NEVADA POSTNUPTIAL AGREEMENT

I. **THE PARTIES**. This Postnuptial Agreement ("Agreement") made this _____, 20____ is to create a post-marital arrangement between the following:

Husband: _____ ("Husband"), and

Wife: _____ ("Wife").

The terms "Husband" and "Wife" do not correlate with the person's gender and are solely used to identify the individual in this Agreement. When mentioned in a singular version, "Husband" and "Wife," shall be known as a "Spouse," and when mentioned together, the Husband and Wife shall be known as the "Couple."

II. **GROUNDS FOR DIVORCE**. This Agreement shall remain in effect only if the grounds for Divorce are due to the following: (check all that apply)

☐ - **Irreconcilable Differences.** The irretrievable breakdown of the marriage and incompatibility of temperament led to the irremediable breakdown of the marriage with no possibility of reconciliation.

☐ - **Adultery** by: (check one)
- ☐ - Husband
- ☐ - Wife
- ☐ - Either Spouse

☐ **- Prison sentence** of more than ____ year(s), suspended or not suspended.

☐ - **Alcoholism/Drug Addiction** of any legal or illegal substance.

☐ - **Other**. _____.

The term "Divorce" shall refer to the dissolution of the marriage between the Couple. A Divorce is certified through a judgment, decree, or similar document that validates the dissolution of marriage in the jurisdiction of Governing Law.

III. **MARRIAGE**. It is recognized that the Couple was legally married in the state of _____ on the date of _____, 20____.

IV. **MINOR CHILDREN**. The Couple recognizes that there are: (check one)

☐ - **No Minor Children** of either the Husband or Wife were brought into the marriage.

☐ - **____ Minor Children** were brought into the marriage. The Minor Children are: (check all that apply)

☐ - From the Couple.

☐ - From either the Husband or Wife as described in Attachment E.

V. **SPOUSAL SUPPORT (ALIMONY)**. In the event of Divorce, the Couple agrees that: (check one)

☐ - There **Shall Not** be Spousal Support. Neither Spouse shall be obligated to pay, provide for, or support one another after the marriage is dissolved ("Spousal Support").

☐ - There **Shall Be** Spousal Support starting on the 1st day of the month following either Spouse filing a petition for Divorce in the jurisdiction of Governing Law. The ☐ Husband ☐ Wife ("Paying Spouse") shall pay to the ☐ Husband ☐ Wife ("Receiving Spouse"): (check one)

☐ - For a **Fixed Period**. Payments of $_____ shall be due on the 1st day of each month: (check one)

☐ - For a period of ____ ☐ months ☐ years after the Divorce is filed. ("Spousal Support").

☐ - Until _____, 20____ ("Spousal Support").

☐ - In **Perpetuity**. Payments of $_____ shall be due on the 1st day of each month until either Spouse's death, the remarriage of the Receiving Spouse, or modification or termination by further court order, whichever occurs first ("Spousal Support").

☐ - **Other**. _____.

VI. **EARNINGS**. In the event of Divorce, the Couple agrees that each Spouse's earnings during the marriage are owned by: (check one)

☐ - Each Spouse **separately**.

☐ - The Couple **jointly**.

Earnings shall include, but not be limited to, salaries, bonuses, personal payments, gifts, dividends, distributions, and any other income.

VII. **ADDITIONAL PAYMENT**. In addition to any Spousal Support, in the event of Divorce: (check one)

☐ - There shall be **No Additional Payment** made by either Spouse to the other than those listed in this Agreement.

☐ - There shall be an **Additional One (1) Time payment** in the amount of $_____ made by the ☐ Husband ☐ Wife to the ☐ Husband ☐ Wife ("Additional Payment"). The Additional Payment shall be made within thirty (30) days after a divorce judgment, decree, or similar document that certifies the Divorce.

☐ - **Other**. _____.

VIII. **BANK ACCOUNTS**. During the marriage, the Couple agrees that: (check one)

☐ - Each Spouse shall retain and **keep their own bank accounts**. The ownership of each Spouse's bank account shall be respective to each Spouse.

☐ - Each Spouse shall retain and **keep their own bank accounts with an additional joint bank account** to be created for the benefit of the Couple. The ownership of each Spouse's bank account shall be respective to each Spouse. The joint bank account will be under the ownership of the Couple and be funded with the consent of each Spouse.

