

GEORGIA PRENUPTIAL AGREEMENT

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

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

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

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

RECITALS

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

WHEREAS, each Party has made full, fair, and complete disclosure to the other of their respective assets, liabilities, income, and financial circumstances, and such disclosure is attached hereto as Exhibits A and B;

WHEREAS, each Party acknowledges that they have been advised of their right to be represented by independent legal counsel in connection with this Agreement, and each Party 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 this Agreement 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 Georgia and intend for it to be legally binding and enforceable;

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

1. DEFINITIONS

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

accounts), intellectual property (patents, copyrights, source code, websites whether active or dormant), and all appreciation, growth, income, returns, and future development or commercialization thereof.

1.2 Joint Property: Property, assets, and debts titled in both Parties' names jointly and acquired during marriage with joint funds.

1.3 Separate Debts: Debts incurred by either Party in their individual name.

1.4 Joint Debts: Debts incurred jointly by both Parties in both their names during marriage.

1.5 Alimony/Spousal Support: Financial support paid by one Party to the other after separation, divorce, or dissolution, as specified in this Agreement.

2. SEPARATE PROPERTY

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

2.2 No Marital Claims: Neither Party shall acquire any right, title, interest, or claim in the separate property of the other Party by reason of the marriage, regardless of the duration of marriage or any contributions made by the non-owning Party.

2.3 Right of Disposition: Each Party may dispose of their separate property by sale, gift, will, trust, or otherwise, without the consent or approval of the other Party.

2.4 Separate Debt Responsibility: Each Party is solely responsible for their separate debts and shall indemnify and hold harmless the other Party from any liability arising from such separate debts.

2.5 Commingling Protection: If separate property becomes commingled with joint property, the contributing Party retains their ownership interest, provided adequate records exist to trace the separate contribution.

2.6 No Transmutation: Separate property shall not become joint property unless both Parties execute a written agreement specifically identifying the property and their intent to convert it to joint ownership.

2.7 Business Interests During Marriage: Separate business interests remain entirely separate property regardless of spousal involvement, consultation, assistance, or contribution during marriage, provided the non-owner spouse did not make direct documented capital contributions or become a legal co-owner of the business entity. Each spouse's success benefits both parties during marriage, promoting mutual interest in maintaining the marital relationship rather than dissolving it for financial gain. No

marital claim arises from business operations, growth, or increased value during marriage.

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

3. JOINT PROPERTY

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

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

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

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

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

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

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

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 from the other Party, whether temporary, rehabilitative, or permanent, except as specifically provided herein.

4.2 Application to Permanent Support: Section 4 applies to permanent support upon final dissolution. Nothing herein limits statutory temporary support rights, but all temporary support shall be credited against Section 4.13 lifetime cap and, if this Agreement is upheld, any excess over Section 4 amounts shall be reimbursed within 90 days or offset against future payments.

4.3 Child-Contingent Support and Employment: Spousal support may be awarded only if the marriage produced at least one Child of the Marriage as defined in Section 4.4. Both Parties acknowledge: (a) their commitment to workforce participation per Section 5.2; (b) each Party's separate property, proportional share of any joint residence, education, skills, and earning capacity provide financial security; and (c) recipient's capacity for self-support through employment. Support reduces by 50% if recipient has not obtained Employment (as defined in 4.5) within 24 months of divorce, provided such reduction does not cause recipient's total monthly income (support plus employment income plus income from separate property) to fall below 200% of Federal Poverty Level for applicable household size.

4.4 Children of the Marriage Definition: "Children of the Marriage" means only biological children of both Parties, whether conceived through IVF or natural conception.

4.5 Employment Verification: "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.

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

4.7 Support Calculation: Monthly support shall be calculated as follows:

- **1 Child: 8%** of payor's net income

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

Maximum Cap: Monthly support shall not exceed the lesser of: (a) the calculated percentage amount above, or (b) an amount that, when combined with recipient's employment income and income from separate property, provides total monthly income equal to 300% of Federal Poverty Level for applicable household size.

