

NEBRASKA 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]; 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, 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 of their right to be represented by independent legal counsel in connection with this Agreement and has had adequate opportunity to consult with counsel of their choosing;

WHEREAS, each Party has carefully read and reviewed this Agreement, understands its terms and legal effect, enters into this Agreement voluntarily and without coercion, duress, or undue influence, and believes 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 Nebraska and intend for it to be legally binding and enforceable;

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

1. DEFINITIONS

1.1 Separate Property: All property, income, and assets acquired by either Party in their individual name before or during marriage, including without limitation: real estate, personal property, business interests, financial and securities accounts (checking, savings, brokerage, retirement, money market, investment accounts), employment income, gifts, inheritances, digital assets (cryptocurrency, NFTs, digital wallets, online accounts), intellectual property (patents, copyrights, source code, websites whether active or dormant), and all appreciation, growth, income, returns, and future development or commercialization thereof.

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

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

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

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

2. SEPARATE PROPERTY

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

2.2 No Marital Claims: Neither Party shall acquire any right, title, interest, or claim in the separate property of the other Party by reason of the marriage, regardless of the duration of marriage or any contributions made by the non-owning Party.

2.3 Right of Disposition: Each Party may dispose of their separate property by sale, gift, will, trust, or otherwise, without the consent or approval of the other Party.

2.4 Separate Debt Responsibility: Each Party is solely responsible for their separate debts and shall indemnify and hold harmless the other Party from any liability arising from such separate debts.

2.5 Commingling Protection: If separate property becomes commingled with joint property, the contributing Party retains their ownership interest, provided adequate records exist to trace the separate contribution.

2.6 No Transmutation: Separate property shall not become joint property unless both Parties execute a written agreement specifically identifying the property and their intent to convert it to joint ownership. A deed, account registration, or beneficiary designation

alone – without such written transmutation agreement – does not effect a transmutation.

2.7 Business Interests: 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 – including constructive trust, resulting trust, or other equitable remedy under *Simons v. Simons*, 312 Neb. 136 (2022) – arises from business operations, growth, or increased value during marriage.

2.8 Trust Asset Protection: Neither Party shall acquire any right, title, or claim – by reason of the marriage – in assets held by any irrevocable trust established by or for the benefit of the other Party, including trust distributions, principal, remainder interests, and beneficiary designations. This waiver applies to all domestic and foreign trusts, including discretionary, generation-skipping, and offshore asset protection trusts. Each Party's beneficial interest in any such trust remains that Party's separate property.

3. JOINT PROPERTY

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

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

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

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

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

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

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

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

(a) Either Party may elect to purchase the other's proportional share at fair market value determined by: (i) mutual agreement; (ii) if no agreement within 30 days, the median of

three valuations from the largest online real estate platforms by market share (currently Zillow, Redfin, and Realtor.com) on the same date; or (iii) if online values vary by >20% or are unavailable, the average of two certified appraisals (one per Party);

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

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

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

4. ALIMONY/SPOUSAL SUPPORT

4.1 General Waiver: Both Parties waive all rights to alimony, spousal support, or maintenance from the other Party, whether rehabilitative or permanent, except as specifically provided herein. Any temporary support paid during proceedings shall be credited dollar-for-dollar against the total support obligation under this Section 4, applied to either monthly amounts or duration at payor's election.

4.2 Uniform Application The Section 4 formulas apply uniformly to temporary, pendente lite, and permanent spousal support, consistent with *Edwards v. Edwards*, 16 Neb. App. 297 (2008), and Neb. Rev. Stat. § 42-1004(1)(d). Temporary support awarded in excess of Section 4.6 shall be credited dollar-for-dollar against future support or refunded to payor within 30 days of this Agreement being upheld. Sums ordered under Neb. Rev. Stat. § 42-357 to enable either Party to prosecute or defend a dissolution action are not "support" under this Agreement and shall not be credited against support obligations.

4.3 Children of the Marriage Definition: "Children of the Marriage" means legally adopted or biological children of both Parties, whether conceived through IVF or natural conception.

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

4.5 Net Income Definition: "Net income" means gross income minus federal income tax, state income tax, Social Security, and Medicare withholdings, excluding voluntary deductions. Net income is the three-year average of payor's annual income preceding divorce filing, but if the most recent year's income is lower due to involuntary job loss,

disability, or business closure beyond payor's control, then it is the most recent year's net income, not the three-year average.

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

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

Maximum: \$3,500 per month

Child support is unaffected by this Agreement and determined separately by the court under Neb. Rev. Stat. § 42-1004(2) and the Nebraska Child Support Guidelines.

