

## WEST VIRGINIA PRENUPTIAL AGREEMENT

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

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

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

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

### RECITALS

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

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

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

WHEREAS, the Parties specifically acknowledge W. Va. Code § 48-1A-601(d)(2) and expressly contemplate at execution that material changes in circumstances during marriage – including but not limited to changes in income, earning capacity, health, employment status, caregiving obligations, career sacrifice, market conditions, geographic relocation, and business outcomes – were foreseen, discussed, and agreed to be insufficient grounds to invalidate or modify any term of this Agreement, and that the alimony formulas in Section 4 were specifically negotiated to account for such changes in advance;

WHEREAS, each Party has had adequate time to review, consider, and negotiate this Agreement prior to execution, has been advised of their right to be represented by independent legal counsel, and 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 that this Agreement be governed by the laws of West Virginia, including the West Virginia Uniform Premarital Agreement Act, W. Va. Code §§

48-1A-101 through 48-1A-1101 (enacted 2023), and intend for it to be legally binding and enforceable to the maximum extent permitted thereunder;

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

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## 1. DEFINITIONS

**1.1 Separate Property:** All property, income, and assets acquired by either Party in their individual name before or during marriage, including without limitation: real and personal property; business interests and goodwill; financial accounts (savings, brokerage, retirement, pension, investment); employment income and equity compensation (stock options, RSUs, deferred compensation, carried interest, and similar incentives, whether vested or unvested); professional degrees, licenses, and earning capacity; gifts, inheritances, and trust distributions; digital assets (cryptocurrency, NFTs, digital wallets); intellectual property (patents, copyrights, trademarks, trade secrets, royalties, source code, and websites); legal claims, settlements, and insurance proceeds attributable to separate property or individual injury; and all appreciation, income, proceeds, replacements, and future development thereof.

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

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

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

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

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## 2. SEPARATE PROPERTY

**2.1 Ownership and Control:** Each Party retains sole and exclusive ownership, control, and management of their separate property as defined in Section 1.1.

**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 jointly-held property, the contributing Party retains full ownership interest. The Party asserting that commingling extinguished separate classification bears the burden of proving the contribution is untraceable.

**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:** Separate business interests remain separate property regardless of spousal involvement, consultation, or contribution during marriage, unless the non-owner spouse makes direct documented capital contributions or becomes a legal co-owner. Advice, consultation, or emotional support creates no property interest. No marital claim arises from business operations, growth, or increased value during marriage.

**2.8 Trust Asset Protection:** Assets held in trusts established by or for either Party before or during marriage – including revocable, irrevocable, discretionary, generation-skipping, and offshore asset protection trusts, whether domestic or foreign – remain the settlor's or beneficiary'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.

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### 3. JOINT PROPERTY

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

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

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

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

- (a) Each Party's ownership percentage equals:  $(\text{Their total financial contributions} \div \text{Combined financial contributions of both Parties}) \times 100$ .
- (b) Records shall be maintained to document each Party's contributions;
- (c) This proportional interest supersedes any presumption of equal ownership for jointly-titled property.

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

- (a) Either Party may elect to purchase the other's proportional share at fair market value determined by: (i) mutual agreement; (ii) if no agreement within 30 days, the median of three valuations from the largest online real estate platforms by market share (currently Zillow, Redfin, and Realtor.com) on the same date; or (iii) if online values vary by >20% or are unavailable, the average of two certified appraisals (one per Party);
- (b) The purchasing Party must obtain financing in their sole name and complete the buyout within 120 days of election;
- (c) If no buyout election is made or completed within 120 days, the residence shall be sold with net proceeds distributed according to each Party's proportional share.

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

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## 4. ALIMONY/SPOUSAL SUPPORT

**4.1 General Waiver:** Both Parties waive all rights to alimony, spousal support, or maintenance – temporary, pendente lite, rehabilitative, permanent, and in gross – except as provided in this Section 4. Neither Party's marital fault or misconduct shall modify or override any formula in this Section, notwithstanding W. Va. Code § 48-8-104. 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.

