

OHIO PRENUPTIAL AGREEMENT

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

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

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

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

RECITALS

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

WHEREAS, Party A is employed by [Employer] as [Title] and Party B is employed by [Employer] as [Title];

WHEREAS, 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 the schedules attached hereto as 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, career sacrifice, or market conditions – are contemplated at execution and shall not constitute grounds to modify or invalidate this Agreement;

WHEREAS, each Party has had adequate time to review, consider, and negotiate this Agreement prior to execution;

WHEREAS, each Party has been advised of their right to be represented by independent legal counsel, has had sufficient opportunity to consult with counsel of their choosing, ask questions, and propose changes;

WHEREAS, each Party 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;

WHEREAS, each Party believes this Agreement is fair and reasonable under the circumstances existing at the time of execution;

WHEREAS, the Parties desire this Agreement be governed by Ohio law and be legally binding and enforceable under Ohio Revised Code §§ 3103.05 and 3103.06, and

precedent in *Gross v. Gross*, 11 Ohio St.3d 99 (1984), *Zimmie v. Zimmie*, 11 Ohio St.3d 94 (1984), and *Fletcher v. Fletcher*, 68 Ohio St.3d 464 (1994);

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, increased earning power (professional degrees, licenses, certifications, and earning capacity derived therefrom), 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 does not become joint property unless both Parties execute a written agreement specifically identifying the property and their intent to convert it. No deed, title change, account registration, or beneficiary designation – including adding a spouse to title – effects a transmutation without such written agreement.

2.7 Business Interests During Marriage: Business interests owned by either Party before marriage, or acquired during marriage in that Party's individual name, remain entirely separate property – including any appreciation. The non-owner spouse waives all claims regardless of indirect contributions, spousal involvement or assistance, or increases in business value. This waiver does not apply if the non-owner spouse: (a) makes direct documented capital contributions; (b) becomes a legal co-owner through ownership transfer; or (c) performs substantial, regular work as a W-2 employee or consultant receiving fair market compensation.

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.

2.9 Ohio Marital Property Waiver: The Parties acknowledge that under Ohio Revised Code § 3105.171, Ohio is an equitable distribution state that presumes marital property division. Both Parties expressly waive all rights to equitable distribution of the other Party's separate property and agree that separate property as defined in Section 1.1 shall not be subject to equitable distribution upon divorce, dissolution, or legal separation.

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: (Their total contributions ÷ Combined contributions of both Parties) × 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 Scope and Credits: Section 4 applies uniformly to temporary, pendente lite, and permanent spousal support. Temporary support awarded in excess of Section 4.5 shall be credited dollar-for-dollar against future support or refunded within 90 days of this Agreement being upheld. All temporary support counts against the Section 4.10 lifetime cap.

4.2 Employment and Self-Support: Both Parties acknowledge Recipient's capacity for self-support. If Recipient is not earning at least \$30,000 annually within 24 months of divorce, support reduces by 50% – provided Recipient's total monthly income (spousal support, child support, employment income, and separate-property income combined)

does not fall below 200% of the Federal Poverty Level for the applicable household size. Payor may request annual verification via tax returns, W-2s, or equivalent documentation.

4.3 Children of the Marriage: "Children of the Marriage" means biological children of both Parties (naturally conceived or via IVF) or children legally adopted by both Parties. Payor may require genetic testing at any time, at Payor's expense. If a child is not a Child of the Marriage, support under Section 4.5 recalculates excluding that child, and any excess paid shall be repaid or credited against future support.

4.4 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 preceding divorce filing, unless the most recent year is lower due to involuntary job loss, disability, or business closure beyond Payor's control – in which case, the most recent year applies.

4.5 Support Calculation: Monthly support shall be 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

Public Assistance Floor: If Section 4 would render Recipient eligible for public assistance (TANF, SNAP, Medicaid, housing or utility assistance), a court may award support sufficient to prevent such eligibility. The Parties acknowledge that Section 4 support, Recipient's actual or imputed income, child support under ORC §§ 3119.01–3119.76, separate property, and proportional share of any joint residence should prevent public assistance eligibility under foreseeable circumstances.

Child Support Separate: This Section governs spousal support only. Child support is determined separately under ORC §§ 3119.01–3119.76 and cannot be limited by this Agreement.

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

- Less than 5 years: 0% of marriage length (no support)
- 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

4.7 Income Floor: No support is payable if Payor's gross annual income falls below the greater of: (a) 75% of gross income in the year this Agreement was executed, or (b) 250% of the Federal Poverty Level for a single person.

4.8 Automatic Termination: Support ceases upon the earliest of: (a) Recipient's remarriage; (b) Recipient's cohabitation with another person in a romantic relationship for 60+ consecutive days, including holding out as a couple whether or not financial or domestic responsibilities overlap; (c) death of either Party; or (d) duration limit expiration under Section 4.6.

