

MICHIGAN PRENUPTIAL AGREEMENT

This Prenuptial 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 attached hereto;

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 of their right to retain independent legal counsel, has had adequate opportunity to consult with counsel of their choosing, 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 Michigan 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: Business interests titled in one Party's name remain separate property. Claims based on contributions require clear and convincing

evidence of: (a) direct capital contributions exceeding \$50,000; (b) contemporaneous documentation; and (c) written acknowledgment by the owning Party.

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.

2.9 Court Equitable Authority: Michigan courts retain equitable authority under MCL 552.23(1) to invade separate property when the estate and effects awarded are insufficient for suitable support, and under MCL 552.401 when the other spouse contributed to the acquisition, improvement, or accumulation of the property. *Allard v. Allard*, 318 Mich. App. 583 (2017). The Parties intend this Agreement to produce an equitable result that does not require the court to exercise such authority.

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 under MCL 552.13 and MCL 552.23(1), whether temporary, rehabilitative, or permanent, except as provided herein, subject to courts' retained equitable authority under MCL 552.23(1) and MCL 552.401.

4.2 Temporary Support: Nothing herein limits statutory temporary support rights under MCL 552.13. All temporary support paid during proceedings counts against the Section 4.12 lifetime cap. If this Agreement is upheld and temporary support exceeded the monthly amount calculated under Section 4.7, the cumulative excess shall be recouped by reducing post-judgment monthly payments by 50% until the excess is fully offset.

4.3 Children of the Marriage. "Children of the Marriage" means only biological children of both Parties, whether conceived naturally or through assisted reproduction. Payor may request genetic testing to verify biological parentage at any time, with costs borne by the requesting party. A verified finding of non-paternity immediately terminates all support obligations attributable to that child and adjusts the support tier accordingly.

4.4 Employment Reduction: Support reduces by 50% if recipient has not obtained Employment within 24 months of divorce filing, provided reduction does not cause recipient's total monthly income to fall below 200% of Federal Poverty Level for applicable household size.

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 means the three-year average of payor's annual net income preceding divorce filing. If payor's most recent year shows involuntary income reduction exceeding 25% due to job loss, disability, or business closure, then most recent year controls.

4.7 Support Calculation: Monthly support calculated as follows:

- 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

Absolute Cap: Monthly support shall not exceed \$6,000 or 25% of payor's monthly net income, whichever is less.

Minimum: No support payable if calculated amount is below \$500/month.

Public Assistance Override: If waiving support would make recipient eligible for public assistance, court may order minimum necessary to avoid eligibility, not exceeding caps above.

Child Support Separate: Child support determined under MCL 552.605.

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

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

4.9 Income Floor: No support payable if payor's gross annual income falls below the greater of: (a) 75% of gross income in the year before executing this Agreement; or (b) \$35,000.

4.10 Automatic Termination: Support ceases upon earliest of: (a) Recipient's remarriage per MCL 552.13(2); (b) Recipient's cohabitation, defined as residing with another person in a romantic relationship for 60 or more consecutive days, where the parties share domestic or financial responsibilities, maintain a sexual or intimate relationship, or hold themselves out as a couple to third parties — any one indicator is sufficient; (c) Recipient's death; (d) Payor's death; or (e) Duration limit expiration.

4.11 Modification Standards: This Agreement may be set aside if the challenging party proves: (1) fraud, duress, mistake, or material misrepresentation/nondisclosure at execution; (2) unconscionability at execution; or (3) changed circumstances making enforcement unconscionable at time of divorce. Under *Reed v. Reed*, 265 Mich. App. 131

(2005), changes contemplated by parties at execution do not constitute grounds for modification. Courts apply a high bar requiring proof of unconscionability.

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

4.13 Acknowledgement: Each Party acknowledges these provisions, combined with their separate property, earning capacity, and joint property rights, constitute reasonable provision that will not result in unconscionable hardship or public assistance eligibility. Both Parties recognize that having children represents significant marital investment and this Agreement provides increasing support with larger families.

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 16.

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.

5.5 Fidelity: Each Party values the mutual expectation of fidelity and ongoing intimacy as foundational to a happy and long-lived marriage.

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 15 (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 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. INHERITANCE AND ESTATE RIGHTS WAIVER

7.1 Complete Inheritance Waiver: Each Party irrevocably waives all rights to inherit from the other's estate, including: (a) elective share (MCL 700.2202 through MCL 700.2206); (b) intestate succession (MCL 700.2101 through MCL 700.2114); (c) homestead allowance and exempt property (MCL 700.2401 through MCL 700.2405); and (d) all other statutory inheritance rights under Michigan or any other jurisdiction's 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.

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

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

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

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

8.8 Prevailing Party Attorney Fees: In mediation, arbitration, or permitted court proceedings, the prevailing Party may recover reasonable attorney fees and costs,

subject to the arbitrator's or court's discretion based on the relative merits of each Party's position and financial circumstances.