☐ - All funds from each Spouse's bank accounts shall be **transferred to a joint bank account** that is owned by the Couple jointly and for the benefit of the Couple.

Bank accounts shall include, but not be limited to, any cash balances with any financial institution.

IX. **DISABILITY**. Each Spouse: (check one)

☐ - **Pledges** to the other that they will take care of them indefinitely in the event of disability of any kind during the marriage. A disability is defined as any diagnosed condition materially affecting an individual, either mentally or physically, that prohibits their ability to seek employment. If a Spouse does not uphold this Section, then this Agreement can be made void by the disabled party.

☐ - **Does Not Pledge** to the other that they will take care of them indefinitely in the event of disability of any kind during the marriage. A disability is defined as any diagnosed condition materially affecting an

individual, either mentally or physically, that prohibits their ability to seek employment.

X. CHANGE OF CIRCUMSTANCES. The Couple agrees that: (check one)

☐ - Spousal Support **Cannot** Change. No court shall have jurisdiction to change the Spousal Support payment or non-payment by a Spouse to the other Spouse at any time mentioned in this Agreement. This shall be regardless of any change of circumstances that may arise. If there is Spousal Support, it cannot change except by the Receiving Spouse's death, remarriage, or termination by further court order, whichever occurs first, which shall terminate the Spousal Support payments.

☐ - Spousal Support **Can** Change. Spousal Support may be ordered payable only upon a proper showing in a change of circumstances with either Spouse. A change of circumstance is limited to: (check all that apply)

☐ - Job Loss
☐ - Disability
☐ - Other. _____.

XI. HEALTH INSURANCE. The Couple agrees that: (check one)

☐ - Each Spouse is responsible for **Their Own** health insurance in the event of Divorce.

☐ - Health insurance **Is Provided** by the ☐ Husband ☐ Wife ("Health Insurance Providing Spouse") to the ☐ Husband ☐ Wife ("Health Insurance Receiving Spouse") for a period of ____ ☐ Months ☐ Years.

Health insurance shall include: (check all that apply)

☐ - Medical
☐ - Dental
☐ - Vision Care
☐ - Other. _____.

To facilitate the use of such coverage for the Health Insurance Receiving Spouse, the Health Insurance Providing Spouse agrees to cooperate fully and help to obtain and provide all necessary insurance cards, claim forms, health documents, records, and delivering insurance payments in a timely manner.

XII. MARITAL HOME. At the time of writing this Agreement: (check one)

☐ - The Couple **Does Not** own a home, either separately or jointly.

☐ - The ☐ Husband ☐ Wife ☐ Couple **Owns** a residence at the property address of: _____ ("Marital Home").

In the event of Divorce, the Marital Home shall be owned by the: (check one)

☐ - Husband
☐ - Wife
☐ - Couple (jointly)

XIII. FINANCIAL DISCLOSURE. The Couple has: (check one)

☐ - **Waived** their right to view each other's financials along with any other disclosures, forms, or discovery proceedings as by right under state law.

☐ - **Disclosed** the following financial disclosures in accordance with state law:

a.) **Husband's Property**. It is declared by the Husband to be the owner of the following assets and property:

(Continued on Attachment A if required)

b.) **Husband's Debts**. It is declared by the Husband to be the holder of the following debts and liabilities:

(Continued on Attachment B if required)

c.) **Wife's Property**. It is declared by the Husband to be the owner of the following assets and property:

(Continued on Attachment C if required)

d.) **Wife's Debts**. It is declared by the Wife to be the holder of the following debts and liabilities:

(Continued on Attachment D if required)

XIV. OWNERSHIP OF PROPERTY. In the event of Divorce, the Couple agrees that each Spouse's assets and property are the following:

Assets and property owned **Before** the marriage shall be owned by: (check one)

☐ - Each Spouse respectively.

☐ - The Couple.

Assets and property owned **During** the marriage shall be owned by: (check one)

☐ - Each Spouse respectively.

☐ - The Couple.

XV. OWNERSHIP OF DEBTS. In the event of Divorce, the Couple agrees that each Spouse's debts and liabilities are the following:

Debts and liabilities owned **Before** the marriage shall be owned by: (check one)

☐ - Each Spouse respectively.

☐ - The Couple.