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

- Less than 5 years: 5% of marriage length
- 5 to <10 years: 10% of marriage length
- 10 to <15 years: 15% of marriage length
- 15 to <20 years: 20% of marriage length
- 20 to <25 years: 25% of marriage length
- 25 to <30 years: 30% of marriage length
- 30+ years: 35% of marriage length

4.8 Public Assistance Minimum: If Sections 4.6 and 4.7 would cause recipient to become eligible for public assistance at separation or dissolution, support shall be increased only to the extent necessary to avoid that eligibility per Neb. Rev. Stat. § 42-1006(2). This is the sole post-execution basis for modifying Sections 4.6 and 4.7. Per *Auxier v. Auxier*, 32 Neb. App. 230 (2023), this provision is not triggered if recipient is already receiving public assistance benefits as of separation or divorce filing.

4.9 Severability Fallback: If any provision of Section 4 is held unconscionable at execution under § 42-1006(1)(b), only that provision shall be severed pursuant to Section 18. The remaining Section 4 provisions shall remain fully enforceable. No reformed or substituted formula shall apply; support shall default to the minimum required by Neb. Rev. Stat. § 42-1006(2).

4.10 Income Floor: No support is payable if payor's gross annual income is below the greater of: (a) 75% of payor's gross income in the year prior to executing this

Agreement, adjusted annually by CPI-U; or (b) 250% of the Federal Poverty Level for a single-person household for the year in which dissolution is filed. Subject only to Section 4.8.

4.11 Automatic Termination: Support immediately ceases upon the earliest of: (a) Recipient's remarriage; (b) Recipient's cohabitation with another person in a romantic relationship for 60+ consecutive days, or holding out as a couple, whether or not financial or domestic responsibilities overlap; (c) Recipient's death; (d) Payor's death; or (e) Duration limit expiration under Section 4.7.

4.12 No Modification: Per Neb. Rev. Stat. § 42-366(7), Section 4 shall not be modified except upon clear and convincing evidence of unforeseeable changed circumstances making enforcement unconscionable. The Parties acknowledge as foreseeable at execution: dissolution, workforce departures, income changes, health conditions, economic fluctuations, and childcare decisions.

4.13 Verification: Either Party may request genetic testing of any Child of the Marriage at any time, at requesting Party's cost. A child confirmed as neither the biological nor legally adopted child of both Parties is excluded from Section 4.3, Section 4.6 recalculated, and overpayments credited against future support.

4.14 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 net income (as defined in Section 4.5) multiplied by the applicable percentage below:

- Marriages <15 years: 50%
- Marriages 15-25 years: 75%
- Marriages 25+ years: 100%

4.15 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

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 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

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

6. INHERITANCE AND ESTATE RIGHTS WAIVER

6.1 Complete Inheritance Waiver: Each Party waives all rights to inherit from the other's estate, including without limitation: the elective share under Neb. Rev. Stat. §§ 30-2313 to 30-2319; the homestead allowance under § 30-2322; the exempt property allowance under § 30-2323; the family allowance under § 30-2324; intestate succession rights under §§ 30-2302 to 30-2312; and any right to act as personal representative. Each Party acknowledges this waiver satisfies Neb. Rev. Stat. § 30-2316 (waiver of elective share by prenuptial agreement).

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 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.

6.5 Wrongful Death Waiver: Each Party expressly waives any right to recover as a widow, widower, or next of kin in any wrongful death action brought under Neb. Rev. Stat. §§ 30-809 and 30-810 arising from the other Party's death, including any claim for loss of support, society, comfort, or companionship. Each Party acknowledges that, absent this express waiver, wrongful death proceeds would not automatically be covered by this Agreement under *In re Estate of McConnell*, 28 Neb. App. 303, 943 N.W.2d 722 (2020).

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 Douglas County, Nebraska, or the Nebraska county where the marital residence is located, with judgment final and non-appealable except as provided under the Nebraska Uniform Arbitration Act, Neb. Rev. Stat. §§ 25-2602.01 to 25-2622. The arbitrator shall strictly apply this Agreement's terms. Unconscionability challenges under Neb. Rev. Stat. § 42-1006(3) must be decided by a Nebraska court as a matter of law, and either Party may bypass arbitration and proceed directly to court solely for purposes of such challenge. All other disputes remain subject to binding 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.

