

KENTUCKY 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 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 respective 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 existing at the time of execution;

WHEREAS, the Parties desire that this Agreement be governed by the laws of Kentucky 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 separate property. Marital claims arise only from: (a) direct documented capital contributions

(money, property, or assets transferred to the business), or (b) formal legal co-ownership. Indirect contributions (consultation, advice, support, household management) create no marital interest unless both parties execute a written agreement during marriage specifying the contribution, value, and ownership percentage. Absent such documentation, no marital interest exists.

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 rehabilitative or permanent, except as specifically provided herein. Any temporary support paid during proceedings shall be credited dollar-for-dollar against the total support obligation under this Section 4, applied to either monthly amounts or duration at payor's election.

4.2 Uniform Application: Section 4 terms apply uniformly at all stages (temporary, pendente lite, interim, final, post-judgment), with no distinction between temporary and permanent support. The Parties intend Section 4 to govern all support determinations. Excess temporary support paid during validity challenges shall be credited or reimbursed to payor within 30 days of the Agreement being upheld.

4.3 Children of the Marriage Definition: "Children of the Marriage" means only children biologically of both Parties, whether conceived naturally or through IVF. For Section 4 spousal support only, any child not biologically payor's is excluded from the count. Payor may require genetic testing at any time at the requesting party's cost; a non-biological child is dropped and support recalculates prospectively. If recipient misrepresented or concealed parentage, payor may also recover the portion of prior support attributable to that child. This affects spousal support only – not child support, custody, or parentage, which a court decides separately under Kentucky law.

4.4 Employment Reduction: Support reduces by 50% if the recipient has not obtained employment within 24 months of divorce. "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.

4.5 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 equals the following percentage of payor's net income, minus 50% of recipient's net income, based on the number of Children of the Marriage:

- 0 Children: 4% of payor's net income
- 1 Child: 6% of payor's net income
- 2 Children: 8% of payor's net income
- 3 Children: 10% of payor's net income
- 4 Children: 12% of payor's net income
- 5 Children: 14% of payor's net income
- 6+ Children: 16% of payor's net income

Maximum: \$4,000 per month

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

- Less than 5 years: 5% of marriage length
- 5 to <10 years: 10% of marriage length
- 10 to <15 years: 15% of marriage length
- 15 to <20 years: 20% of marriage length
- 20 to <25 years: 25% of marriage length
- 25+ years: 30% of marriage length

4.8 Public-Assistance Floor. Notwithstanding any other provision of this Section 4 (including Section 4.10), support shall never be reduced below the amount needed to keep recipient ineligible for means-tested public assistance. If Sections 4.6 and 4.7 would leave recipient below 100% of the Federal Poverty Level for recipient's household size (including dependent children), support increases to that threshold. This floor applies regardless of payor's income and survives any challenge to other provisions.

4.9 Reformed Formula Fallback: If any support calculation under Section 4.6 or 4.7 is held unconscionable, it shall be reformed — not discarded — to the following percentages of payor's net income, minus 50% of recipient's net income, which the parties stipulate is fair and reasonable:

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

Duration shall be 40% of marriage length. The Section 4.8 floor and Section 4.13 cap continue to apply. If the court declines to apply this fallback, it shall reform the provision to the minimum extent necessary to render it enforceable, consistent with the parties' intent to limit support to the greatest degree Kentucky law allows.

4.10 Income Adjustment. Support under Sections 4.6 and 4.7 abates during any period payor's gross annual income falls below the greater of (a) 75% of payor's gross income the year before execution, or (b) 250% of the Federal Poverty Level for a single person — but never below the Section 4.8 floor.

4.11 Automatic Termination: Support permanently ceases on the earliest of: (a) recipient's remarriage; (b) recipient's cohabitation with a romantic partner for 90+ consecutive days, where the parties either share household and financial responsibilities or hold themselves out as a couple — excluding mere shared residence with family members or caregivers; (c) recipient's death; (d) payor's death; or (e) expiration of the Section 4.7 duration limit.

4.12 No Modification: Neither party may seek modification absent clear and convincing evidence of circumstances not reasonably foreseeable at execution that would otherwise render a party eligible for means-tested public assistance or unable to meet basic needs. The parties acknowledge as foreseeable, and as non-grounds for modification: dissolution, voluntary or involuntary workforce departures, income or employment changes, health changes, economic conditions, and childcare decisions. Section 4.8 is not waived.