4.9 Modification: Neither Party may seek modification except as permitted under Ohio law. Under *Gross v. Gross*, spousal support provisions may be reviewed for unconscionability at divorce based on changed circumstances not reasonably foreseeable at execution. Both Parties acknowledge as foreseeable: dissolution, workforce departures, income changes, health issues, economic conditions, childcare decisions, business growth or decline, market fluctuations, and standard-of-living changes.

4.10 Lifetime Cap: Total lifetime support shall not exceed Payor's average annual net income (as defined in Section 4.4) multiplied by: 100% (marriages <10 years), 150% (10–20 years), or 200% (>20 years).

4.11 Adequacy and Ohio Legal Framework: The Parties acknowledge Section 4 provides reasonable support that will not leave Recipient destitute. Both Parties specifically considered long marriage duration (20–30+ years), multiple children (up to 6+), extended workforce departures, substantial income disparities, and limited separate property, and agree Section 4 is fair under these circumstances. The Parties acknowledge: under *Gross v. Gross*, 11 Ohio St.3d 99 (1984), spousal support is reviewed for unconscionability at divorce; under *Vanderbilt v. Vanderbilt*, 2014-Ohio-3652, support waivers are enforceable when changes were foreseeable; and under *Fletcher v. Fletcher*, 68 Ohio St.3d 464 (1994), disproportionate agreements require proof of full disclosure and meaningful opportunity for independent counsel, which both Parties confirm they had.

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 18.

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 to the extent reasonably possible given family circumstances. The Parties acknowledge that workforce decisions during marriage may be influenced by childcare needs, career opportunities, health situations, relocation, and changing family priorities. Any departure from workforce participation is a decision that may be made by either Party based on family circumstances. Such workforce decisions, including departures for childcare, are reasonably foreseeable at execution and do not create support obligations beyond those specified in Section 4.

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

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 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: ERISA spousal rights cannot be waived before marriage. Each Party shall execute any required spousal consent or beneficiary waiver within 30 days of written request after marriage, and agrees not to seek a

Qualified Domestic Relations Order or similar order against the other Party's retirement or deferred compensation plans, which remain separate property under Section 1.1. Failure to execute is a material breach entitling the requesting Party to specific performance, \$25,000 liquidated damages, and reasonable attorney fees.

7. INHERITANCE AND ESTATE RIGHTS WAIVER

7.1 Complete Inheritance Waiver: Each Party waives all rights to inherit from the other's estate, including elective share rights under Ohio Revised Code § 2106.01, rights of survivorship in jointly-titled property unless specifically designated otherwise, family allowances, and other statutory inheritance rights under Ohio law.

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

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

8. DISPUTE RESOLUTION AND ATTORNEY FEES

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

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

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

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

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

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

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

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

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

8.10 Settlement Incentives: 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) this Agreement's existence, terms, and contents; (b) private communications and personal matters; (c) financial information; (d) 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. Children's matters shall be shared only in private family/friend settings not publicly searchable, avoiding embarrassing or exploitative content, prohibiting use for personal gain, business promotion, or social media influence, and prioritizing children's long-term dignity and privacy.

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

11.3 Discovery Waiver: The parties waive all discovery rights to the fullest extent permitted by law. Any discovery shall be limited solely to that which a court determines is constitutionally required for due process, and only upon a specific judicial finding that such discovery is necessary to avoid denial of a fair hearing on claims of fraud, duress, or incapacity in the execution of this Agreement.

12. DISCLOSURE ADEQUACY ACKNOWLEDGMENT

12.1 Sufficiency: Each Party acknowledges that the disclosures in Exhibits A and B, together with each Party's independent knowledge of the other's financial circumstances, constitute full disclosure satisfying the second prong of *Gross v. Gross*, 11 Ohio St.3d 99 (1984).

12.2 No Additional Disclosure Required: Each Party confirms they received all financial information requested, had adequate opportunity to request more, and are satisfied with the completeness of disclosure. Neither Party claims entitlement to additional disclosure beyond Exhibits A and B.

12.3 Independent Enforceability: This acknowledgment operates independently of Section 11. If any disclosure is later deemed incomplete, this Section confirms each

Party had full knowledge and understanding of the other's financial circumstances sufficient to validate this Agreement under Ohio law.

12.4 Counsel Confirmation: If either Party retained independent counsel, such counsel has reviewed the disclosures and confirmed their adequacy. If either Party declined counsel, that Party independently confirms the disclosures are sufficient and acknowledges this decision was made voluntarily after being advised of the right to obtain counsel.

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 30 and 90 days before the marriage date. Any updates shall supplement Exhibits A and B.