Debts and liabilities owned **During** the marriage shall be owned by: (check one)

☐ - Each Spouse respectively.

☐ - The Couple.

XVI. **RIGHTS AS A BENEFICIARY**. If either Spouse has included the other as a beneficiary in an estate document, both Spouses shall: (check one)

☐ - **Be Withdrawn** and prohibited from receiving any type of inheritance from the Spouse's estate in the event of Divorce. This statement shall survive whether or not it is written in any other document that a Spouse is to receive assets or property from an estate.

☐ - **Remain Included** in the other Spouse's estate in the event of Divorce. If a Spouse excludes the other Spouse from their estate, it is their free will and decision granted to them under law.

For the purposes of this Section, estate documents shall include, but are not limited to, a last will and testament, an inter vivos trust, or any form where a Spouse is to benefit and receive assets or property upon the other Spouse's death.

XVII. **REASON FOR AGREEMENT.** This Agreement is created due to the Couple being legally married to one another and to create a mutually beneficial agreement in the event of Divorce. This Agreement shall be considered a legally binding contract in accordance with Governing Law to the benefit of the Couple.

a.) **Separation of Property**. The Couple both formally consent out of their own free will to provide the status, ownership, and division of property. This Agreement shall also include future income, assets, and liabilities of the Couple.
b.) **Irreconcilable Differences**. The Couple recognizes the possibility of unhappy differences that may arise between them. Therefore, this Agreement shall take precedence over any federal, state, or local guidelines or standards for Divorce.
c.) **Financial Disclosures**. Each Spouse agrees that all financial disclosures of assets and liabilities have been exchanged amongst the Couple, if applicable in Section XIII. If the Couple has waived their rights to financial disclosures, then this sub-Section shall not apply to this Agreement. Each Spouse understands that if any financial disclosure has not been exchanged that it could render this Agreement void. Such financial

disclosure shall be determined by an asset or liability equal to or more than the minimum legal limit in the state, or $5,000.00, whichever is greater in the total value at the time of signing this Agreement.

d.) **Review Period**. Each Spouse agrees that they have taken the appropriate amount of time to review this Agreement and understand its terms.

e.) **Recommendation of Counsel**. It is highly recommended, if not required under state law, that each Spouse seek the advice of legal counsel.

XVIII. FULL DISCLOSURE OF ASSETS. Each Spouse warrants to the other that they do not have any knowledge of any assets and property other than those disclosed in accordance with Section XIII. If the Couple has waived their rights to financial disclosures, then this Section shall not apply to this Agreement. If either Spouse has any knowledge of any asset or property other than those disclosed in accordance with Section XIII, the Spouse that did not disclose said assets and property shall transfer or pay to the other Spouse, at their sole decision, one of the following:

a.) If the asset or property is reasonably susceptible to division, a portion of the asset equal to the Spouse's interest in it;

b.) The fair market value of the Spouse's interest in the asset on the effective date of this Agreement, plus interest at the maximum rate under state law or ten percent (10%) per annum, whichever is greater, from the effective date to the date of payment; or

c.) The fair market value of the Spouse's interest in the asset on the date on which the other Spouse discovers the existence of the asset, plus interest at the maximum rate under state law or ten percent (10%) per annum, whichever is greater, from the discovery date to the date of payment.

This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from non-disclosure of assets.

XIX. FULL DISCLOSURE OF LIABILITIES. Each Spouse warrants to the other that they have not incurred nor shall incur, on or before the effective date of this Agreement, any liability not disclosed and listed in this Agreement for which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other Spouse.

If either Spouse has incurred or does incur, on or before the effective date of this Agreement, any liability not disclosed and listed in this Agreement for which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other Spouse, that the non-disclosing Spouse shall fully indemnify the other with respect to the obligation, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision shall not be deemed

to impair the availability, in a court of competent jurisdiction, of any other remedy arising from non-disclosure of such liabilities.

XX. **FUTURE DEBTS & LIABILITIES**. Each Spouse warrants to the other that they shall not incur, after the effective date of this Agreement, any debt or liability for which the other shall be or may become personally liable or that could be enforced against an asset held by the other Spouse.

a.) If either Spouse incurs, after the effective date of this Agreement, any debt or liability for which the other shall be or may become personally liable or that could be enforced against an asset held by the other Spouse, that warrantor shall indemnify the other for any liability on the obligation, attorney fees, and related costs.

