

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, 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 to the other 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 – were contemplated and foreseen at execution, and each Party waives any claim that such changes were unforeseen or constitute changed circumstances rendering enforcement unfair or unreasonable;

WHEREAS, each Party has been advised of their right to retain independent legal counsel, has had adequate opportunity to do so, has carefully read and reviewed this Agreement, understands its terms and legal effect, and enters into it voluntarily and without coercion, duress, or undue influence, believing it fair and reasonable under the circumstances 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. A deed, account registration, or beneficiary designation alone – without such written transmutation agreement – does not effect a transmutation.

2.7 Business Interests During Marriage: Separate business interests remain entirely separate property regardless of spousal involvement, consultation, assistance, or

contribution during marriage, provided the non-owner spouse did not make direct documented capital contributions or become a legal co-owner of the business entity. 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 either Party places in an irrevocable trust remain that settlor's separate property, and the non-settlor Party acquires no marital claim to the trust principal, remainder, or appreciation by reason of the marriage. This Section does not purport to waive any distribution actually made to the non-settlor Party as a named beneficiary.

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: Each Party waives all rights to alimony, spousal support, and maintenance – temporary, rehabilitative, or permanent – except the limited support provided in this Section 4. Each acknowledges that the other's separate property, education, skills, earning capacity, and share of any joint residence provide a means of self-support, and each is committed to workforce participation.

4.2 Temporary Support. This Agreement does not waive temporary (pendente lite) support, which a court may set at its discretion. Any temporary support paid is credited against the Section 4.13 lifetime cap and first offsets future obligations; any excess not so offset shall be reimbursed within 120 days, to the extent the recipient is reasonably able to pay.

4.3 Self-Support and Employment: 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) the recipient's capacity for self-support through employment. Support reduces by 50% if the recipient has not obtained Employment (as defined in 4.5) within 24 months of divorce, provided such reduction does not cause the recipient's total monthly income (support plus employment income plus income from separate property) to fall below 100% of the Federal Poverty Level for the applicable household size.

4.4 Children of the Marriage Definition: "Children of the Marriage" means legally adopted or 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:

- 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 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 support is payable and the calculated amount would drop the recipient's total monthly income (support plus employment and separate-property income) below 100% of the Federal Poverty Level for their household size, support is raised to that floor, but never above the Maximum Cap.

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:

- Less than 5 years: 10%
- 5 to less than 10 years: 15%
- 10 to less than 15 years: 20%
- 15 to less than 20 years: 25%
- 20 to less than 25 years: 30%
- 25 to less than 30 years: 35%
- 30 years or more: 40%

Example: A 12-year marriage = 2.4 years of support (20% × 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 Payor Income Floor: No support is payable for any period in which the payor's gross annual income is below 250% of the Federal Poverty Level for a single person, or has involuntarily dropped below 75% of their gross income the year before execution due to job loss, disability, or business closure beyond the payor's control.

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 Modification and Changed Circumstances. Neither Party may seek modification except for a change in circumstances that was both extreme and genuinely unforeseeable at execution. The Parties expressly foresaw, and each waives any claim of unforeseeability as to: dissolution, workforce departures, income or employment changes, health issues, economic conditions, caregiving, and childcare decisions. The Parties acknowledge that under *Scherer v. Scherer*, 249 Ga. 635 (1982), a court may assess at enforcement whether changed circumstances render enforcement unfair, and have structured this Section to remain conscionable in any event.

4.12 Verification: The payor may require genetic testing, at the requesting Party's cost, to verify that a child is a Child of the Marriage under Section 4.4. Only children confirmed as Children of the Marriage count toward the number of children in the Section 4.7 support calculation.

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 Fairness Acknowledgment. The Parties, each advised by independent counsel and aware of the other's financial circumstances and earning potential, agree that the support in this Section – combined with the recipient's separate property, earning capacity, education, and work history – provides a reasonable standard of living and will not leave the recipient destitute or eligible for public assistance. The Parties have structured these terms to be conscionable; any provision a court finds unconscionable or contrary to public policy shall be reformed to the minimum extent necessary and the remainder enforced.

5. LIFESTYLE CLAUSES

The clauses in this Section 5 are aspirational statements of the Parties' shared goals and values – precatory only, not binding. They create no duty, cause of action, or remedy, and shall not be considered in construing or enforcing any other provision of this Agreement.

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.

6.4 ERISA Retirement Rights: The Parties acknowledge that ERISA plan survivor rights can be waived only by the participant's spouse after marriage on the plan's required form; this Agreement is not itself such a waiver. Each Party shall execute any required spousal consent or waiver within thirty (30) days of the other's written request. Failure to do so within thirty (30) days is a material breach entitling the requesting Party to specific performance, actual damages including lost retirement benefits, and reasonable attorney fees and costs.

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, the higher-earning Party at time of mediation shall pay all mediation costs up to the lesser of (i) 2% of that Party's gross annual income, or (ii) \$10,000; (b) Unsuccessful Mediation: If no complete resolution is reached, both Parties shall share all mediation costs equally.

8.2 Extended Mediation Cost-Sharing: For mediation continuing beyond 60 days, costs shall be shared equally regardless of outcome.

8.3 Optional Arbitration: Either Party may terminate mediation and elect binding arbitration with 30 days' written notice after the initial 60-day period. Arbitration shall be conducted by a single arbitrator selected from AAA's family law panel, in the city where marital residence was established, with judgment final and non-appealable except for fraud or arbitrator misconduct. The arbitrator shall strictly apply this Agreement's terms without equitable modification.

8.4 Arbitration Costs: The Parties shall initially share arbitration costs equally. The arbitrator may reallocate costs based on the reasonableness of each Party's position and conduct during the proceedings.

8.5 Legal Representation Fund: If either Party lacks sufficient resources to retain competent counsel for any proceedings related to this Agreement, including mediation, arbitration, or court litigation, the higher-earning Party at time of request shall advance reasonable attorney fees up to the lesser of (i) 4% of that Party's gross annual income, or (ii) \$50,000, total across all proceedings to ensure adequate representation. Advanced fees shall be: (a) Reimbursed from any award or settlement received by the represented Party, or in full if the represented Party loses on all material issues per Section 8.7; or (b) Forgiven if no recovery occurs or if reimbursement would cause financial hardship. This cap represents the maximum obligation for legal representation assistance regardless of the number or type of proceedings.

8.6 Court Litigation - Limited Circumstances: Court proceedings are permitted only to: (a) Compel participation in mediation or arbitration; (b) Enforce an arbitration award; (c) Seek emergency relief where irreparable harm would occur.

8.7 Frivolous Challenge Penalty: A Party who challenges this Agreement's validity in court and loses on all material issues shall reimburse the other Party's reasonable attorney fees and costs, provided such reimbursement would not render this Agreement unconscionable.

8.8 Prevailing Party Attorney Fees: In mediation, arbitration, or permitted court proceedings, the prevailing Party may recover reasonable attorney fees and costs, subject to the arbitrator's or court's discretion based on the relative merits of each Party's position and financial circumstances.

8.9 Waiver of Jury Trial: Both Parties waive their right to a jury trial for any dispute relating to this Agreement.

8.10 Settlement Incentives: A dispute resolved within 30 days of filing bears no attorney-fee award to either Party. Either Party may request one 30-day suspension for reflection and consultation. This Section does not penalize a Party for raising a good-faith challenge to this Agreement's validity.

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. A breach entitles the non-breaching Party to injunctive relief and actual damages, and the arbitrator or court may award reasonable attorney fees.

9. LANGUAGE COMPREHENSION

9.1 English Language Agreement: This Agreement is written in English. Each Party acknowledges they have read, understood, and voluntarily agreed to all terms herein.

9.2 Non-Native Speaker Protections: Any Party whose native language is not English represents that they have: (a) Sufficient English proficiency to understand this Agreement's terms and legal consequences; or (b) Consulted with a qualified attorney or certified translator fluent in their native language who explained this Agreement's terms and implications.

9.3 Waiver of Language Claims: Each Party irrevocably waives any future claim that they: (a) Did not understand this Agreement due to language barriers; (b) Were denied adequate opportunity to obtain translation or native-language legal counsel; (c) Signed this Agreement without full comprehension of its terms or consequences.

9.4 Translation Available: Each Party acknowledges they had the right to request a written translation of this Agreement in their native language prior to execution, and either obtained such translation, declined it, or confirmed sufficient English proficiency to proceed without one.

10. PRIVACY AND CONFIDENTIALITY

10.1 Confidentiality Obligations: The Parties agree to maintain strict confidentiality regarding: (a) the existence, terms, and contents of this Agreement; (b) private communications, conversations, and personal matters; (c) financial information; (d) personal photographs, videos, or recordings; (e) medical, mental health, or counseling information; (f) family relationships, personal struggles, or embarrassing incidents; and (g) children's private matters by: limiting online sharing to private family/friend settings not publicly searchable; avoiding embarrassing or exploitative content; prohibiting use of children's images or information for personal gain, business promotion, or social media influence; and prioritizing children's long-term dignity and privacy interests over parental sharing preferences.

10.2 Respectful Communication: During and after marriage, both Parties shall speak respectfully about each other, refrain from disparaging statements, avoid sharing private marital details publicly or on social media, and maintain dignified communication.

10.3 Commercial Exploitation Prohibition: Neither Party may commercially exploit the other's name, image, likeness, or reputation through: (a) selling or licensing photographs, videos, or recordings; (b) publishing books, articles, or monetizing interviews about the marriage; (c) participating in tell-all media; or (d) interfering with professional relationships.

