

## INDIANA PRENUPTIAL AGREEMENT

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

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

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

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

### RECITALS

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

WHEREAS, Party A is employed by [Employer] as [Title] and Party B is employed by [Employer] as [Title], and each Party has made full, fair, and complete disclosure of their assets, liabilities, income, and financial circumstances – including compensation, equity, and ownership interests – as set forth in Exhibits A and B;

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

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

WHEREAS, the Parties desire that this Agreement be governed by the laws of Indiana and intend for it to be legally binding and enforceable;

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

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### 1. DEFINITIONS

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

income, gifts, inheritances, digital assets (cryptocurrency, NFTs, digital wallets, online accounts), intellectual property (patents, copyrights, source code, websites whether active or dormant), and all appreciation, growth, income, returns, and future development or commercialization thereof.

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

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

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

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

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## 2. SEPARATE PROPERTY

2.1 **Ownership and Control:** Each Party retains sole and exclusive ownership, control, and management of their separate property as defined in Section 1.1. All appreciation, income, returns, growth, and increases in value of separate property remain separate property, including but not limited to: investment gains, real estate appreciation, retirement account growth, business value increases, and any other form of asset appreciation or income generation.

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 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.

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### 3. JOINT PROPERTY

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

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

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

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

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

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

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

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

(a) Either Party may elect to purchase the other's proportional share at fair market value determined by: (i) mutual agreement; (ii) if no agreement within 30 days, the median of

three valuations from the largest online real estate platforms by market share (currently Zillow, Redfin, and Realtor.com) on the same date; or (iii) if online values vary by >20% or are unavailable, the average of two certified appraisals (one per Party);

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

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

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

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#### 4. ALIMONY/SPOUSAL SUPPORT

**4.1 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 under Indiana Code 31-15-4-8, but all temporary support shall be credited against the Section 4.12 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 Employment Requirement:** "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. Support reduces by 50% if recipient has not obtained Employment within 18 months of divorce filing, unless the reduction would cause recipient's total monthly income to fall below 100% FPL for recipient's 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 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.

**4.6 Support Calculation:** Monthly support shall be calculated as follows:

- 0 Children: 0% of payor's net income (no support)
- 1 Child: 1% of payor's net income
- 2 Children: 2% of payor's net income
- 3 Children: 3% of payor's net income
- 4 Children: 4% of payor's net income
- 5 Children: 5% of payor's net income
- 6+ Children: 6% of payor's net income

**De minimis exception:** No support is payable if the calculated monthly amount is less than \$300.

**Maximum:** \$3,000 per month.

Child support is determined separately under Indiana law (Indiana Code 31-16-6) and cannot be limited by this Agreement, as required by Indiana Code 31-11-3-5(b).

**4.7 Duration Limits:** The support duration shall be calculated as a percentage of marriage length, as defined below:

- Less than 5 years: 0% (no support)
- 5 to less than 10 years: 5%
- 10 to less than 15 years: 10%
- 15 years or more: 15%, capped at 3 years total

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

**4.9 Automatic Termination:** Support immediately ceases upon the earliest of: (a) recipient's remarriage; (b) recipient's cohabitation with another person in a conjugal relationship for 60 or more consecutive days; (c) recipient's death; (d) payor's death; or (e) duration limit expiration.

**4.10 No Modification:** Support terms are final and non-modifiable except as required by Indiana Code 31-11-3-8(b) to avoid extreme hardship that would render recipient eligible for public assistance under circumstances not reasonably foreseeable at execution. The Parties acknowledge the following as foreseeable: dissolution, workforce departures, income changes, health conditions short of permanent incapacity, economic conditions, and childcare decisions.

**4.11 Verification:** Payor may require genetic testing to verify biological parentage at any time, with costs borne by the requesting party. Discovery of non-paternity re-calculates the number of children under 4.6.

**4.12 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: 40% (marriages <10 years), 50% (10-20 years), or 60% (>20 years).

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## 5. LIFESTYLE CLAUSES

The clauses in this section are aspirational only – not legally enforceable, creating no actionable rights or remedies, and not admissible to interpret or modify 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. In this way, both Parties have a domain where they lead, where they support, and benefit from the complementary support and leadership provided by the other party.

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

- Staying in the workforce as long as comfortably feasible during childbearing
- Return to work at least by the time the youngest child enters preschool
- Full workforce participation when youngest child enters high school, and certainly by age 18

Both Parties acknowledge that Indiana permits courts to consider each spouse's contributions and economic circumstances when dividing property. This Agreement's workforce expectations establish that both Parties intend mutual economic contribution as a fundamental term of their marriage, and that extended workforce departure without return contradicts these foundational expectations.

**5.3 Aging Gracefully:** Both Parties commit to aging gracefully.

**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.)
  - 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
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## 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.

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## 7. INHERITANCE AND ESTATE RIGHTS WAIVER

**7.1 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 Indiana 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.

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## 8. DISPUTE RESOLUTION AND ATTORNEY FEES

**8.1 Mandatory Mediation:** Any dispute arising under this Agreement must first be submitted to mediation with a qualified family law mediator. Both Parties must participate in good faith for at least three (3) full sessions over a minimum of 60 days.

