

# Prenuptial Agreement — State of Nebraska

State of Nebraska

Spouse 1: \_\_\_\_\_

Spouse 2: \_\_\_\_\_

Property Rule: Merge Assets

Alimony Waiver: No

## PARTIES & INTENTION TO MARRY

This Prenuptial Agreement ("Agreement") is made and entered into prior to marriage, by and between \_\_\_\_\_ ("Spouse 1"), having an address at \_\_\_\_\_, and \_\_\_\_\_ ("Spouse 2"), having an address at \_\_\_\_\_. The parties contemplate marriage and desire to define their respective rights and obligations regarding separate and marital property.

## PROPERTY DIVISION & EARNINGS

**SEPARATE PROPERTY:** Separate property is strictly limited to the assets explicitly listed on the attached schedules. All other assets owned prior to marriage shall merge and be classified as joint marital property.

**EARNINGS ACQUIRED DURING MARRIAGE:** All earnings, salary, and income acquired by either spouse during the marriage from personal work, services, or investments shall be considered joint marital property (community property) and divided equally in the event of divorce.

## SPOUSAL SUPPORT & ALIMONY TERMS

**SPOUSAL SUPPORT:** The right to receive spousal support or maintenance remains subject to determination by a court of competent jurisdiction under the laws of the State of Nebraska in the event of divorce.

## FINANCIAL ASSET & DEBT DISCLOSURE

**FINANCIAL DISCLOSURE:** The parties have elected to sign this Agreement without attaching detailed financial disclosure schedules. **WARNING:** Declining to disclose financial assets and debts may render this prenuptial agreement invalid and unenforceable under the laws of the State of Nebraska.

## EXECUTION & STATE LEGAL STANDARDS

**EXECUTION & COMPLIANCE:** This Agreement is signed in writing and must be executed voluntarily by both prospective spouses before the day of marriage.

## GOVERNING LAW & INTEGRATION

**GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska. Any disputes arising under this Agreement shall be resolved in the courts of Nebraska.

This Agreement constitutes the entire marital agreement between the parties and overrides all prior oral or written representations.

## STATE-REQUIRED PROVISIONS

**NEBRASKA UNIFORM PREMARITAL AGREEMENT ACT (NEB. REV. STAT. §§ 42-1001 TO 42-1011):  
THE PARTIES CERTIFY THAT THIS AGREEMENT WAS EXECUTED VOLUNTARILY, WITH  
ADEQUATE FINANCIAL DISCLOSURES EXCHANGED BETWEEN BOTH PARTIES.**

## SIGNATURES

\_\_\_\_\_  
Signature

**Spouse 1:** \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Spouse 2:** \_\_\_\_\_

Date: \_\_\_\_\_

## NOTARY ACKNOWLEDGMENT

**STATE OF NEBRASKA**

**COUNTY OF** \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared the Principal/Testator, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

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