

ALASKA PRENUPTIAL AGREEMENT

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

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

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

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

RECITALS

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

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

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

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

WHEREAS, the Parties desire that this Agreement be governed by the laws of the State of Alaska, including the three-factor enforceability test articulated in *Brooks v. Brooks*, 733 P.2d 1044 (Alaska 1987), and its progeny, and intend for it to be legally binding and enforceable;

WHEREAS, the Parties specifically acknowledge that Alaska reviews prenuptial agreements at both execution and enforcement under *Brooks* and *Kilkenny v. Kilkenny*, S-18602 (Alaska Sept. 19, 2025), and each Party affirms that the terms herein – including the alimony formulas in Section 4 – are objectively fair and reasonable at execution and intended to remain so notwithstanding foreseeable changes in circumstances;

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

Party A initials _____

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Party B initials _____

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: 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 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 trusts validly established under applicable law, including discretionary and generation-skipping trusts.

3. JOINT PROPERTY

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

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

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

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

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

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

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

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

(a) Either Party may elect to purchase the other's proportional share at fair market value determined by: (i) mutual agreement; (ii) if no agreement within 30 days, the median of three valuations from the largest online real estate platforms by market share (currently Zillow, Redfin, and Realtor.com) on the same date; or (iii) if online values vary by >20% or are unavailable, the average of two certified appraisals (one per Party);

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

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

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

4. ALIMONY/SPOUSAL SUPPORT

4.1 General Waiver: Both Parties waive all rights to alimony, spousal support, or maintenance from the other Party, whether rehabilitative, reorientation, or permanent, except as specifically provided in Sections 4.6 through 4.14. The Parties intend this Section 4 to constitute the exclusive and complete spousal-support framework between them. Any temporary support paid during proceedings shall be credited dollar-for-dollar against the total support obligation under this Section 4, applied to either monthly amounts or duration at payor's election.

4.2 Uniform Application: Alimony/spousal support terms apply uniformly at all proceedings stages (temporary, pendente lite, interim, final, post-judgment). No distinction exists between temporary and permanent support. No court shall award support exceeding or different from Section 4 amounts. Excess temporary support paid during validity challenges shall be credited or reimbursed to payor within 30 days of upholding.

4.3 Children of the Marriage Definition: "Children of the Marriage" means only biological children of both Parties, whether conceived through IVF or natural conception. Adopted children are addressed separately under Alaska child support guidelines (AS 25.27) and do not affect the alimony calculation under this Section 4. The Parties intend the alimony framework to operate as a single financial mechanism untied to family-formation choices made during marriage.

4.4 Employment Reduction: Support reduces by 50% if the recipient has not obtained employment within 24 months of divorce. "Employment" means earning at least \$30,000 annually in gross income, verified by tax returns, W-2s, or equivalent documentation. Payor may request annual verification of recipient's employment status.

4.5 Net Income Definition: "Net income" means gross income minus federal income tax, Social Security, and Medicare withholdings, excluding voluntary deductions and any state income tax (Alaska imposes none). Net income is the three-year average of payor's annual income preceding divorce filing, but if the most recent year's income is lower due to involuntary job loss, disability, or business closure beyond payor's control, then it is the most recent year's net income, not the three-year average.

4.6 Support Calculation: Monthly support equals the following percentage of payor's net income, minus 50% of recipient's net income, based on the number of Children of the Marriage:

- 0 Children: 6% of payor's net income
- 1 Child: 8% of payor's net income
- 2 Children: 10% of payor's net income
- 3 Children: 12% of payor's net income
- 4 Children: 14% of payor's net income
- 5 Children: 16% of payor's net income
- 6+ Children: 18% of payor's net income

Maximum: \$3,500 per month

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

- Less than 5 years: 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 to <25 years: 30% of marriage length
- 25+ years: 35% of marriage length, capped at 10 years total

4.8 Hardship Exception: If strict application of Sections 4.6 and 4.7 would leave recipient with total income below 150% of Federal Poverty Level for their household size (including dependent children), support shall be increased to achieve that threshold, but shall not exceed the amounts calculated under Section 4.6 by more than 50%.