Mediation costs shall be allocated as follows: (a) **Successful Mediation:** If a written settlement agreement signed by both Parties resolves all disputed issues, the higher-earning Party at time of mediation shall pay all mediation costs up to the lesser of (i) 2% of that Party's gross annual income, or (ii) \$10,000; (b) **Unsuccessful Mediation:** If no complete resolution is reached, both Parties shall share all mediation costs equally.

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

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

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

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

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

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

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

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

**8.10 Settlement Incentives:** Any dispute resolved within 30 days of initial filing pays no attorney fees to either party. Either party may request one 30-day suspension of proceedings for reflection and consultation.

**8.11 Confidentiality of Proceedings:** All mediation, arbitration, and court proceedings under this Agreement shall be confidential. Neither Party may disclose pleadings, testimony, exhibits, or settlement positions to third parties except counsel, financial advisors, or as required by law. Violations trigger the penalties in Section 10.4.

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## 9. LANGUAGE COMPREHENSION

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

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

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

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

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## 10. PRIVACY AND CONFIDENTIALITY

**10.1 Confidentiality Obligations:** The Parties agree to maintain strict confidentiality regarding: (a) the existence, terms, and contents of this Agreement; (b) private communications, conversations, and personal matters; (c) financial information; (d) personal photographs, videos, or recordings; (e) medical, mental health, or counseling information; (f) family relationships, personal struggles, or embarrassing incidents; and (g) children's private matters by: limiting online sharing to private family/friend settings

not publicly searchable; avoiding embarrassing or exploitative content; prohibiting use of children's images or information for personal gain, business promotion, or social media influence; and prioritizing children's long-term dignity and privacy interests over parental sharing preferences.

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

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

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

**10.5 Binding Nature:** All obligations survive marriage termination permanently.

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

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## 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. While Indiana law does not require financial disclosure for pre-nup validity (see *Hunsberger v. Hunsberger*, 653 N.E.2d 118), the Parties voluntarily provide this disclosure to demonstrate fairness and good faith.

**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 agree that discovery in any proceeding to enforce or challenge this Agreement should be narrowly tailored to the issues of voluntariness and unconscionability at execution under Indiana Code 31-11-3-8. Both Parties shall cooperate to minimize discovery costs and scope consistent with due process.

## 12. COMPREHENSIVE FINANCIAL DISCLOSURE WAIVER

**12.1 Knowing and Voluntary Waiver:** Each Party expressly, knowingly, and voluntarily waives all disclosure rights under Indiana Code 31-11-3, UPAA, 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 Acknowledgment:** Each Party acknowledges that Indiana Code 31-11-3 does not require financial disclosure for prenup validity, but both Parties have chosen to provide disclosure voluntarily.

**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.

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## 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.

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#### 15. INDEPENDENT LEGAL COUNSEL

15.1 **Opportunity for Counsel:** Each Party acknowledges they have had the opportunity to consult with independent legal counsel of their choice regarding the terms and effects of this Agreement.

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

15.3 **Waiver of Counsel:** If either Party chose not to retain counsel, such waiver was made voluntarily in writing with full understanding of the rights being relinquished (attached as an Exhibit, if applicable).

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#### 16. GOVERNING LAW AND ENFORCEABILITY

16.1 **Indiana Law:** This Agreement is governed by Indiana law as of execution date, including the Indiana Uniform Premarital Agreement Act (Indiana Code 31-11-3), regardless of domicile or asset location. Future law amendments reducing enforceability shall not apply retroactively.

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

16.3 **Validity:** This Agreement is presumed valid. The challenging party must prove by preponderance of evidence that: (1) they did not execute voluntarily; OR (2) the Agreement was unconscionable when executed. Unconscionability is determined as a matter of law by the court pursuant to Indiana Code 31-11-3-8(c).

## 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.

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## 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.

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## 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.

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## 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 all statutory rights to property division, spousal support, inheritance claims, and any other marital rights to the fullest extent permitted under Indiana Code 31-11-3.

**20.5 Indiana-Specific Acknowledgments:** Each Party acknowledges that: (a) Indiana follows a "marital pot" theory where all property may be divided in divorce absent a valid prenup; (b) This Agreement overrides Indiana's default equitable distribution; (c) Indiana courts may award maintenance only in extremely limited circumstances under Indiana Code 31-15-7-2 (physical/mental incapacity, lack of sufficient assets, or rehabilitative support for education/training); (d) This Agreement waives substantially more rights than Indiana law would otherwise provide; (e) Each Party has been advised of Indiana's unique property laws and maintenance limitations; (f) Each Party acknowledges the holdings in Thompson v. Wolfram (appreciation must be explicitly protected) and Fetters v. Fetters (unconscionability considers totality of circumstances including age, education, counsel, and understanding).

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## 21. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

\_\_\_\_\_ Date: \_\_\_\_\_ Party A: [Party A Name]

Party A initials\_\_\_\_\_

Party B initials\_\_\_\_\_



Printed Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

[Notary Seal]

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**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

**NOTARY ACKNOWLEDGMENT FOR PARTY B**

*The Notary below may be Party B's attorney (if commissioned) or a separate notary public.*

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_, Party B personally appeared before me,  personally known to me or  proved by satisfactory evidence, and acknowledged executing this Agreement for the purposes contained therein. I certify under penalty of perjury that the foregoing is true and correct.

Party A initials \_\_\_\_\_

Party B initials \_\_\_\_\_