10.4 Enforcement and Remedies: A violation entitles the non-breaching Party to injunctive relief and actual damages. Where actual damages are impractical to determine, the Parties agree liquidated damages of \$4,000 per violation are a reasonable estimate and not a penalty; for commercial exploitation or willful breach, the greater of actual damages, disgorged profits, or \$20,000. A court or arbitrator may reduce any amount it finds punitive and shall award the prevailing Party reasonable attorney fees.

10.5 Binding Nature: These obligations survive termination of the marriage and continue indefinitely, to the extent enforceable under applicable law.

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 limit discovery to the extent permitted by law. Discovery shall be available only as a court finds necessary to a fair hearing on a claim 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. OPTIONAL PRE-MARRIAGE ASSET UPDATE

13.1 Recommended Update: The Parties are encouraged, but not required, to exchange updated asset and liability schedules between thirty (30) and ninety (90) days before the marriage date. Any such updated schedules shall be attached as supplements to Exhibits A and B and identified as such.

13.2 Reaffirmation: If updated schedules are exchanged, the Parties may execute a written acknowledgment confirming this Agreement remains fully effective as modified only by the updated schedules. Such acknowledgment does not modify any substantive term of this Agreement.

13.3 No Effect on Enforceability: The exchange of updated schedules is recommended practice only. Failure to exchange updated schedules, or to execute any reaffirmation, shall not invalidate, modify, or affect the enforceability of this Agreement in any respect. The disclosures in Exhibits A and B as of the execution date of this Agreement remain the operative disclosures for all purposes.

14. ASSET CHANGES AND CONTINUED VALIDITY

14.1 Primary Enforceability: This Agreement remains valid regardless of post-execution changes in assets, income, or net worth, whether disclosed or undisclosed.

14.2 Challenge Waiver: Each party waives challenges based on post-execution asset changes, market fluctuations, or failure to disclose changes.

14.3 Time-Independent Validity: Enforceability does not depend on timing between execution and marriage or compliance with update requirements.

15. INDEPENDENT LEGAL COUNSEL

15.1 Opportunity 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 the jurisdiction of Georgia courts for any dispute under this Agreement and waives any forum non conveniens defense. The Parties intend that Georgia law govern enforceability wherever this Agreement is enforced, and that no Party seek a forum chosen to apply weaker premarital-agreement protections than Georgia provides.

16.3 Law Selection: The Parties agree Georgia law provides the appropriate framework for this Agreement. To the extent another jurisdiction's law applies, the Parties intend it be applied consistently with Georgia's enforcement standards under *Scherer v. Scherer*, 249 Ga. 635 (1982).

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 in final form to the other Party at least thirty (30) days before execution; (b) is signed by both Parties before a notary public; and (c) is accompanied by written acknowledgment from each Party's independent counsel confirming review of the modification and the client's understanding of its terms and legal effect.

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

18. SEVERABILITY

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

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

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

19. EFFECTIVE DATE AND TIMING

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

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

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, to the fullest extent permitted under Georgia law, statutory and common-law rights to equitable division of marital property, spousal support, and inheritance – including year's support under O.C.G.A. § 53-3-1 – except as expressly provided in this Agreement.

20.5 Comprehensive Acknowledgments: Each Party has had full opportunity to understand this Agreement, review disclosures, obtain counsel, and execute voluntarily, and confirms no duress, coercion, undue influence, fraud, or overreaching. Under Georgia law (*Scherer v. Scherer*, 249 Ga. 635 (1982); *Mallen v. Mallen*, 280 Ga. 43 (2005)), courts review both unconscionability at execution and whether changed circumstances make enforcement unfair. The Parties affirm this Agreement is not unconscionable, that ordinary financial changes during marriage (including substantial wealth increases or decreases) were foreseeable and shall not render it unenforceable, and that it makes reasonable provision given their circumstances, assets, and earning capacity.

21. EXECUTION

Party A initials _____

15

Party B initials _____

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:

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.
5. I observed no indication of impaired mental capacity, intoxication, duress, undue influence, or coercion.
6. To the best of my knowledge, my client's execution of this Agreement is knowing, voluntary, and informed.
7. My client signed this Agreement in my presence on the date shown below.

Attorney Name, Bar Number

Date

ATTORNEY CERTIFICATION FOR PARTY B

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

1. I am independent counsel, separately retained by Party B, and do not represent Party A.
2. I have reviewed this Agreement in full with my client and explained its legal implications and consequences, including the marital, statutory, and common-law rights being waived.
3. I have answered all of my client's questions.
4. My client received this Agreement at least seven (7) days before execution and before the wedding date.
5. I observed no indication of impaired mental capacity, intoxication, duress, undue influence, or coercion.
6. To the best of my knowledge, my client's execution of this Agreement is knowing, voluntary, and informed.
7. My client signed this Agreement in my presence on the date shown below.

Attorney Name, Bar Number

Date

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