Minimum Floor: If the calculated support amount would result in recipient's total monthly income (support plus employment income plus income from separate property) falling below 200% of Federal Poverty Level for applicable household size, support shall be increased to achieve that minimum threshold, but in no event shall support exceed the Maximum Cap stated above.

Child Support Separate: This provision governs spousal support only. Child support is determined separately under Georgia law (O.C.G.A. §§ 19-6-14 through 19-6-17) and cannot be limited by this Agreement, as child support rights belong to the child, not the parents.

4.8 Duration Limits: Support duration shall be calculated as a percentage of marriage length measured from wedding date to separation date:

- <5 years: 10%
- <10 years: 15%
- <15 years: 20%
- <20 years: 25%
- <25 years: 30%
- <30 years: 35%
- 30+ years: 40%

Example: A 12-year marriage = 3.6 years of support (30% × 12 years)

Duration Framework: These percentages provide reasonable support periods while limiting permanent alimony exposure. Under Georgia law, courts retain discretion to award support based on need and ability to pay, but parties may contractually limit duration if provisions are not unconscionable.

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

4.10 Automatic Termination: Support immediately ceases upon the earliest of: (a) Recipient's remarriage; (b) Recipient's cohabitation with another person for 60+ consecutive days; (c) Recipient's death; (d) Payor's death; or (e) Duration limit expiration.

4.11 No Modification: Neither party may seek modification except for circumstances that are extreme and unforeseeable at execution. Both parties acknowledge as foreseeable: dissolution, workforce departures, income/employment changes, health issues, economic conditions, and childcare decisions. Under Georgia law (Scherer v. Scherer, 249 Ga. 635 (1982)), this Agreement must satisfy three requirements: (1) voluntary execution without fraud, duress, or nondisclosure of material facts; (2) not unconscionable at execution; and (3) enforcement must not be unfair or unreasonable given changed circumstances. The Parties acknowledge this third prong allows courts to review changed circumstances at enforcement, but agree that ordinary life changes listed above shall not constitute grounds for modification or invalidation.

4.12 Verification: Payor may require genetic testing to verify biological parentage at any time, with costs borne by the requesting party.

4.13 Support Cap: Total lifetime support shall not exceed payor's average annual net income (as defined in Section 4.6) during the three years preceding divorce filing, multiplied by: 100% (marriages <10 years), 150% (10-20 years), or 200% (>20 years).

Once the lifetime cap is reached, all support obligations immediately terminate regardless of duration limits in Section 4.8. This cap provides certainty and protects against indefinite obligations while ensuring reasonable support.

4.14 Sufficient Provision: The Parties acknowledge that the support provisions in this Section 4, when combined with the recipient's separate property, employment capacity, and proportional share of any joint residence, provide reasonable support that will not leave the recipient destitute or eligible for public assistance. Both Parties have carefully considered the recipient's post-divorce financial position and agree these provisions are fair and adequate at the time of execution.

4.15 Fairness and Reasonableness Acknowledgment: The Parties specifically acknowledge and agree that: (a) The support provisions in this Section 4, when combined with recipient's separate property, employment capacity, education, work history, and proportional share of any joint residence, will not leave recipient destitute or in circumstances requiring public assistance; (b) Recipient has marketable skills, earning capacity, and/or separate property sufficient to maintain a reasonable standard of living when combined with the support provided herein; (c) These provisions were negotiated with full awareness of each Party's financial circumstances, earning potential, and anticipated lifestyle during marriage; (d) Both Parties consulted with independent legal counsel who advised them regarding the adequacy of these support provisions under Georgia law; (e) Under Georgia law, courts may decline to enforce

support waivers or limitations if enforcement would be unconscionable or cause severe hardship, but both Parties have specifically structured these provisions to avoid such outcomes while still providing reasonable limitations on support obligations.

5. LIFESTYLE CLAUSES

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 leads in one domain (60-70%) while supporting in the other (30-40%), creating reciprocal balance where both contribute approximately 50% overall.

5.2 Workforce Commitment: Both Parties value financial independence and shared economic contribution. Both Parties intend to maintain workforce participation throughout the marriage to preserve career skills and ensure long-term financial security for themselves and their family. Any departure from workforce participation is a personal choice made by the departing Party and does not create additional support obligations beyond those specified in Section 4.