XXI. **RECONCILIATION**. If the Couple begins the Divorce process and reconciles, this Agreement shall nevertheless remain in full effect unless and until it is modified or revoked in writing and signed by the Couple.

XXII. **MODIFICATION BY SUBSEQUENT AGREEMENT**. This Agreement may be modified by subsequent agreement of the Couple only by an instrument in writing signed by both of them, an oral agreement to the extent that the Couple executes it, or an in-court oral agreement made into order by a court of competent jurisdiction.

XXIII. **NOTICE OF BANKRUPTCY FILING**. If either Spouse decides to claim any rights under the bankruptcy laws, that Spouse must notify the other of this intention in writing at least ten (10) days before filing the petition. Such notice must include, but not necessarily be limited to, the name, address, and telephone number of the attorney, if any, representing the Spouse in that proceeding and the court in which the petition shall be filed.

XXIV. **ATTORNEY FEES TO ENFORCE OR MODIFY AGREEMENT**. Except as to reserved issues, the prevailing Spouse in any action or proceeding to enforce or modify any provision of this Agreement, or any corresponding provision of a subsequent judgment into which the provision is merged, shall be awarded reasonable attorney fees and costs for the Spouse to be deemed the prevailing Spouse for purposes of this provision, he or she must, at least ten (10) days before the filing of any motion, provide written notice to the other Spouse specifying the alleged breach or default, if capable of being cured, or the modification requested. The other Spouse must then be allowed to avoid implementation of this provision by curing the breach or default specified or executing an agreement for the modification requested during the ten (10) day period.

XXV. **COOPERATION IN IMPLEMENTATION**. Upon the demand of either Spouse and without undue delay or expense, each Spouse shall execute, acknowledge, or deliver any instrument, furnish any information, or perform any other acts

reasonably necessary to carry out the provisions of this Agreement. If a Spouse fails to execute any document as required by this provision, the court may appoint the court clerk or his or her authorized designee to execute the document on that Spouse's behalf.

XXVI. EFFECTIVE DATE. The effective date of this Agreement shall be the date of its execution by the second Spouse of the Couple.

XXVII. COURT ACTION. If a judgment for Divorce is obtained by either Spouse, an original copy of this Agreement shall be attached to the judgment. The court shall be requested to do the following:

a.) Approve the entire Agreement as fair and equitable;
b.) Order the Couple to comply with all of its executory provisions; and
c.) Merge the provisions of this Agreement into the judgment.

XXVIII. ACKNOWLEDGMENTS. Each Spouse acknowledges that he or she respectively:

a.) Is fully informed as to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of the Couple;
b.) Enters into this Agreement voluntarily, free from fraud, undue influence, coercion, or duress of any type;
c.) Is either representing themselves in an "in pro per" status or is seeking counsel in accordance with state law;
d.) Prior to executing this Agreement, either Spouse may have this Agreement reviewed by an attorney; and
e.) Has read, considered, and understands each provision and section of this Agreement.

XXIX. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXX. GOVERNING LAW. This Agreement has been construed in accordance with the laws in the state of Nevada ("Governing Law").

XXXI. ADDITIONAL TERMS & CONDITIONS.

XXXII. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Couple on these matters, superseding any previous agreement between them.

XXXIII. SIGNATURES AND DATES. This Agreement is agreed to by the Couple and signed in the presence of: (check all that apply)

☐ - Two (2) Witnesses
☐ - Notary Public
☐ - Legal Counsel (independent)

Husband's Signature: _____ Date: _____

Print Name: _____

Wife's Signature: _____ Date: _____

Print Name: _____

TWO (2) WITNESSES

We, the witnesses, each do hereby declare in the presence of the Husband and Wife that each signed and executed this Postnuptial Agreement in the presence of each of us, that the Husband and Wife signed it willingly, that each of us hereby signs this Postnuptial Agreement as witnesses at the request of the Couple and in the Couple's presence, and that, to the best of our knowledge, the Husband and Wife are each eighteen (18) years of age or over, of sound mind, and under no constraint or undue influence.