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

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

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

9. LANGUAGE COMPREHENSION

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

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

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

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

10. PRIVACY AND CONFIDENTIALITY

10.1 Confidentiality Obligations: The Parties agree to maintain strict confidentiality regarding: (a) the existence, terms, and contents of this Agreement; (b) private communications, conversations, and personal matters; (c) financial information; (d)

personal photographs, videos, or recordings; (e) medical, mental health, or counseling information; (f) family relationships, personal struggles, or embarrassing incidents; and (g) children's private matters by: limiting online sharing to private family/friend settings not publicly searchable; avoiding embarrassing or exploitative content; prohibiting use of children's images or information for personal gain, business promotion, or social media influence; and prioritizing children's long-term dignity and privacy interests over parental sharing preferences.

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

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

10.4 Enforcement and Remedies: 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 Disclosure: Each Party has provided complete and accurate financial disclosure through Asset and Liability Disclosure Schedules attached as Exhibits A and B, constituting fair and reasonable disclosure under Michigan law.

11.2 Reliance: Each Party acknowledges receiving, reviewing, and understanding the other's disclosures and relies on their completeness and accuracy.

11.3 Discovery Waiver: Parties waive all discovery rights except that constitutionally required for due process upon specific judicial finding of necessity to avoid denial of fair hearing on claims of fraud, duress, or incapacity.

12. ASSET CHANGES AND CONTINUED VALIDITY

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

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

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

13. INDEPENDENT LEGAL COUNSEL

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

13.2 **Counsel Not Required:** Michigan permits valid prenuptial agreements without independent counsel if parties had opportunity to obtain counsel, adequate review time, and executed voluntarily. *Reed v. Reed*, 265 Mich. App. 131 (2005).

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

13.4 **Waiver of Counsel:** If either Party chose not to retain counsel, such waiver was made voluntarily with full understanding of the rights being relinquished. Lack of counsel does not invalidate this Agreement under Michigan law.

14. GOVERNING LAW AND ENFORCEABILITY

14.1 **Michigan Law:** This Agreement is governed by Michigan law, including MCL 557.28 (prenuptial agreements statute, enacted 1981), regardless of domicile or asset location at enforcement.

14.2 **Jurisdiction:** Each Party submits to Michigan jurisdiction for enforcement. Either Party may alternatively enforce in any jurisdiction providing equal or stronger prenuptial protections.

14.3 **Validity Standard:** Under Michigan law, this Agreement is enforceable unless the challenging party proves: (1) the agreement was obtained through fraud, duress, mistake, or misrepresentation/nondisclosure of material fact; OR (2) the agreement was

unconscionable when executed; OR (3) facts and circumstances have changed since execution making enforcement unfair and unreasonable. See *Rinvelt v. Rinvelt*, 190 Mich. App. 372 (1991). The challenging party bears the burden of proof. *Reed v. Reed*, 265 Mich. App. 131 (2005).

14.4 Equitable Authority Preserved: Michigan courts retain equitable authority under MCL 552.23(1) to invade separate property when the estate and effects awarded are insufficient for suitable support, and under MCL 552.401 when the other spouse contributed to the acquisition, improvement, or accumulation of the property. *Allard v. Allard*, 318 Mich. App. 583 (2017). The Parties intend this Agreement to produce an equitable result that does not require the court to exercise such authority.

15. MODIFICATION AND FINALITY

15.1 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.

15.2 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.

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

16. SEVERABILITY

16.1 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.

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

16.3 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.

17. EFFECTIVE DATE AND TIMING

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

17.2 **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.

17.3 **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.

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

18. COMPREHENSIVE ACKNOWLEDGMENTS

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

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

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

18.4 **Maximum Statutory Waiver:** Each Party waives all statutory rights to property division, spousal support, inheritance, and other marital rights under Michigan law, including MCL 557.28 (premarital agreements), MCL 552.13 and MCL 552.23(1) (spousal support), MCL 552.401 (property invasion for contribution), and MCL 700.2202 through MCL 700.2206 (elective share), subject to courts' retained equitable authority under *Allard v. Allard*, 318 Mich. App. 583 (2017).

18.5 **Comprehensive Acknowledgments:** Each Party acknowledges full opportunity to understand this Agreement, review financial disclosures, obtain counsel, and execute voluntarily. Each Party confirms no duress, coercion, undue influence, fraud, or overreaching exists and affirms this Agreement is not unconscionable and is fair and reasonable under current circumstances as of execution. Under Michigan law, unconscionability is evaluated both at execution and enforcement. Both Parties acknowledge as foreseeable: long-term marriage, asset accumulation, business success/failure, income changes, illness, disability, and workforce departures. Both

Parties have carefully considered their respective post-divorce financial positions and agree this Agreement makes reasonable provision given their circumstances, assets, earning capacity, and contemplated marital relationship.

19. EXECUTION

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

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

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

ATTORNEY CERTIFICATION FOR PARTY A

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

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 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.

Notary Public Signature

Date

Printed Name: _____

Commission No.: _____ Expires: _____

[Notary Seal]

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

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