4.9 Reformed Formula Fallback: If any support calculation under Section 4.6 or 4.7 is deemed unenforceable by a court applying the third factor of *Brooks v. Brooks*, 733 P.2d 1044 (Alaska 1987), it shall be reformed to the following percentages of payor's net income, minus 50% of recipient's income. Duration shall be 50% 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

4.10 Income Floor: Support reduces proportionally if payor's gross annual income falls below 75% of their gross income in the year prior to executing this Agreement, calculated as: $(\text{current income} \div \text{baseline income}) \times \text{scheduled support}$. Support shall not be eliminated entirely except upon payor's bona fide disability, involuntary unemployment exceeding 12 months, or income below 200% of Federal Poverty Level for a single person.

4.11 Automatic Termination: Support immediately ceases upon the earliest of: (a) Recipient's remarriage; (b) Recipient's cohabitation with a romantic partner in a marriage-like relationship for 90 or more consecutive days, evidenced by shared residence and either shared finances or holding out as a couple; (c) Recipient's death; (d) Payor's death; or (e) Duration limit expiration under Section 4.7.

4.12 Defined Scope of "Changed Circumstances." The third factor of *Brooks v. Brooks*, 733 P.2d 1044 (Alaska 1987), is limited to material adverse financial changes affecting the recipient that were not foreseeable at execution. The Parties acknowledge the following as foreseeable at execution and not grounds for modification, reformation, or invalidation: (a) marriage duration; (b) workforce withdrawals or career sacrifices for any reason, including caregiving; (c) income or employment changes; (d) routine health issues, disability, or illness compensated by Section 4.8 (hardship) or available through insurance, disability benefits, or public programs; (e) economic or market conditions; (f) childcare or parenting decisions; (g) lifestyle or standard-of-living changes; and (h) any other non-financial conduct during marriage.

Sections 4.6 through 4.10 already account for foreseeable financial variation and include a hardship floor (Section 4.8), satisfying the third factor of *Brooks*.

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

- Marriages <15 years: 75%
- Marriages 15-25 years: 100%
- Marriages 25+ years: 125%

The Parties acknowledge that the cap in subsection (b) provides a safety ceiling against extreme outcomes and is intended to ensure the recipient receives a meaningful proportion of payor's earning capacity in long marriages.

4.14 Post-Divorce Income: Maintenance shall not be modified based on payor's income increases occurring after divorce filing, including promotions, bonuses, raises, business growth, investment returns, inheritances, gifts, or new employment at higher compensation. This reflects the parties' intent that post-divorce earnings remain separate property.

5. LIFESTYLE CLAUSES

[these clauses are not legally enforceable, but a good place to lay out the aspirations of your marriage. Below are a few ideas of what you can include, modify as you see fit]

The Parties acknowledge the clauses in this section represent the goals, reason, and purpose of their marriage. Through these clauses they seek to align their interests to build a more successful, productive, and ideal union.

5.1 Shared Responsibilities: The Parties commit to building a successful family through equal overall contributions. Family responsibilities typically divide into financial and domestic domains. Each Party may lead in one domain (60-70%) while supporting in the other (30-40%), creating a reciprocal balance and shared benefit. For example, one party may contribute 60-70% financially and 30-40% to domestic responsibilities. The other party may contribute 30-40% financially and 60-70% domestically.

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

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

5.3 Conflict Resolution and Family Preservation:

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

6. INHERITANCE AND ESTATE RIGHTS WAIVER

6.1 Complete Inheritance Waiver: Each Party waives all rights to inherit from the other's estate, including spousal election rights, homestead allowances, family allowances, and other statutory inheritance rights under Alaska law, including [AS 13.12.213](#) (waiver of elective share, homestead allowance, exempt property, and family allowance).

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.

6.4 ERISA Retirement Rights: ERISA-governed retirement plans pass to the plan holder's designated beneficiaries, and federal law requires 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 execute within thirty (30) days is a material breach entitling the requesting Party to (a) specific performance, (b) actual damages, including the value of any retirement benefits the requesting Party loses or is forced to share due to the breach, and (c) reasonable attorney fees and costs incurred in compelling compliance.

7. FINANCIAL CHANGES DURING MARRIAGE

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

7.2 No Implied Modifications: Changes in financial circumstances, whether foreseeable or unforeseeable, shall not modify, invalidate, or excuse performance under this Agreement unless modified in compliance with all requirements of Section 17 (Modification and Finality).

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

8. DISPUTE RESOLUTION AND ATTORNEY FEES

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

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

8.3 Optional Arbitration: Either Party may terminate mediation and elect binding arbitration with 30 days' written notice after the initial 60-day period. Arbitration shall be conducted by a single arbitrator selected from AAA's family law panel, in the city where marital residence was established, with judgment final and non-appealable except for fraud or arbitrator misconduct. The arbitrator shall strictly apply this Agreement's terms and shall not reform or modify the Section 4 alimony framework except as expressly permitted by Section 4.9. Awards shall be enforceable under AS 09.43.300-595 (Revised Uniform Arbitration Act), subject to the limited grounds for vacatur thereunder.

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 be unfair and unreasonable under the circumstances.

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.

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 Penalties: Violations result in:

(a) Immediate injunctive relief;

(b) General privacy violations: \$4,000 per violation, or 1% of annual household income, whichever is greater, with cumulative damages under this subsection capped at 10% of breaching Party's gross annual income per calendar year;

(c) Children-related violations: \$4,000 per violation, or 1% of annual household income, whichever is greater, with the same annual cap as (b);

(d) Commercial exploitation or willful/malicious breaches: the highest of (i) disgorgement of all profits; (ii) actual damages including reputational harm and emotional distress; (iii) \$20,000; or (iv) 4% of annual household income;

(e) Attorney fees paid by breaching Party;

(f) Each week of continuing violation constitutes a separate breach.

10.5 Binding Nature: All obligations survive marriage termination permanently.

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

11. FINANCIAL DISCLOSURE AND DISCOVERY WAIVER

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

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

11.3 Discovery 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. COMPREHENSIVE FINANCIAL DISCLOSURE WAIVER

12.1 Backup Waiver Only – Section 11 Controls. This Section 12 operates solely as a backup waiver and is not relied upon by either Party as the primary disclosure mechanism. The Parties' actual financial disclosures, set forth in Exhibits A and B and acknowledged in Section 11, remain the operative disclosures for all purposes. To the extent Section 11 is later challenged or held inadequate, each Party expressly, knowingly, and voluntarily waives all remaining disclosure rights under AS 13.12.213(b), the three-factor enforceability test of *Brooks v. Brooks*, 733 P.2d 1044 (Alaska 1987), and any other Alaska legal principle.

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

12.3 Specific Statutory Waiver: Each Party waives all rights under AS 13.12.213(b) and Alaska common law under the three-factor *Brooks* test, and acknowledges this satisfies the requirements irrespective 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.

13. OPTIONAL PRE-MARRIAGE ASSET UPDATE

13.1 Recommended Update: The Parties are encouraged, but not required, to exchange updated asset and liability schedules between thirty (30) and ninety (90) days before the marriage date. Any such updated schedules shall be attached as supplements to Exhibits A and B and identified as such.

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

13.3 No Effect on Enforceability: The exchange of updated schedules is recommended practice only. Failure to exchange updated schedules, or to execute

any reaffirmation, shall not invalidate, modify, or affect the enforceability of this Agreement in any respect. The disclosures in Exhibits A and B as of the execution date of this Agreement remain the operative disclosures for all purposes.

14. ASSET CHANGES AND CONTINUED VALIDITY

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

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

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

15. INDEPENDENT LEGAL COUNSEL

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

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

15.3 Waiver of Counsel: If either Party chose not to retain counsel, that Party executed a separate written waiver attached as Exhibit C, acknowledging (a) they were expressly advised to obtain independent counsel; (b) they understand the rights being relinquished; (c) they had adequate time to seek counsel; and (d) they chose not to do so voluntarily.