**4.2 Children of the Marriage:** "Children of the Marriage" means biological children of both Parties (including IVF) and children legally adopted by both Parties. Either Party may request genetic testing at any time at the requesting Party's cost. A child not meeting this definition is excluded from the Section 4.5 calculation; any excess payments attributable to that child are refunded or credited.

**4.3 Employment Reduction:** Support reduces by 50% if recipient has not earned at least \$30,000 in gross annual income (adjusted annually by CPI-U from date of marriage), verified by tax returns or W-2s, within 24 months of divorce – unless recipient is primary caregiver of a Child of the Marriage under age four. Payor may request annual verification.

**4.4 Net Income:** Payor's "net income" means gross income minus federal and state income tax, Social Security, and Medicare withholdings (excluding voluntary deductions), averaged over the three years preceding divorce filing. If the most recent year is lower due to involuntary job loss, disability, or business closure beyond payor's control, that year's income applies instead of the average.

**4.5 Support Calculation:** Monthly support equals the following percentage of payor's net income, minus 25% 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: \$6,000** per month, adjusted annually by CPI-U from date of marriage through the earlier of separation or dissolution filing.

**Child Support Separate:** This provision governs spousal support only. Child support is determined separately and cannot be limited by this Agreement.

**4.6 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, capped at 9 years total

**4.7 Hardship Exception:** If Sections 4.5 and 4.6 would leave recipient with total income below 100% of Federal Poverty Level for their household size (including dependent children), support shall be increased to that threshold but shall not exceed the Section 4.5 amount by more than 50%.

**4.8 Reformed Formula Fallback:** If any calculation under Sections 4.5 or 4.6 is deemed unconscionable, the court shall reform to the following percentages of payor's average annual net income (as defined in 4.4) minus 25% of recipient's net income, with duration at 40% of marriage length:

- 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

**4.9 Income Floor:** No support payable if payor's gross annual income is below the greater of: (a) 75% of their gross income in the year prior to executing this Agreement, or (b) 250% of Federal Poverty Level for a single person, except that support may be ordered to the minimum extent necessary to prevent recipient's eligibility for public assistance under W. Va. Code § 48-1A-601(c).

**4.10 Automatic Termination:** Support immediately ceases upon the earliest of: (a) recipient's remarriage; (b) recipient's cohabitation with another person in a de facto marriage, as described in W. Va. Code § 48-5-707, for 90 or more consecutive days; (c) recipient's death; (d) payor's death; or (e) duration limit expiration under Section 4.6.

**4.11 Limited Modification:** Neither Party may seek modification except upon clear and convincing evidence of circumstances that (a) were not reasonably foreseeable at execution, (b) are substantial and continuing, and (c) would render enforcement unconscionable under W. Va. Code § 48-1A-601(d). Both Parties acknowledge as reasonably foreseeable: dissolution, workforce departures, income and employment changes, health issues not constituting total disability, economic conditions, inflation, and caregiving decisions. No modification shall exceed the amounts in Section 4.5 or duration in Section 4.6.

**4.12 Support Cap:** Total lifetime support shall not exceed the LESSER of: (a) The amounts calculated under Sections 4.5 and 4.6; or (b) Payor's Net Income multiplied by:

- Marriages <15 years: 75%
- Marriages 15-25 years: 125%
- Marriages 25+ years: 175%

**4.13 Post-Divorce Income:** Support shall not be modified based on payor's post-filing income increases, including promotions, bonuses, raises, business growth, investment returns, inheritances, gifts, or higher compensation. Post-divorce earnings are separate property.

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## 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. All uses of "aspire," "value," and "hope" in this Section are intentionally non-obligatory.

**5.1 Shared Responsibilities:** The Parties intend to build 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, the Parties aspire to preserve family unity through creative living arrangements if necessary (sharing a home though different rooms, or nearby houses), to speak respectfully about each other publicly and privately, and to prioritize their children's relationships with both parents regardless of marital status.

