

SENATE BILL NO. 247—SENATOR KIHUEN

MARCH 13, 2013

Referred to Committee on Judiciary

SUMMARY—Revises provisions relating to domestic relations.
(BDR 11-872)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to domestic relations; repealing the Uniform Premarital Agreement Act and adopting the Uniform Premarital and Marital Agreements Act; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law contains the Uniform Premarital Agreement Act to govern agreements entered into between prospective spouses in contemplation of marriage which affirm, modify or waive the rights or obligations of a spouse during the marriage or at separation, the dissolution of the marriage or the death of a spouse. (Chapter 123A of NRS) This bill repeals this Act and enacts the Uniform Premarital and Marital Agreements Act adopted by the Uniform Law Commission. Under this bill, the law governing the formation and enforcement of premarital agreements is applied to agreements entered into between spouses who intend to remain married which affirm, modify or waive the rights or obligations of a spouse during the marriage or at separation, marital dissolution or the death of a spouse.

Sections 18 and 21 of this bill set forth the requirements for the formation and enforceability of a premarital agreement or marital agreement. Under **section 18**, the agreement must be in a written or electronic record and signed by both parties and the agreement is enforceable without consideration. Under **section 21**, a premarital agreement or marital agreement is unenforceable if a party challenging the enforceability of the agreement proves that: (1) his or her consent to the agreement was involuntary or the result of duress; (2) he or she did not have access to independent legal representation, as defined in this bill, before signing the agreement; (3) he or she did not have independent legal representation at the time the agreement was signed and the agreement did not include certain notice concerning the rights or obligations being modified or waived; or (4) he or she did not receive adequate financial disclosure, as defined in this bill, before signing the agreement. **Section 21** further authorizes a court to refuse to enforce a term of a premarital agreement or marital agreement if, in the context of the agreement taken as a whole, the term was unconscionable at the time of signing or enforcement of



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the term would result in substantial hardship for a party because of a material change in circumstances arising after the agreement was signed.

Section 22 of this bill sets forth certain terms in a premarital agreement or marital agreement that are not enforceable. Under **section 22**, a term is not enforceable to the extent that it: (1) adversely affects a child's right to support; (2) limits or restricts the remedies available to a victim of domestic violence; (3) purports to modify the grounds for legal separation or marital dissolution; or (4) penalizes a party for initiating a legal proceeding leading to legal separation or marital dissolution. **Section 22** further provides that a term of an agreement which defines the rights or duties of the parties regarding custody or visitation of a child is not binding on a court.

Sections 15 and 35 of this bill set forth the premarital and marital agreements to which the provisions of this bill will apply. **Section 35** provides that the provisions of this bill apply only to premarital agreements or marital agreements signed on or after January 1, 2014, and do not affect any right, obligation or liability arising under a premarital agreement or marital agreement signed before January 1, 2014.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 123.010 is hereby amended to read as follows:

123.010 1. The property rights of husband and wife are governed by this chapter, unless there is:

(a) A premarital agreement *or marital agreement* which is enforceable pursuant to chapter 123A of NRS; or

(b) A marriage contract or settlement,
↪ containing stipulations contrary thereto.

2. Chapter 76, Statutes of Nevada 1865, is repealed, but no rights vested or proceedings taken before March 10, 1873, shall be affected by anything contained in this chapter of NRS.

Sec. 2. NRS 123.259 is hereby amended to read as follows:

123.259 1. Except as otherwise provided in subsection 2, a court of competent jurisdiction may, upon a proper petition filed by a spouse or the guardian of a spouse, enter a decree dividing the income and resources of a husband and wife pursuant to this section if one spouse is an institutionalized spouse and the other spouse is a community spouse.

2. The court shall not enter such a decree if the division is contrary to a premarital agreement *or marital agreement* between the spouses which is enforceable pursuant to chapter 123A of NRS.

3. Unless modified pursuant to subsection 4 or 5, the court may divide the income and resources:

(a) Equally between the spouses; or

(b) By protecting income for the community spouse through application of the maximum federal minimum monthly maintenance needs allowance set forth in 42 U.S.C. § 1396r-5(d)(3)(C) and by



1 permitting a transfer of resources to the community spouse an
2 amount which does not exceed the amount set forth in 42 U.S.C. §
3 1396r-5(f)(2)(A)(ii).