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

13.3 No Effect on Enforceability: Failure to exchange updates or execute any reaffirmation shall not invalidate or affect the enforceability of this Agreement. The disclosures in Exhibits A and B as of the execution date remain operative for all purposes.

14. ASSET CHANGES AND CONTINUED VALIDITY

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

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

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

15. INDEPENDENT LEGAL COUNSEL

15.1 Opportunity for Counsel: Each Party acknowledges they had the opportunity to consult with independent legal counsel regarding this Agreement's terms and effects. Under *Fletcher v. Fletcher*, 68 Ohio St.3d 464 (1994), when an agreement provides disproportionately less than equitable distribution, the enforcing party must prove the

disadvantaged party had a "meaningful opportunity to consult with independent counsel." Both Parties confirm they had adequate time, resources, and opportunity to obtain counsel, and that any decision to waive counsel was made freely and voluntarily.

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

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

16. GOVERNING LAW AND ENFORCEABILITY

16.1 Ohio Law: This Agreement is governed by Ohio law under ORC §§ 3103.05 and 3103.06 and the *Gross v. Gross*, 11 Ohio St.3d 99 (1984) framework. Under *Gross*, this Agreement is enforceable if: (1) entered freely without fraud, duress, coercion, or overreaching; (2) there was full disclosure or full knowledge of each Party's property; and (3) the terms do not promote or encourage divorce. Property division unconscionability is assessed at execution; spousal support at divorce.

16.2 Jurisdiction: Each Party submits to Ohio jurisdiction and waives forum non conveniens defenses. Either Party may alternatively enforce in any jurisdiction providing equal or stronger prenuptial protections.

16.3 No Forum Shopping: Neither Party shall seek jurisdictions with weaker prenuptial protections or more favorable dissolution laws. Ohio law under *Gross v. Gross*, *Zimmie v. Zimmie*, and *Fletcher v. Fletcher* controls interpretation.

16.4 Validity Presumption: This Agreement is presumed valid absent proof that: (1) execution was involuntary or obtained through fraud, duress, coercion, or overreaching; (2) there was not full disclosure or full knowledge of the other Party's property; or (3) the terms promote or encourage divorce.

17. MODIFICATION AND FINALITY

17.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior agreements, whether written or oral.

17.2 Modification Requirements: This Agreement may only be amended by a written instrument: (a) presented to the other Party at least 30 days prior to execution; (b)

signed by both Parties before a notary; and (c) including confirmation that each Party obtained independent counsel or expressly waived such representation.

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

18. SEVERABILITY

18.1 Severance: If any provision is held invalid or unenforceable, it shall be automatically severed, and the remainder shall remain in full force and effect.

18.2 Reformation: Any severed provision shall be reformed to the nearest valid equivalent reflecting the Parties' original intent.

18.3 Intent: The Parties expressly intend that invalid provisions be severed rather than invalidating the entire Agreement.

19. EFFECTIVE DATE AND TIMING

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

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

19.3 Alternative Timeline: Execute this Agreement at least 60 days before the wedding date, allowing 2-3 weeks for both parties to review the final version before signing. Reach out to an attorney at least 4-6 months before the wedding to begin the process.

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

20. COMPREHENSIVE ACKNOWLEDGMENTS

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

20.2 Financial Disclosure Confirmation: Each Party confirms they either: (a) received full financial disclosure with reasonable opportunity for verification; or (b) had full

knowledge and understanding of the other Party's financial circumstances sufficient to satisfy the second prong of *Gross v. Gross*.

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

20.4 Maximum Statutory Waiver: Each Party understands they are waiving statutory rights to property division, spousal support, inheritance claims, and other marital rights to the fullest extent permitted under Ohio law, including ORC §§ 3103.05, 3103.06, 3105.171 (property division), and 2106.01 (inheritance rights).

20.5 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 fair and reasonable at execution. Under *Gross v. Gross*, 11 Ohio St.3d 99 (1984), property division unconscionability is determined at execution; spousal support unconscionability is determined at divorce. Both Parties have carefully considered their post-divorce financial positions and agree this Agreement makes reasonable provision given their circumstances. Each Party acknowledges that even if circumstances change dramatically during marriage, this Agreement's property provisions remain binding.

21. 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]

WITNESSES

The undersigned witnesses certify that both Parties signed this Agreement in their presence, voluntarily and without apparent duress, coercion, or impaired capacity, on the date indicated above.

_____ Date: _____

Witness 1 Printed Name: _____

_____ Date: _____

Witness 2 Printed 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_____, before me, the undersigned, personally appeared Party A, personally known to me or proved by satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that they executed the same voluntarily, as their free act and deed, in their capacity, and that by their signature on the instrument the individual executed

Party A initials _____

Party B initials _____

the instrument. I certify under penalty of perjury under the laws of said state 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_____