9. LANGUAGE COMPREHENSION

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

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

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

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

10. PRIVACY AND CONFIDENTIALITY

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

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

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

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

10.4 Enforcement and Remedies: A violation entitles the non-breaching Party to injunctive relief and to actual damages. Where actual damages are impractical to determine, the Parties agree liquidated damages of \$4,000 per violation (general or children-related) are a reasonable estimate, not a penalty; for commercial exploitation or willful breach, the greater of actual damages, disgorgement of profits, or \$20,000. The arbitrator or court may adjust any amount it finds punitive, and shall award the prevailing Party reasonable attorney fees.

10.5 Binding Nature: All obligations survive marriage termination permanently.

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

11. FINANCIAL DISCLOSURE AND DISCOVERY WAIVER

11.1 Complete 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 Knowing and Voluntary Waiver: Each Party expressly, knowingly, and voluntarily waives all disclosure rights under Neb. Rev. Stat. § 42-1006(1)(b) and any other 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 to fair and reasonable disclosure under Neb. Rev. Stat. § 42-1006(1)(b)(i), and voluntarily and expressly waives in writing any right to further disclosure of property or financial obligations beyond the disclosure provided in Exhibits A and B, consistent with § 42-1006(1)(b)(ii). Each Party further acknowledges they reasonably could have had adequate knowledge of the other Party's property and financial obligations, consistent with § 42-1006(1)(b)(iii).

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) Financial surprise based on information not disclosed in Exhibits A and B; (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.

15.4 **Voluntariness Factors (Nebraska):** Each Party acknowledges that the Nebraska Supreme Court considers the following factors in determining voluntary execution under *Mamot v. Mamot*, 283 Neb. 659 (2012), and *Edwards v. Edwards*, 16 Neb. App. 297 (2008): (a) proximity of execution to the wedding; (b) presence or opportunity for independent counsel; (c) inequality of bargaining power; (d) disclosure of assets; and (e) understanding of rights waived. Each Party represents that all five factors favor enforcement of this Agreement.

16. GOVERNING LAW AND ENFORCEABILITY

16.1 **Nebraska Law:** This Agreement is governed by the laws of the State of Nebraska as of the execution date, including the Uniform Premarital Agreement Act, Neb. Rev.

Stat. §§ 42-1001 to 42-1011, regardless of the Parties' domicile or asset location at time of enforcement. Future amendments reducing enforceability shall not apply retroactively.

16.2 Jurisdiction: Each Party submits to the jurisdiction of the District Courts of Nebraska and waives forum non conveniens defenses. Either Party may alternatively enforce this Agreement in any jurisdiction providing equal or stronger prenuptial protections than Nebraska.

16.3 Law Selection: Neither Party may invoke any law — foreign or domestic — to weaken this Agreement's enforcement beyond what Nebraska law would permit.

16.4 Validity Presumption: This Agreement is presumed valid. The challenging Party bears the burden of proof under Neb. Rev. Stat. § 42-1006 and *Mamot v. Mamot*, 283 Neb. 659 (2012).

16.5 No Postnuptial Modification: The Parties acknowledge that postnuptial property agreements are void as against public policy under *Devney v. Devney*, 295 Neb. 15, 886 N.W.2d 61 (2016). Any modification under Section 17 must comply strictly with § 42-1005 (signed writing requirement) and shall not be construed as a postnuptial agreement. Modifications affecting property disposition may be unenforceable under *Devney* regardless of form.

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: Any amendment must: (a) be presented in final form 30 days before execution; (b) be signed by both Parties before a notary, consistent with the writing-and-signature requirement of Neb. Rev. Stat. § 42-1005; (c) include written acknowledgment from each Party's independent counsel; and (d) recite that it is a modification of this premarital agreement, not a postnuptial agreement. Per Section 16.5, modifications operating as postnuptial property agreements are void under *Devney v. Devney*, 295 Neb. 15 (2016).

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: Except as provided in Section 4.9, any severed provision shall be reformed to the 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 Nebraska Severability: Each provision is separate and divisible. Severability of premarital agreement provisions is recognized under Nebraska law. See *Edwards v. Edwards*, 16 Neb. App. 297 (2008) (holding that § 42-1006 does not require invalidation of an entire agreement if any provision is unconscionable, and that contract provisions may be severable under *Gaspar v. Flott*, 209 Neb. 260 (1981)).

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) 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 waives all statutory rights to property division and spousal support under Neb. Rev. Stat. § 42-365; elective share under §§ 30-2313 to 30-2319; homestead, family, and exempt property allowances under §§ 30-2322 to 30-2324; wrongful death recovery under §§ 30-809 and 30-810; and all other marital rights, to the fullest extent permitted under Nebraska law.

20.5 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 factual challenge to this Agreement's validity or enforceability. Each Party acknowledges that unconscionability is a question of law determined by the court under § 42-1006(3).

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.

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