4 4. If either spouse establishes that the community spouse needs
5 income greater than that otherwise provided under paragraph (b) of
6 subsection 3, upon finding exceptional circumstances resulting in
7 significant financial duress and setting forth in writing the reasons
8 for that finding, the court may enter an order for support against the
9 institutionalized spouse for the support of the community spouse in
10 an amount adequate to provide such additional income as is
11 necessary.

12 5. If either spouse establishes that a transfer of resources to the
13 community spouse pursuant to paragraph (b) of subsection 3, in
14 relation to the amount of income generated by such a transfer, is
15 inadequate to raise the income of the community spouse to the
16 amount allowed under paragraph (b) of subsection 3 or an order for
17 support issued pursuant to subsection 4, the court may substitute an
18 amount of resources adequate to provide income to fund the amount
19 so allowed or to fund the order for support.

20 6. A copy of a petition for relief under subsection 4 or 5 and
21 any court order issued pursuant to such a petition must be served on
22 the Administrator of the Division of Welfare and Supportive
23 Services of the Department of Health and Human Services when
24 any application for medical assistance is made by or on behalf of an
25 institutionalized spouse. The Administrator may intervene no later
26 than 45 days after receipt by the Division of Welfare and Supportive
27 Services of the Department of Health and Human Services of an
28 application for medical assistance and a copy of the petition and any
29 order entered pursuant to subsection 4 or 5, and may move to
30 modify the order.

31 7. A person may enter into a written agreement with his or her
32 spouse dividing their community income, assets and obligations into
33 equal shares of separate income, assets and obligations of the
34 spouses. Such an agreement is effective only if one spouse is an
35 institutionalized spouse and the other spouse is a community spouse
36 or a division of the income or resources would allow one spouse to
37 qualify for services under NRS 427A.250 to 427A.280, inclusive.

38 8. An agreement entered into or decree entered pursuant to this
39 section may not be binding on the Division of Welfare and
40 Supportive Services of the Department of Health and Human
41 Services in making determinations under the State Plan for
42 Medicaid.

43 9. As used in this section, "community spouse" and
44 "institutionalized spouse" have the meanings respectively ascribed
45 to them in 42 U.S.C. § 1396r-5(h).



1 **Sec. 3.** Chapter 123A of NRS is hereby amended by adding
2 thereto the provisions set forth as sections 4 to 25, inclusive, of this
3 act.

4 **Sec. 4.** *This chapter may be cited as the Uniform Premarital*
5 *and Marital Agreements Act.*

6 **Sec. 5.** *As used in this chapter, unless the context otherwise*
7 *requires, the words and terms defined in sections 6 to 14,*
8 *inclusive, of this act have the meanings ascribed to them in those*
9 *sections.*

10 **Sec. 6.** *“Amendment” means a modification or revocation of*
11 *a premarital agreement or marital agreement.*

12 **Sec. 7.** *“Marital agreement” means an agreement between*
13 *spouses who intend to remain married which affirms, modifies or*
14 *waives a marital right or obligation during the marriage or at*
15 *separation, marital dissolution, death of one of the spouses or the*
16 *occurrence or nonoccurrence of any other event. The term*
17 *includes, without limitation, an amendment, signed after the*
18 *spouses marry, of a premarital agreement or marital agreement.*

19 **Sec. 8.** *“Marital dissolution” means the ending of a marriage*
20 *by court decree. The term includes, without limitation, a divorce,*
21 *dissolution and annulment.*

22 **Sec. 9.** *“Marital right or obligation” means any of the*
23 *following rights or obligations arising between spouses because of*
24 *their marital status:*

25 1. *Spousal support;*

26 2. *A right to property, including, without limitation,*
27 *characterization, management and ownership;*

28 3. *Responsibility for a liability;*

29 4. *A right to property and responsibility for liabilities at*
30 *separation, marital dissolution or death of a spouse; or*