5.3 Aging Gracefully: Both Parties commit to aging gracefully, for the benefit of themselves and their partner.

5.4 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.), speaking respectfully about each other publicly and privately, and prioritizing their children's relationships with both parents regardless of marital status.

6. FINANCIAL CHANGES DURING MARRIAGE

6.1 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.

6.2 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).

6.3 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.

7. INHERITANCE AND ESTATE RIGHTS WAIVER

7.1 Complete Inheritance Waiver: Each Party waives all rights to inherit from the other's estate, including year's support rights under O.C.G.A. § 53-3-1, elective share rights, family allowances, and other statutory inheritance rights under Georgia law.

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

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

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, Party B shall pay all mediation costs up to the lesser of (i) 2% of Party B's gross annual income at time of mediation, 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, the other Party shall advance reasonable attorney fees up to the lesser of (i) 2% of Party B's gross annual income at time of request, or (ii) \$25,000, total across all proceedings. Advanced fees shall be: (a) Reimbursed from any award or settlement received by the represented Party; or (b) Reimbursed within 24 months if no recovery occurs, unless reimbursement would cause severe financial hardship as determined by the arbitrator or court.

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.

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.

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 Penalties: Violations result in:

- (a) Immediate injunctive relief;
- (b) General privacy 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/malicious breaches: the highest of (i) disgorgement of all profits; (ii) actual damages including reputational harm and emotional distress; (iii) \$20,000; or (iv) 4% of annual household income;
- (e) Attorney fees paid by breaching Party;

(f) Each week of continuing violation constitutes a separate breach.

(g) Claimed violations must be documented with clear evidence. Either Party may submit disputes to the arbitrator under Section 8 for determination.

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 Acknowledgement: 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 certain disclosure rights to the fullest extent permitted under Georgia law and any other legal principle.

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

12.3 Full and Fair Disclosure Provided: Each Party acknowledges receiving full and fair disclosure of the other Party's property and financial obligations through Exhibits A and B, which include all material assets, debts, income sources, and financial obligations. Under Georgia law, parties may waive additional disclosure if they have received adequate information or have actual knowledge of the other party's finances. Both

Parties confirm they have adequate knowledge of each other's financial circumstances to make an informed decision.

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 Acknowledgment: Each Party acknowledges independent counsel advisement regarding this waiver's significance.

13. PRE-MARRIAGE ASSET UPDATE REQUIREMENT

13.1 Mandatory Updated Disclosure: Between 30-60 days before marriage, parties shall exchange updated asset schedules.

13.2 Reaffirmation: Both parties shall execute written acknowledgment confirming this Agreement remains fully effective.

13.3 Mutual Obligation: The parties commit to exchanging these updates as a continuation on their path towards marriage. Failure to complete updates does not invalidate this Agreement, which remains enforceable under Section 14, but indicates uncertainty about committing to the marriage, which may cause the other party to reconsider the wedding. The parties choose to commit to exchanging these updates, proceeding with marriage, and building a lifetime union together.

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 and Time for Counsel: Each Party acknowledges they have had adequate time and opportunity to consult with independent legal counsel of their choice regarding this Agreement's terms, legal effects, and enforceability under Georgia law. Under Georgia law, each Party must have "time and opportunity" to speak with an attorney before signing, though actual retention of counsel is not required. Both Parties either: (a) retained independent counsel who reviewed this Agreement and provided legal advice; OR (b) were offered adequate opportunity to retain counsel and voluntarily chose not to do so with full understanding of the risks of proceeding without legal representation.

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 Georgia Law: This Agreement is governed by Georgia law as of execution date, including the common law standards established in *Scherer v. Scherer*, 249 Ga. 635 (1982) and its progeny, regardless of domicile or asset location. Future law amendments reducing enforceability shall not apply retroactively.

16.2 Jurisdiction: Each Party submits to Georgia jurisdiction and waives forum non conveniens defenses. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger prenuptial protections than Georgia. Judgments inconsistent with this Agreement are void.

