planning documents, such documents shall be consistent with this Agreement's inheritance waivers.

6.3 **Binding Waiver:** These inheritance waivers remain in effect regardless of changes in circumstances, domicile, or law.

6.4 **ERISA Retirement Rights:** ERISA spousal rights cannot be waived before marriage. Each Party shall execute any required spousal consent or beneficiary waiver within 30 days of written request after marriage, and agrees not to seek a Qualified Domestic Relations Order or similar order against the other Party's retirement or deferred compensation plans, which remain separate property under Section 1.1. Failure to execute is a material breach entitling the requesting Party to specific performance, \$25,000 liquidated damages, and reasonable attorney fees.

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 apply this Agreement's terms as written. If the arbitrator finds any provision unenforceable, the Reformed Formula Fallback in Section 4.8 and the severability provisions in Section 18 shall govern.

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: Violations entitle the non-breaching Party to injunctive relief, actual damages, and reasonable attorney fees. Where actual damages are impractical to determine: (a) general violations – the greater of \$4,000 or 2% of the breaching Party's gross annual income; (b) commercial exploitation or willful breach – the greater of actual damages, disgorgement, \$10,000, or 5% of the breaching Party's gross annual income. These amounts are liquidated damages, not penalties. The arbitrator or court may adjust any amount it finds disproportionate.

10.5 Binding Nature: All obligations survive marriage termination permanently.

10.6 **Exceptions:** Disclosure permitted when required by law, court order, necessary to protect children from harm, or required for legitimate legal proceedings.

11. FINANCIAL DISCLOSURE AND DISCOVERY WAIVER

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

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

11.3 **Discovery Waiver:** The parties waive 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. COMPREHENSIVE FINANCIAL DISCLOSURE WAIVER

12.1 **Knowing and Voluntary Waiver:** Each Party expressly, knowingly, and voluntarily waives all disclosure rights under S.C. Code § 20-3-630 and any other legal principle.

12.2 **Independent Enforceability:** This waiver operates as a separate and independent basis for enforceability, ensuring this Agreement remains fully binding even if Section 11 disclosures are deemed inadequate.

12.3 **Specific Statutory Waiver:** Each Party waives all rights under S.C. Code § 20-3-630 and acknowledges this satisfies the requirements irrespective of attached schedules.

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

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

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

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 30 and 90 days before the marriage date. Any updates shall supplement Exhibits A and B.

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

13.3 **No Effect on Enforceability:** Failure to exchange updates or execute any reaffirmation shall not invalidate or affect the enforceability of this Agreement. The disclosures in Exhibits A and B as of the execution date remain operative 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, 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. Both Parties acknowledge that under S.C. Code § 20-3-630, an agreement

without separate counsel for both Parties does not receive the statutory presumption of fairness.

16. GOVERNING LAW AND ENFORCEABILITY

16.1 South Carolina Law: This Agreement is governed by South Carolina law, including S.C. Code § 20-3-630 and the enforceability standards established in *Hardee v. Hardee*, 355 S.C. 382 (2003), regardless of domicile or asset location. Future law amendments reducing enforceability shall not apply retroactively to the extent permitted by law.

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

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 South Carolina 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 South Carolina.

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 to the other party at least thirty (30) days prior to execution; (b) is signed by both Parties before a notary; and (c) includes confirmation that each party has either obtained independent legal counsel or has expressly waived such representation.

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 30-60 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. This Agreement remains enforceable regardless of the timing between execution and marriage, provided the requirements of S.C. Code § 20-3-630 and the *Hardee v. Hardee*, 355 S.C. 382 (2003) enforceability standards are satisfied.

20. COMPREHENSIVE ACKNOWLEDGMENTS AND SOUTH CAROLINA LAW

20.1 Voluntary Execution: Each Party enters this Agreement freely, voluntarily, and with complete understanding of its terms, legal effects, and binding nature, without fraud, duress, mistake, misrepresentation, or undue influence.

20.2 Financial Disclosure: Each Party confirms they received the other Party's annexed financial statement consistent with the disclosure requirements of S.C. Code § 20-3-630, had opportunity for verification and independent investigation, and possess adequate knowledge of the other Party's financial circumstances.

20.3 Legal Counsel: Each Party either: (a) was represented by independent legal counsel; or (b) waived counsel in writing per Section 15 after being advised of the right and importance of independent representation.

20.4 Rights Waived: Each Party waives all statutory rights to property division, spousal support, inheritance, and other marital rights to the fullest extent permitted under S.C. Code § 20-3-630 and *Hardee v. Hardee*, 355 S.C. 382, 585 S.E.2d 501 (2003).

20.5 Unconscionability Avoidance: The Parties intend Section 4 – including the Hardship Exception (4.7) and Reformed Formula Fallback (4.8) – to provide reasonable means of support and avoid outcomes that would render this Agreement unconscionable under the *Hardee v. Hardee*, 355 S.C. 382 (2003) three-part test.

20.6 Changed Circumstances: Reasonably foreseeable changes (listed in Section 4.11) shall not constitute "changed circumstances" justifying non-enforcement under South Carolina law.

20.7 Child Support and Custody: This Agreement does not affect child support (governed by S.C. Code § 63-17-310 et seq.) or child custody (determined by the best interests standard under S.C. Code § 63-15-210 et seq.). Including child support or custody provisions could jeopardize the enforceability of the entire Agreement.

20.8 Future Claims Waived: Each Party irrevocably waives future claims of: lack of understanding, inadequate disclosure, duress, coercion, undue influence, retained rights beyond those preserved herein, or any other validity or enforceability challenge, except as permitted under the *Hardee* three-part test.

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:

Commission No.: _____ Expires: _____

[Notary Seal]

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