31 5. *An award and allocation of attorney’s fees and costs.*

32 **Sec. 10.** *“Premarital agreement” means an agreement*
33 *between individuals who intend to marry which affirms, modifies*
34 *or waives a marital right or obligation during the marriage or at*
35 *separation, marital dissolution, death of one of the spouses or the*
36 *occurrence or nonoccurrence of any other event. The term*
37 *includes, without limitation, an amendment, signed before the*
38 *individuals marry, of a premarital agreement.*

39 **Sec. 11.** *“Property” means anything that may be the subject*
40 *of ownership, whether real or personal, tangible or intangible,*
41 *legal or equitable, or any interest therein.*

42 **Sec. 12.** *“Record” means information which is inscribed on*
43 *a tangible medium or which is stored in an electronic or other*
44 *medium and is retrievable in perceivable form.*



1 **Sec. 13.** *“Sign” means with present intent to authenticate or*
2 *adopt a record:*

3 1. *To execute or adopt a tangible symbol; or*

4 2. *To attach to or logically associate with the record an*
5 *electronic symbol, sound or process.*

6 **Sec. 14.** *“State” means a state of the United States, the*
7 *District of Columbia, Puerto Rico, the United States Virgin*
8 *Islands or any territory or insular possession subject to the*
9 *jurisdiction of the United States.*

10 **Sec. 15.** 1. *This chapter does not apply to:*

11 (a) *An agreement between spouses which affirms, modifies or*
12 *waives a marital right or obligation and requires court approval to*
13 *become effective; or*

14 (b) *An agreement between spouses who intend to obtain a*
15 *marital dissolution or decree of legal separation which resolves*
16 *their marital rights or obligations and is signed when a proceeding*
17 *for marital dissolution or decree of legal separation is anticipated*
18 *or pending.*

19 2. *This chapter does not affect adversely the rights of a bona*
20 *fide purchaser for value to the extent that this chapter applies to a*
21 *waiver of a marital right or obligation in a transfer or conveyance*
22 *of property by a spouse to a third party.*

23 **Sec. 16.** *The validity, enforceability, interpretation and*
24 *construction of a premarital agreement or marital agreement are*
25 *determined:*

26 1. *By the law of the jurisdiction designated in the agreement*
27 *if the jurisdiction has a significant relationship to the agreement*
28 *or either party and the designated law is not contrary to a*
29 *fundamental public policy of this State; or*

30 2. *Absent an effective designation described in subsection 1,*
31 *by the law of this State, including, without limitation, the choice-*
32 *of-law rules of this State.*

33 **Sec. 17.** *Unless displaced by any provision of this chapter,*
34 *the principles of law and equity supplement the provisions of this*
35 *chapter.*

36 **Sec. 18.** *A premarital agreement or marital agreement must*
37 *be in a record and signed by both parties. The agreement is*
38 *enforceable without consideration.*

39 **Sec. 19.** *A premarital agreement is effective upon marriage.*
40 *A marital agreement is effective upon signing by both parties.*

41 **Sec. 20.** *If a marriage is determined to be void, a premarital*
42 *agreement or marital agreement is enforceable to the extent*
43 *necessary to avoid an inequitable result.*



1 **Sec. 21. 1. A premarital agreement or marital agreement is**
2 *unenforceable if a party against whom enforcement is sought*
3 *proves:*

4 *(a) The party's consent to the agreement was involuntary or*
5 *the result of duress;*

6 *(b) The party did not have access to independent legal*
7 *representation under subsection 2;*

8 *(c) Unless the party had independent legal representation at*
9 *the time the agreement was signed, the agreement did not include*
10 *a notice of waiver of rights under subsection 3 or an explanation*
11 *in plain language of the marital rights or obligations being*
12 *modified or waived by the agreement; or*

13 *(d) Before signing the agreement, the party did not receive*
14 *adequate financial disclosure under subsection 4.*

15 **2. A party has access to independent legal representation if:**

16 *(a) Before signing a premarital agreement or marital*
17 *agreement, the party has a reasonable time to:*

18 *(1) Decide whether to retain a lawyer to provide*
19 *independent legal representation; and*