Witness's Signature: _____ Date: _____

Print Name: _____

Witness's Signature: _____ Date: _____

Print Name: _____

NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On _____, before me appeared _____ as the Husband and _____ as the Wife of this Postnuptial Agreement who proved to me through government-issued photo identification to be the above-named persons, in my presence executed the foregoing instrument and acknowledged that (s)he executed the same as his/her free act and deed.

_____

Notary Public

_____

Print Name

My commission expires: _____

HUSBAND'S
ACKNOWLEDGMENT OF INDEPENDENT LEGAL ADVICE

State of _____

County of _____

I, _____, a licensed attorney in the state of _____, do hereby certify on this date of _____, 20____, that _____, the Husband, sought and received sufficient legal consultation in reference to a Postnuptial Agreement. The Husband's legal consultation was separate from _____, the Wife, and acknowledged that the Husband's rights and liabilities were explained fully and to their sole benefit. I attest under perjury that the Husband voluntarily executed this acknowledgment in my presence without any duress or undue influence.

Licensed Attorney: _____ Date: _____

Print Name: _____

Husband's Signature: _____ Date: _____

Print Name: _____

WIFE'S
ACKNOWLEDGMENT OF INDEPENDENT LEGAL ADVICE

State of _____

County of _____

I, _____, a licensed attorney in the state of _____ do hereby certify on this date of _____ that _____, the Wife, sought and received sufficient legal consultation in reference to a Postnuptial Agreement. The Wife's legal consultation was separate from _____, the Husband, and acknowledged that the Wife's rights and liabilities were explained fully and to their sole benefit. I attest under perjury that the Wife voluntarily executed this acknowledgment in my presence without any duress or undue influence.

Licensed Attorney: _____ Date: _____

Print Name: _____

Wife's Signature: _____ Date: _____

Print Name: _____

ATTACHMENT A
(HUSBAND'S ASSETS & PROPERTY)

Continuation of **Section XIII(a)**:

ATTACHMENT B
(HUSBAND'S DEBT & LIABILITIES)

Continuation of **Section XIII(b)**:

ATTACHMENT C
(WIFE'S ASSETS & PROPERTY)

Continuation of **Section XIII(c)**:

ATTACHMENT D
(WIFE'S DEBTS & LIABILITIES)

Continuation of **Section XIII(d)**:

ATTACHMENT E
(CHILDREN OUTSIDE THE COUPLE)

I. **CHILDREN OUTSIDE THE COUPLE.** There are/is ____ minor Children Outside of the Couple and described below:

Child's Name: _____ Age: ____ Parent(s): ☐ Husband ☐ Wife

Child's Name: _____ Age: ____ Parent(s): ☐ Husband ☐ Wife

Child's Name: _____ Age: ____ Parent(s): ☐ Husband ☐ Wife

Hereinafter known as the "Children Outside the Couple."

II. **CHILD SUPPORT DURING MARRIAGE.** During the marriage, the Children Outside the Couple shall be provided support by:

☐ - The Couple.
☐ - Each Spouse shall provide for their own Children Outside the Couple.
☐ - Other. _____.

III. **CHILD SUPPORT AFTER MARRIAGE**. In the event of Divorce under this Agreement, there shall be: (check one)

☐ - **No Child Support.** Neither Spouse is obligated to pay child support for any Children Outside the Couple other than their own.

☐ - **Deferred** to the local court or Child Support Services Department in the state of _____ ("Child Support") to decide for the Children Outside the Couple.

☐ - **Child Support Payments.** Child Support payments for the Children Outside the Couple shall be made by the ☐ Husband ☐ Wife to the ☐ Husband ☐ Wife in payments of $_____ due each month commencing on the 1st of the month following a petition for Divorce being filed in the jurisdiction of Governing Law ("Child Support"). Child Support shall continue until the first of the following events:

a.) Any child attains age 19, or has attained age 18, and either is not a full-time high school student or is self-supporting;
b.) Any child dies;
c.) Any child enters into a valid marriage, is on active duty with any of the armed forces of the United States of America, receives a declaration of emancipation under state law, or otherwise becomes emancipated by leaving home and becoming self-supporting;

d.) Any custodial parent dies, and the other parent assumes custody of the child; or
e.) By court order.

IV. SIGNATURES AND DATES. This Attachment E is agreed to by:

Husband's Signature: _____ Date: _____

Print Name: _____

Wife's Signature: _____ Date: _____

Print Name: _____