4.13 Support Cap: Total lifetime support shall not exceed the LESSER of: (a) The amounts calculated under Sections 4.6 and 4.7; or (b) Payor's average annual net income multiplied by:

- Marriages <15 years: 100%
- Marriages 15-25 years: 150%
- Marriages 25+ years: 200%

4.14 Post-Divorce Income: Support shall not be modified based on increases in payor's income after the divorce filing — including promotions, bonuses, raises, business growth, investment returns, inheritances, gifts, or higher-paying employment. The parties intend that payor's post-filing earnings remain payor's alone and outside any support calculation.

5. LIFESTYLE CLAUSES

This Section is precatory and aspirational only — it expresses the Parties' shared hopes and values, is not legally binding or enforceable, and carries no remedy. Its validity or invalidity has no bearing on any other provision, all of which remain fully effective and severable per Section 17.

5.1 Shared Responsibilities: The Parties commit to building a successful family through equal overall contributions. Family responsibilities typically divide into financial and domestic domains. Each Party may lead in one domain (60-70%) while supporting in the

other (30-40%), creating a reciprocal balance and shared benefit. For example, one party may contribute 60-70% financially and 30-40% to domestic responsibilities. The other party may contribute 30-40% financially and 60-70% domestically.

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

Both Parties recognize that maintaining career skills strengthens long-term family financial security. This reflects shared values about economic partnership and mutual responsibility.

5.3 Conflict Resolution and Family Preservation:

- In case of marital difficulties, both Parties commit to preserving family unity through creative living arrangements if necessary (separate bedrooms, nearby homes, etc.)
- Both Parties agree to speak respectfully about each other publicly and privately
- Both Parties commit to prioritizing their children's relationships with both parents regardless of marital status

6. INHERITANCE AND ESTATE RIGHTS WAIVER

6.1 Complete Inheritance Waiver: Each Party waives all rights to inherit from the other's estate, including spousal election rights, homestead allowances, family allowances, and other statutory inheritance rights under Kentucky law, including dower and curtesy rights under KRS Chapter 392, homestead allowances under KRS 427.060-427.090, and exempt property allowances under KRS 391.030.

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

6.3 Binding Waiver: These inheritance waivers remain in effect regardless of changed circumstances or domicile, to the fullest extent Kentucky law permits at the time of enforcement.

6.4 ERISA Retirement Rights: The Parties acknowledge that ERISA spousal survivor rights cannot be waived before marriage and can be waived only by the participant's spouse on the plan's forms after marriage. Each Party agrees to execute any such spousal consent or beneficiary waiver within thirty (30) days of the other's written request. Failure to do so is a material breach entitling the requesting Party to specific performance, liquidated damages of \$25,000, and reasonable attorney fees and costs.

7. FINANCIAL CHANGES DURING MARRIAGE

7.1 Binding Regardless of Changes: The Parties acknowledge that their financial circumstances may change significantly during marriage, including substantial increases or decreases in income, assets, or liabilities. This Agreement remains binding regardless of such changes.

7.2 No Implied Modifications: Changes in financial circumstances, whether foreseeable or unforeseeable, shall not modify, invalidate, or excuse performance under this Agreement unless modified in compliance with all requirements of Section 16 (Modification and Finality).

7.3 Commitment to Terms: Each Party affirms this Agreement reflects their current intentions and commits to honoring its terms regardless of future financial success, failure, or changed circumstances.

8. DISPUTE RESOLUTION AND ATTORNEY FEES

8.1 Mandatory Mediation: Any dispute arising under this Agreement must first be submitted to mediation with a qualified family law mediator. Both Parties must participate in good faith for at least three (3) full sessions over a minimum of 60 days. Mediation costs shall be allocated as follows: (a) Successful Mediation: If a written settlement agreement signed by both Parties resolves all disputed issues, the higher-earning Party at time of mediation shall pay all mediation costs up to the lesser of (i) 2% of that Party's gross annual income, or (ii) \$10,000; (b) Unsuccessful Mediation: If no complete resolution is reached, both Parties shall share all mediation costs equally.

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

8.3 Optional Arbitration: Either Party may terminate mediation and elect binding arbitration with 30 days' written notice after the initial 60-day period. Arbitration shall be conducted by a single arbitrator selected from AAA's family law panel, in the city where marital residence was established, with judgment final and non-appealable except for fraud or arbitrator misconduct. The arbitrator shall 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 to: (a) compel mediation or arbitration; (b) enforce or, to the limited extent law allows, review an award; (c) seek emergency relief; or (d) decide any matter a court may not delegate to arbitration, including issues affecting children.

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. Fees recoverable under this Section are reduced by any amount the losing Party already owes as reimbursement under Section 8.5, and shall not be awarded to the extent they would render this Agreement unconscionable.