20 *(2) Locate a lawyer to provide independent legal*
21 *representation, obtain the lawyer's advice and consider the advice*
22 *provided; and*

23 *(b) The other party is represented by a lawyer and the party*
24 *has the financial ability to retain a lawyer or the other party*
25 *agrees to pay the reasonable fees and expenses of independent*
26 *legal representation.*

27 **3. A notice of waiver of rights under this section requires**
28 *language, conspicuously displayed, substantially similar to the*
29 *following, as applicable to the premarital agreement or marital*
30 *agreement:*

31
32 *If you sign this agreement, you may be:*

33 *Giving up your right to be supported by the person you*
34 *are marrying or to whom you are married.*

35 *Giving up your right to ownership or control of money*
36 *and property.*

37 *Agreeing to pay bills and debts of the person you are*
38 *marrying or to whom you are married.*

39 *Giving up your right to money and property if your*
40 *marriage ends or the person to whom you are married dies.*

41 *Giving up your right to have your legal fees paid.*
42

43 **4. A party has adequate financial disclosure under this**
44 *section if the party:*



1 (a) *Receives a reasonably accurate description and good faith*
2 *estimate of value of the property, liabilities and income of the*
3 *other party;*

4 (b) *Expressly waives, in a separate signed record, the right to*
5 *financial disclosure beyond the disclosure provided; or*

6 (c) *Has adequate knowledge or a reasonable basis for*
7 *having adequate knowledge of the information described in*
8 *paragraph (a).*

9 5. *If a premarital agreement or marital agreement modifies*
10 *or eliminates spousal support and the modification or elimination*
11 *causes a party to the agreement to be eligible for support under a*
12 *program of public assistance at the time of separation or marital*
13 *dissolution, a court, on request of that party, may require the other*
14 *party to provide support to the extent necessary to avoid that*
15 *eligibility.*

16 6. *A court may refuse to enforce a term of a premarital*
17 *agreement or marital agreement if, in the context of the agreement*
18 *taken as a whole:*

19 (a) *The term was unconscionable at the time of signing; or*

20 (b) *Enforcement of the term would result in substantial*
21 *hardship for a party because of a material change in*
22 *circumstances arising after the agreement was signed.*

23 7. *The court shall decide a question of unconscionability or*
24 *substantial hardship under subsection 6 as a matter of law.*

25 **Sec. 22.** 1. *A term in a premarital agreement or marital*
26 *agreement is not enforceable to the extent that it:*

27 (a) *Adversely affects the right of a child to support;*

28 (b) *Limits or restricts a remedy available to a victim of*
29 *domestic violence under the laws of this State other than this*
30 *chapter;*

31 (c) *Purports to modify the grounds for a decree of legal*
32 *separation or marital dissolution available under the laws of this*
33 *State other than this chapter; or*

34 (d) *Penalizes a party for initiating a legal proceeding leading*
35 *to a decree of legal separation or marital dissolution.*

36 2. *A term in a premarital agreement or marital agreement*
37 *which defines the rights or duties of the parties regarding*
38 *custodial responsibility is not binding on the court.*

39 3. *As used in this section, "custodial responsibility" means*
40 *physical or legal custody, parenting time, access, visitation or*
41 *other custodial right or duty with respect to a child.*

42 **Sec. 23.** *A statute of limitations applicable to an action*
43 *asserting a claim for relief under a premarital agreement or*
44 *marital agreement is tolled during the marriage of the parties to*
45 *the agreement, but equitable defenses limiting the time for*



1 *enforcement, including, without limitation, laches and estoppel,*
2 *are available to either party.*

3 **Sec. 24.** *In applying and construing this chapter,*
4 *consideration must be given to the need to promote uniformity of*
5 *the law with respect to the subject of this chapter among states that*
6 *enact it.*

7 **Sec. 25.** *This chapter modifies, limits or supersedes the*
8 *federal Electronic Signatures in Global and National Commerce*
9 *Act, 15 U.S.C. §§ 7001 et seq., but does not modify, limit or*
10 *supersede Section 101(c) of that Act, 15 U.S.C. § 7001(c), or*
11 *authorize electronic delivery of any of the notices described in*
12 *Section 103(b) of that Act, 15 U.S.C. § 7003(b).*