16. GOVERNING LAW AND ENFORCEABILITY

16.1 Default Governing Law. This Agreement is governed by Alaska law as of execution date, including *Brooks v. Brooks*, 733 P.2d 1044 (Alaska 1987); *Compton v. Compton*, 902 P.2d 805 (Alaska 1995); *Andrew B. v. Abbie B.*, 494 P.3d 522 (Alaska 2021); *Kilkenny v. Kilkenny*, S-18602 (Alaska Sept. 19, 2025); AS 13.12.213; and AS 34.77, regardless of domicile or asset location.

16.2 Stronger-Jurisdiction Option. Notwithstanding Section 16.1, either Party may enforce this Agreement under the law of any jurisdiction that would enforce its substantive terms more fully than Alaska – including jurisdictions that have adopted

the Uniform Premarital Agreement Act (UPAA), the Uniform Premarital and Marital Agreements Act (UPMAA), or that apply execution-only review without the *Brooks* third-factor second look. The Parties intend this Agreement to receive the strongest enforcement available in any jurisdiction where a Party resides, where assets are located, or where a proceeding is properly filed.

16.3 Floor – No Weakening. Alaska law operates as the enforceability floor, not the ceiling. No Party may invoke the law of any jurisdiction that would enforce this Agreement less fully than Alaska, and no Party may file in a jurisdiction selected to weaken the substantive terms herein, including the Section 4 alimony framework, the Section 2 separate property provisions, or the Section 6 inheritance waivers.

16.4 Jurisdiction and Forum. Each Party submits to Alaska jurisdiction for any dispute under this Agreement and waives forum non conveniens defenses to Alaska proceedings. A Party may alternatively file in any jurisdiction permitted under Section 16.2. Judgments inconsistent with the substantive terms of this Agreement are contrary to the Parties' express intent and shall not be given preclusive effect in any subsequent enforcement proceeding.

16.5 Validity Presumption. This Agreement is presumed valid. The Party challenging enforcement bears the burden of proving a deficiency under the three-factor *Brooks* test (or the equivalent test of the jurisdiction in which enforcement is sought, if more protective of the Agreement) by a preponderance of the evidence.

17. MODIFICATION AND FINALITY

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

17.2 Modification Requirements: This Agreement may only be amended or modified by a written instrument that (a) is presented in final form to the other Party at least thirty (30) days before execution; (b) is signed by both Parties before a notary public; and (c) is accompanied by written acknowledgment from each Party's independent counsel confirming review of the modification and the client's understanding of its terms and legal effect.

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

18. SEVERABILITY

18.1 Severance of Invalid Provisions: If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be automatically severed, and the remainder of this Agreement shall remain in full force and effect.

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

18.3 Intent: The Parties expressly intend that invalid provisions be severed rather than invalidating the entire Agreement, even if the invalid provision goes to the essence of this Agreement.

18.4 Clause-by-Clause Enforcement: The Parties intend that the Section 2 separate property provisions, the Section 3 joint property framework, the Section 4 alimony schedule, the Section 6 inheritance waivers, and the Section 10 privacy provisions each operate independently. If any individual provision is held unenforceable, the remaining provisions shall remain in full force and effect, and any severed provision shall be reformed to the nearest enforceable equivalent reflecting the Parties' original intent.

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 and keeps legal matters separate from wedding planning.

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

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

20. COMPREHENSIVE ACKNOWLEDGMENTS

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

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

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

20.4 Maximum Statutory Waiver: Each Party understands they are waiving all statutory rights to property division, spousal support, inheritance claims, and any other marital rights to the fullest extent permitted under Alaska law, including *Brooks v. Brooks*, 733 P.2d 1044 (Alaska 1987), AS 13.12.213, and AS 34.77.

20.5 Comprehensive Future Waiver: Each Party irrevocably waives any future claim of: (a) lack of understanding; (b) inadequate disclosure; (c) unfairness or unconscionability; (d) duress, coercion, or undue influence; (e) retention of rights beyond those expressly preserved herein; or (f) any other challenge to this Agreement's validity or enforceability.

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]

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.