16.3 Law Selection: The Parties agree that Georgia law provides the appropriate framework for this Agreement. To the extent any other jurisdiction's law might apply, the Parties intend that such law be applied in a manner consistent with Georgia's enforcement of premarital agreements under the standards set forth in *Scherer v. Scherer*, 249 Ga. 635 (1982), and neither Party shall forum shop to jurisdictions with weaker prenuptial protections.

16.4 Validity and Enforceability Standard: Under Georgia law, this Agreement is enforceable if the party seeking enforcement proves: (1) the agreement was not the result of fraud, duress, mistake, misrepresentation, or nondisclosure of material facts; (2) the agreement was not unconscionable at execution; and (3) taking into account all relevant facts and circumstances, including changes beyond the parties' contemplation when executed, enforcement would be neither unfair nor unreasonable. The burden of proof rests on the party seeking enforcement (*Blige v. Blige*, 283 Ga. 65 (2008)).

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.

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 either: (a) received full financial disclosure with reasonable opportunity for verification; OR (b) knowingly and voluntarily waived disclosure rights as detailed in Section 12.

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

20.4 Maximum Statutory Waiver: Each Party understands they are waiving statutory rights to property division, spousal support, inheritance claims, and other marital rights to the fullest extent permitted under Georgia law (including O.C.G.A. § 53-3-1 regarding year's support and equitable distribution principles under Georgia common law).

20.5 Comprehensive Acknowledgments: Each Party acknowledges they have had full opportunity to understand this Agreement, review financial disclosures, obtain counsel, and execute voluntarily. Each Party confirms no duress, coercion, undue influence, fraud, or overreaching exists. Under Georgia law (*Scherer v. Scherer*, 249 Ga. 635 (1982); *Mallen v. Mallen*, 279 Ga. 116 (2005)), courts review both unconscionability at execution AND whether changed circumstances make enforcement unfair or unreasonable. Both Parties affirm this Agreement is not unconscionable at execution and acknowledge that ordinary changes in financial circumstances during marriage (including substantial wealth increases or decreases) were foreseeable and shall not render this Agreement unenforceable. Both Parties have carefully considered their respective post-divorce financial positions and agree this Agreement makes reasonable provision given their current circumstances, assets, earning capacity, and contemplated marital relationship.

21. EXECUTION

PARTY ATTESTATION

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]

NOTARIZATION REQUIREMENT

STATE OF GEORGIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by [Party A Name] and [Party B Name].

Notary Public

My Commission Expires: _____

WITNESS ATTESTATION

The undersigned witnesses certify that both Parties signed this Agreement in their presence on the date indicated above, and that both Parties appeared to understand the nature and effect of this Agreement and signed voluntarily.

Witness 1: _____ Date: _____

Print Name: _____

Witness 2: _____ Date: _____

Print Name: _____

(At least one witness must be a notary public per O.C.G.A. § 19-3-62)

ATTORNEY CERTIFICATION FOR PARTY A

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

- I have reviewed this Agreement with my client
- I have explained the legal implications and consequences to my client
- I have answered all of my client's questions
- My client has had adequate time to consider this Agreement
- To the best of my knowledge, my client's execution is voluntary, informed, and free from duress or coercion
- My client appears to have the mental capacity to understand this Agreement

Party A initials _____

Party B initials _____

- I believe my client fully understands what they are signing

Attorney Name, Bar Number	Date
---------------------------	------

ATTORNEY CERTIFICATION FOR PARTY B

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

- I have reviewed this Agreement with my client
- I have explained the legal implications and consequences to my client
- I have answered all of my client's questions
- My client has had adequate time to consider this Agreement
- To the best of my knowledge, my client's execution is voluntary, informed, and free from duress or coercion
- My client appears to have the mental capacity to understand this Agreement
- I believe my client fully understands what they are signing

Attorney Name, Bar Number	Date
---------------------------	------

***This prenuptial agreement template is provided free for personal, non-commercial use only. We want to help you get married. Commercial use, including but not limited to use by law firms, tech companies, or any for-profit services, is strictly prohibited. You cannot copy this document, or parts of it, and charge people to use it.**

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