13 **Sec. 26.** NRS 125.150 is hereby amended to read as follows:
14 125.150 Except as otherwise provided in NRS 125.155 and
15 unless the action is contrary to a premarital agreement *or marital*
16 *agreement* between the parties which is enforceable pursuant to
17 chapter 123A of NRS:

18 1. In granting a divorce, the court:

19 (a) May award such alimony to the wife or to the husband, in a
20 specified principal sum or as specified periodic payments, as
21 appears just and equitable; and

22 (b) Shall, to the extent practicable, make an equal disposition of
23 the community property of the parties, except that the court may
24 make an unequal disposition of the community property in such
25 proportions as it deems just if the court finds a compelling reason to
26 do so and sets forth in writing the reasons for making the unequal
27 disposition.

28 2. Except as otherwise provided in this subsection, in granting
29 a divorce, the court shall dispose of any property held in joint
30 tenancy in the manner set forth in subsection 1 for the disposition of
31 community property. If a party has made a contribution of separate
32 property to the acquisition or improvement of property held in joint
33 tenancy, the court may provide for the reimbursement of that party
34 for his or her contribution. The amount of reimbursement must not
35 exceed the amount of the contribution of separate property that can
36 be traced to the acquisition or improvement of property held in joint
37 tenancy, without interest or any adjustment because of an increase in
38 the value of the property held in joint tenancy. The amount of
39 reimbursement must not exceed the value, at the time of the
40 disposition, of the property held in joint tenancy for which the
41 contribution of separate property was made. In determining whether
42 to provide for the reimbursement, in whole or in part, of a party who
43 has contributed separate property, the court shall consider:

44 (a) The intention of the parties in placing the property in joint
45 tenancy;



(b) The length of the marriage; and

(c) Any other factor which the court deems relevant in making a just and equitable disposition of that property.

As used in this subsection, "contribution" includes, without limitation, a down payment, a payment for the acquisition or improvement of property, and a payment reducing the principal of a loan used to finance the purchase or improvement of property. The term does not include a payment of interest on a loan used to finance the purchase or improvement of property, or a payment made for maintenance, insurance or taxes on property.

3. Except as otherwise provided in NRS 125.141, whether or not application for suit money has been made under the provisions of NRS 125.040, the court may award a reasonable attorney's fee to either party to an action for divorce if those fees are in issue under the pleadings.

4. In granting a divorce, the court may also set apart such portion of the husband's separate property for the wife's support, the wife's separate property for the husband's support or the separate property of either spouse for the support of their children as is deemed just and equitable.

5. In the event of the death of either party or the subsequent remarriage of the spouse to whom specified periodic payments were to be made, all the payments required by the decree must cease, unless it was otherwise ordered by the court.

6. If the court adjudicates the property rights of the parties, or an agreement by the parties settling their property rights has been approved by the court, whether or not the court has retained jurisdiction to modify them, the adjudication of property rights, and the agreements settling property rights, may nevertheless at any time thereafter be modified by the court upon written stipulation signed and acknowledged by the parties to the action, and in accordance with the terms thereof.

7. If a decree of divorce, or an agreement between the parties which was ratified, adopted or approved in a decree of divorce, provides for specified periodic payments of alimony, the decree or agreement is not subject to modification by the court as to accrued payments. Payments pursuant to a decree entered on or after July 1, 1975, which have not accrued at the time a motion for modification is filed may be modified upon a showing of changed circumstances, whether or not the court has expressly retained jurisdiction for the modification. In addition to any other factors the court considers relevant in determining whether to modify the order, the court shall consider whether the income of the spouse who is ordered to pay alimony, as indicated on the spouse's federal income tax return for the preceding calendar year, has been reduced to such a level that



1 the spouse is financially unable to pay the amount of alimony the
2 spouse has been ordered to pay.