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

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

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

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

9. LANGUAGE COMPREHENSION

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

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

9.3 Waiver of Language Claims: Each Party affirms they understood this Agreement's terms, had opportunity for translation or native-language counsel, and signed with comprehension. Nothing herein waives a Party's right to later assert a genuine lack of capacity or comprehension that Kentucky law does not permit to be waived.

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 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.

11. FINANCIAL DISCLOSURE AND DISCOVERY WAIVER

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

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

11.3 Discovery Limitation: The Parties have exchanged full disclosure in Exhibits A and B and agree no further pre-execution discovery is needed. This does not waive any discovery a court finds necessary to fairly adjudicate a claim of fraud, duress, or incapacity in execution. Each Party retains all discovery rights the law does not permit them to waive.

12. OPTIONAL PRE-MARRIAGE ASSET UPDATE

12.1 Recommended Update: The Parties are encouraged, but not required, to exchange updated asset and liability schedules between 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.

12.2 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.

12.3 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.

13. ASSET CHANGES AND CONTINUED VALIDITY

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

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

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

14. INDEPENDENT LEGAL COUNSEL

14.1 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.

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

14.3 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).

15. GOVERNING LAW AND ENFORCEABILITY

15.1 Governing Law: This Agreement is governed exclusively by Kentucky law, including KRS 403.190 and the standards of *Edwardson v. Edwardson*, 798 S.W.2d 941 (Ky. 1990) and *Gentry v. Gentry*, 798 S.W.2d 928 (Ky. 1990), regardless of the Parties' domicile, residence, or asset location. The Parties intend it to be valid under Kentucky law as in effect at execution and construed to give maximum effect to its terms to the fullest extent that law permits.

15.2 Jurisdiction and Venue: The Parties consent to jurisdiction and venue in Kentucky for any dispute under this Agreement, agree Kentucky is a convenient forum, and waive any forum non conveniens objection. This does not deprive any court of jurisdiction the law confers on it.

15.3 Validity and Enforcement Elsewhere: This Agreement is presumed valid, and each Party intends to be bound wherever enforcement is sought. If a court outside Kentucky declines to apply Kentucky law, the Parties intend enforcement to the greatest extent that forum permits. Each Party retains every remedy and defense the law affords.

16. MODIFICATION AND FINALITY

16.1 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.

16.2 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. This Section governs voluntary amendment by mutual agreement; court-ordered modification of support remains governed by Section 4.12.

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

17. SEVERABILITY

17.1 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.

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

17.3 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.

18. EFFECTIVE DATE AND TIMING

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

18.2 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.

18.3 Alternative 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.

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

19. COMPREHENSIVE ACKNOWLEDGMENTS

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

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

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

19.4 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 KRS 403.190 and the requirements established in *Edwardson v. Edwardson*, 798 S.W.2d 941 (Ky. 1990) and *Gentry v. Gentry*, 798 S.W.2d 928 (Ky. 1990).

19.5 Comprehensive Future Waiver: Each Party affirms, as a material inducement to the other, that they received and could verify full disclosure (Exhibits A and B), were advised to retain and had time to consult counsel, received this Agreement well before execution and the wedding, and signed knowingly and voluntarily. Each Party thus waives, to the fullest extent Kentucky law permits, any future claim of inadequate disclosure, insufficient time, or denial of counsel. This does not waive claims of fraud, duress, coercion, or incapacity – unwaivable in advance – but the above affirmations are evidence against any such claim.

20. EXECUTION

Party A initials _____

14

Party B initials _____

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

_____ Date: _____ Party A: [Party A Name]

_____ Date: _____ Party B: [Party B Name]

ATTORNEY CERTIFICATION FOR PARTY A

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

1. I am independent counsel, separately retained by Party A, and do not represent Party B.
2. I have reviewed this Agreement in full with my client and explained its legal implications and consequences, including the marital, statutory, and common-law rights being waived.
3. I have answered all of my client's questions.
4. My client received this Agreement at least seven (7) days before execution and before the wedding date.
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 A

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

State of _____ County of _____

On this _____ day of _____, **20**_____, Party A personally appeared before me, personally known to me or proved by satisfactory evidence, and

Party A initials_____

Party B initials_____

acknowledged executing this Agreement for the purposes contained therein. I certify under penalty of perjury that the foregoing is true and correct.

Notary Public Signature

Date

Printed Name: _____

Commission No.: _____ Expires: _____

[Notary Seal]

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.

Party A initials_____

Party B initials_____

