

McFARLING LAW GROUP

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Instructions for Premarital Agreement Intake Form

Please read carefully

Information: Premarital agreements act like a Will. If someone does not have a Will, their assets are distributed under probate laws of the state the deceased lived in. A Will opts out of the state's probate laws and allows the person to decide what they want to do with their assets.

A premarital agreement is the same thing. Without a premarital agreement, if you get divorced the state's divorce laws take over in dividing assets, debts, and determining alimony. A premarital agreement allows the parties to opt out of these laws and decide for themselves how assets, debts, and alimony will be handled in the event of divorce.

Nevada Community Property Law: Nevada is a community property state. This means that all assets and debts acquired after marriage are community property and will be divided equally in a divorce.

Alimony: Alimony is a discretionary item determined by a court, considering many factors. Parties can waive alimony in a premarital agreement; or they can pre-define alimony terms. For example:

Example 1: Party A agrees to pay Party B a lump sum of alimony of \$10,000 for every year of marriage.

Example 2: Party A agrees to pay Party B alimony of \$1,000 per month for a period equal to one-half the length of the marriage.

Parties can agree to waive alimony. But one basis to invalidate a premarital agreement is unconscionability. In cases where there is a massive disparity in net-worth or the terms of the premarital agreement would leave one party destitute, it is advisable to include some alimony to avoid the agreement being deemed unconscionable.

Creation of Community Property: Often parties want to create some community property. Common examples would be the purchase of a marital home or putting some money in a joint bank account. You can outline this in your premarital

agreement.

Asset Disclosure: A valid premarital agreement requires both parties to disclose all assets and debts in the premarital agreement. Failure to adequately disclose all assets and debts can lead to the premarital agreement being void. This is very important.

Other Party Needs an Attorney: One of the most common ways a party later tries to invalidate a premarital agreement is to claim they did not understand it or were under duress at the time they signed it. To eliminate that concern, McFarling Law Group requires the other party to retain independent counsel. This counsel must also sign the premarital agreement certification form, certifying they explained the premarital agreement and its effects to the other party. The certification also states the other party is free from duress and appeared of sound mind and not under the influence of drugs or alcohol.

Premarital Agreement Intake Form

Today's date:

Personal Data

Name:

Phone:

Email:

Address:

City, State, Zip:

Occupation:

Employer Name and Address:

City, State, Zip:

Other Party

Name:

Phone:

Email:

Address:

City, State, Zip:

Occupation:

Employer Name and Address:

City, State, Zip:

Attorney for Opposing Party (if any):

Anticipated Marriage Date:

Main concerns you want addressed in the Premarital Agreement:

Yes No

Do you wish to create any community property post marriage (see instructions)?

If yes, please describe:

Alimony

Check Here

I wish to explicitly waive alimony (see instructions):

I wish to include alimony in the following manner:

