

NEVADA 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]; 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 independent legal counsel, has had adequate opportunity to consult with counsel of their choosing, has carefully read and reviewed this Agreement, understands its terms and legal effect, and enters into this Agreement 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 Nevada, including NRS Chapter 123A (Uniform Premarital Agreement Act), 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.

1.6 Community Property: All property and earnings acquired during marriage that, absent this Agreement, would be classified as community property under NRS Chapter 123. The Parties expressly opt out of community property treatment except as to Joint Property under Section 1.2.

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 or community property, the contributing Party retains their interest to the full extent traceable. Inability to trace shall not create a community or joint property presumption; the burden remains on the non-contributing Party to prove transmutation by clear and convincing evidence.

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 or community claim arises from business operations, growth, or increased value during marriage. All income, distributions, salary, dividends, and appreciation from separate business interests remain separate property, expressly opting out of community property characterization under NRS Chapter 123.

2.8 Trust Asset Protection: The non-settlor spouse waives all rights to distributions, principal, remainder interests, beneficiary designations, and any claim that trust assets constitute marital or community property – including assets held in discretionary, generation-skipping, and offshore asset protection trusts, whether domestic or foreign. Each Party's irrevocable trusts are not subject to division under this Agreement.

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.

4.2 Uniform Application: This Section 4 governs support at all stages of proceedings. Neither Party shall request support exceeding these amounts. Any pendente lite or temporary support awarded by a court shall be credited dollar-for-dollar against the total obligation under this Section, applied to monthly amounts or duration at payor's election. If a court awards excess support pending a validity challenge and this Agreement is upheld, the excess shall be credited against remaining obligations or, if no obligations remain, refunded within 30 days of the final enforceability ruling.

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

Maximum: \$3,000 per month

Child support under NRS 125B is not affected by this Section and is determined independently by the court.

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+ years: 30% of marriage length, capped at 8 years total

4.8 Hardship and Public Assistance Floor: "Total Income" means the sum of support under this Section 4, child support, and earned income from all sources. If Total Income falls below 100% of the Federal Poverty Level for the recipient's household size, support shall be increased to that threshold but shall not exceed Section 4.6 amounts by more than 50%. Any support a court orders under NRS 123A.080(2) shall be credited against the total obligation under this Section.

4.9 Reformed Formula Fallback: If any support calculation under Section 4.6 or 4.7 is deemed unconscionable by a court, it shall be reformed to the following percentages of payor's net income, minus 50% of recipient's income. Duration shall be 40% of marriage length.

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

4.10 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 the Federal Poverty Level for a single person as published annually by the U.S. Department of Health and Human Services.

4.11 Automatic Termination: Support immediately ceases upon the earliest of: (a) Recipient's remarriage; (b) Recipient's cohabitation with another person for 60+ consecutive days; (c) Recipient's death; (d) Payor's death; or (e) Duration limit expiration under Section 4.7.

4.12 No Modification: Modification requires clear and convincing evidence of changed circumstances not reasonably foreseeable at execution that would render enforcement unconscionable as a matter of law under NRS 123A.080(3). The Parties acknowledge as foreseeable: dissolution, workforce departures, income/employment changes, health issues, economic conditions, and childcare decisions.

4.13 Verification: Payor may require genetic testing to verify biological parentage of any Child of the Marriage at any time, with costs borne by the requesting Party. If testing establishes that a child is not the biological child of both Parties, that child shall be excluded from the count of Children of the Marriage for purposes of Section 4.6, and support shall be recalculated accordingly. This Section does not affect any independent child support obligation under NRS 125B.

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 average annual net income multiplied by:

- 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 aggregate contribution across financial and domestic domains. Each Party may lead in one domain (60-70%) while supporting in the other (30-40%), creating reciprocal balance. For example, one Party may contribute 60-70% financially and 30-40% domestically; the other 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 intestate succession rights under NRS Chapter 134, homestead allowances, family allowances under NRS 146.070, and all other statutory rights a surviving spouse may claim under Nevada law.

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 or domicile, and to the fullest extent permitted by applicable 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.

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 as provided under NRS 38.241. The arbitrator shall strictly apply this Agreement's terms without equitable modification. Any claim of unconscionability under NRS 123A.080(3)

shall be reserved exclusively to a court of competent jurisdiction and is 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. This obligation is enforceable consistent with *Kantor v. Kantor*, 116 Nev. 886 (2000), which upheld a fee-shifting indemnity clause in a Nevada prenup.

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 and arbitration 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. Court proceedings are subject to applicable Nevada law, including NRS 125.080 et seq. as amended. Violations of mediation or arbitration confidentiality 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 NRS 123A.080(1)(c)(1)–(3), including any right to demand further disclosure or verification, and relinquishes any future claim of inadequate disclosure.

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 Irrevocable Future Claims Waiver: Both Parties irrevocably waive claims of: (a) Inadequate disclosure; (b) Lack of investigation opportunity; (c) Insufficient review time; or (d) Any challenge to this Agreement's validity not specifically authorized under NRS 123A.080(1).

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

12.5 Sogg/Fick Acknowledgment: Each Party acknowledges (a) ample opportunity to consult independent counsel; (b) absence of coercion; (c) sufficient business acumen; (d) understanding of the other Party's financial resources and rights forfeited. This satisfies the four-factor test under *Sogg v. Nevada State Bank*, 108 Nev. 308 (1992), and *Fick v. Fick*, 109 Nev. 458 (1993).

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 **Nevada Law:** This Agreement is governed by Nevada law as of execution date, including NRS Chapter 123A, regardless of domicile or asset location. Future amendments reducing enforceability shall not apply retroactively.

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

16.3 **Law Selection:** Neither Party may invoke any law—foreign or domestic—to weaken this Agreement's enforcement.

16.4 **Forum Selection Compliance:** Each Party agrees to enforce this Agreement in Nevada courts or, if permitted under Section 16.2, an alternative jurisdiction with equal or stronger prenuptial protections. A Party who initiates enforcement proceedings in a jurisdiction that does not recognize prenuptial agreements or that applies a materially weaker enforceability standard than NRS 123A.080 shall be liable for the other Party's reasonable attorney fees in responding.

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.

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.

19.5 **Last-Minute Signing Bar:** This Agreement shall not be executed within 14 days of the scheduled wedding date. Execution within that period creates a rebuttable presumption of coercion. See Sogg v. Nevada State Bank, 108 Nev. 308 (1992).

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, community property characterization under NRS Chapter 123, and other marital rights to the fullest extent permitted under NRS Chapter 123A and Sogg, Fick, and Kantor v. Kantor, 116 Nev. 886 (2000).

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 challenge to this Agreement's validity not authorized under NRS 123A.080(1).

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]

Printed Name: _____

Commission No.: _____ Expires: _____

[Notary Seal]

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