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

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## 6. INHERITANCE AND ESTATE RIGHTS WAIVER

**6.1 Complete Inheritance Waiver:** Each Party waives all rights to inherit from the other's estate under West Virginia law, including but not limited to: the elective share and supplemental elective-share amount under W. Va. Code § 42-3-1 et seq.; intestate succession rights under § 42-1-3; any right to serve as personal representative of the other's estate; and any other statutory or common-law right to share in the other's estate by reason of the marriage.

**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 changes in circumstances, domicile, or law, and are intended to satisfy the written-waiver requirements of W. Va. Code § 42-3-1 et seq.

**6.4 ERISA Retirement Rights:** ERISA-governed retirement plans pass to the plan holder's designated beneficiaries, and federal law requires automatic spousal rights to be waived on each plan's forms after marriage. Each Party shall execute any such waiver, spousal consent, or beneficiary designation within thirty (30) days of the other's written request. Failure to do so is a material breach. This obligation supplements but does not replace the waiver of elective-share and inheritance rights in Sections 6.1 through 6.3.

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## 7. FINANCIAL CHANGES AND CONTINUED VALIDITY

**7.1 Binding Regardless of Changes:** This Agreement remains valid regardless of post-execution changes in assets, income, net worth, or financial circumstances, whether foreseeable or unforeseeable, disclosed or undisclosed.

**7.2 No Implied Modifications:** No change in circumstances shall modify, invalidate, or excuse performance unless modified per Section 15. Each Party waives challenges based on post-execution asset changes, market fluctuations, or failure to disclose changes occurring after execution.

**7.3 Time-Independent Validity:** Enforceability does not depend on timing between execution and marriage.

**7.4 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.

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## 8. DISPUTE RESOLUTION AND ATTORNEY FEES

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

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

**8.3 Optional Arbitration:** Either Party may terminate mediation and elect binding arbitration with 30 days' written notice after the initial 60-day period. Arbitration shall be conducted by a single arbitrator selected from AAA's family law panel, in the city where marital residence was established, with judgment final and non-appealable except for fraud or arbitrator misconduct. The arbitrator shall strictly apply this Agreement's terms. Unconscionability and substantial-hardship determinations under W. Va. Code § 48-1A-601(d) and (e) are reserved exclusively to the family court and are not subject to arbitration.

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

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

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

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

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

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

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

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

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## 9. LANGUAGE COMPREHENSION

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

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

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

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

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## 10. PRIVACY AND CONFIDENTIALITY

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

media influence; and prioritizing children's long-term dignity and privacy interests over parental sharing preferences.

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

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

**10.4 Enforcement and Remedies:** Violations entitle the non-breaching Party to injunctive relief, actual damages, and reasonable attorney fees. Where actual damages are impractical to determine: (a) general violations – the greater of \$4,000 or 2% of the breaching Party's gross annual income; (b) commercial exploitation or willful breach – the greater of actual damages, disgorgement, \$10,000, or 5% of the breaching Party's gross annual income. These amounts are liquidated damages, not penalties. The arbitrator or court may adjust any amount it finds disproportionate.

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

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

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## 11. FINANCIAL DISCLOSURE AND DISCOVERY LIMITATION

**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 Limitation:** 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. INDEPENDENT WAIVER OF DISCLOSURE RIGHTS

**12.1 Knowing and Voluntary Waiver:** Each Party expressly, knowingly, and voluntarily waives all disclosure rights under W. Va. Code § 48-1A-601(a)(3)(B) and any other legal principle requiring financial disclosure beyond what was provided.

**12.2 Independent Enforceability:** This waiver operates as a separate and independent basis for enforceability, ensuring this Agreement remains fully binding even if Section 11 disclosures are deemed inadequate.

**12.3 Specific Statutory Waiver:** Each Party waives the right to disclosure of the property or financial obligations of the other Party beyond the disclosure provided, in satisfaction of W. Va. Code § 48-1A-601(a)(3)(A)–(C) and (b), irrespective of the completeness of attached schedules.

**12.4 Voluntary Relinquishment:** Each Party acknowledges they could have demanded complete disclosure and verification but voluntarily chose not to exercise these rights and relinquish any right to claim inadequate disclosure.

**12.5 Irrevocable Future Claims Waiver:** Both Parties irrevocably waive claims of: (a) Inadequate disclosure; (b) Unconscionability based on financial surprise; (c) Lack of investigation opportunity; (d) Insufficient review time.

**12.6 Counsel Acknowledgement:** Each Party acknowledges independent counsel advisement regarding this waiver's significance.

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## 13. INDEPENDENT LEGAL COUNSEL

**13.1 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, as required by W. Va. Code § 48-1A-201. The Parties further acknowledge that under *Ware v. Ware*, 224 W. Va. 599, 687 S.E.2d 382 (2009) and *Owen v. Owen*, 233 W. Va. 521, 759 S.E.2d 468 (2014), independent counsel for each Party is strongly advised for the presumption of validity to apply, and each Party has been advised to retain counsel.

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

**13.3 Waiver of Counsel:** If either Party chose not to retain counsel, that Party executed a separate written waiver attached as Exhibit C, acknowledging (a) written advice to obtain counsel and an offer of reasonable funds to do so; (b) understanding of the rights waived under W. Va. Code §§ 48-7-101 et seq. and 42-3-1 et seq.; (c) at least

thirty (30) days to seek counsel; (d) voluntary declination; and (e) heightened scrutiny under *Ware and Owen*.

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## 14. GOVERNING LAW AND ENFORCEABILITY

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

**14.2 West Virginia Law:** This Agreement is governed by West Virginia law as of the execution date, including the West Virginia Uniform Premarital Agreement Act, W. Va. Code §§ 48-1A-101 through 48-1A-1101, regardless of domicile or asset location. Future amendments to West Virginia law that would reduce the enforceability of this Agreement shall not apply retroactively.

**14.3 Jurisdiction:** Each Party submits to West Virginia jurisdiction and waives forum non conveniens defenses. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger premarital-agreement protections than West Virginia. The Parties agree to seek specific performance and contractual enforcement of this Agreement over any inconsistent judicial award, to the maximum extent permitted under West Virginia law.

**14.4 Law Selection:** Neither Party may invoke any law — foreign or domestic — to weaken this Agreement's enforcement below the standards of W. Va. Code § 48-1A-601.

**14.5 Validity:** This Agreement is presumed valid absent clear and convincing evidence of a statutory ground for unenforceability under W. Va. Code § 48-1A-601. Neither Party may initiate proceedings in a jurisdiction with weaker prenuptial-agreement enforcement than West Virginia.

**14.6 Relocation Fallback.** If any court declines to apply West Virginia law or applies a more restrictive standard, this Agreement shall be enforced to the maximum extent that jurisdiction permits, with any limited provision reformed to its closest permissible equivalent. Section 4.8 governs any spousal-support provision found unenforceable.

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## 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.

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## 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.

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## 17. COMPREHENSIVE ACKNOWLEDGMENTS

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

**17.2 Financial Disclosure Confirmation:** Each Party confirms they either: (a) received full financial disclosure with reasonable opportunity for verification; OR (b) knowingly and voluntarily waived disclosure rights as detailed in Section 12.

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

**17.4 Maximum Statutory Waiver:** Each Party understands they are waiving all statutory rights to property division under W. Va. Code § 48-7-101 et seq., spousal support, inheritance and elective-share claims under § 42-3-1 et seq., and any other marital rights to the fullest extent permitted under W. Va. Code § 48-1A-101 et seq. and West Virginia case law including *Ware v. Ware* and *Owen v. Owen*.

**17.5 Comprehensive Future Waiver:** Each Party irrevocably waives any future claim of: (a) lack of understanding; (b) inadequate disclosure; (c) duress, coercion, or undue influence; (d) retention of rights beyond those expressly preserved herein; or (e) any

other challenge to this Agreement's validity or enforceability not expressly authorized by W. Va. Code § 48-1A-601.

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**18. 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 at least thirty (30) days 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**

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

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