3 8. In addition to any other factors the court considers relevant
4 in determining whether to award alimony and the amount of such an
5 award, the court shall consider:

6 (a) The financial condition of each spouse;

7 (b) The nature and value of the respective property of each
8 spouse;

9 (c) The contribution of each spouse to any property held by the
10 spouses pursuant to NRS 123.030;

11 (d) The duration of the marriage;

12 (e) The income, earning capacity, age and health of each spouse;

13 (f) The standard of living during the marriage;

14 (g) The career before the marriage of the spouse who would
15 receive the alimony;

16 (h) The existence of specialized education or training or the
17 level of marketable skills attained by each spouse during the
18 marriage;

19 (i) The contribution of either spouse as homemaker;

20 (j) The award of property granted by the court in the divorce,
21 other than child support and alimony, to the spouse who would
22 receive the alimony; and

23 (k) The physical and mental condition of each party as it relates
24 to the financial condition, health and ability to work of that spouse.

25 9. In granting a divorce, the court shall consider the need to
26 grant alimony to a spouse for the purpose of obtaining training or
27 education relating to a job, career or profession. In addition to any
28 other factors the court considers relevant in determining whether
29 such alimony should be granted, the court shall consider:

30 (a) Whether the spouse who would pay such alimony has
31 obtained greater job skills or education during the marriage; and

32 (b) Whether the spouse who would receive such alimony
33 provided financial support while the other spouse obtained job skills
34 or education.

35 10. If the court determines that alimony should be awarded
36 pursuant to the provisions of subsection 9:

37 (a) The court, in its order, shall provide for the time within
38 which the spouse who is the recipient of the alimony must
39 commence the training or education relating to a job, career or
40 profession.

41 (b) The spouse who is ordered to pay the alimony may, upon
42 changed circumstances, file a motion to modify the order.

43 (c) The spouse who is the recipient of the alimony may be
44 granted, in addition to any other alimony granted by the court,
45 money to provide for:



(1) Testing of the recipient's skills relating to a job, career or profession;

(2) Evaluation of the recipient's abilities and goals relating to a job, career or profession;

(3) Guidance for the recipient in establishing a specific plan for training or education relating to a job, career or profession;

(4) Subsidization of an employer's costs incurred in training the recipient;

(5) Assisting the recipient to search for a job; or

(6) Payment of the costs of tuition, books and fees for:

(I) The equivalent of a high school diploma;

(II) College courses which are directly applicable to the recipient's goals for his or her career; or

(III) Courses of training in skills desirable for employment.

11. For the purposes of this section, a change of 20 percent or more in the gross monthly income of a spouse who is ordered to pay alimony shall be deemed to constitute changed circumstances requiring a review for modification of the payments of alimony. As used in this subsection, "gross monthly income" has the meaning ascribed to it in NRS 125B.070.

Sec. 27. NRS 125.155 is hereby amended to read as follows:

125.155 Unless the action is contrary to a premarital agreement or marital agreement between the parties which is enforceable pursuant to chapter 123A of NRS or is prohibited by specific statute:

1. In determining the value of an interest in or entitlement to a pension or retirement benefit provided by the Public Employees' Retirement System pursuant to chapter 286 of NRS or the Judicial Retirement Plan established pursuant to NRS 1A.300, the court:

(a) Shall base its determination upon the number of years or portion thereof that the contributing party was employed and received the interest or entitlement, beginning on the date of the marriage and ending on the date on which a decree of legal separation or divorce is entered; and

(b) Shall not base its determination upon any estimated increase in the value of the interest or entitlement resulting from a promotion, raise or any other efforts made by the party who contributed to the interest or entitlement as a result of his or her continued employment after the date of a decree of legal separation or divorce.

2. The court may, in making a disposition of a pension or retirement benefit provided by the Public Employees' Retirement System or the Judicial Retirement Plan, order that the benefit not be paid before the date on which the participating party retires. To



1 ensure that the party who is not a participant will receive payment
2 for the benefits, the court may:

3 (a) On its own motion or pursuant to an agreement of the
4 parties, require the participating party to furnish a performance or
5 surety bond, executed by the participating party as principal and by
6 a corporation qualified under the laws of this state as surety, made
7 payable to the party who is not a participant under the plan, and
8 conditioned upon the payment of the pension or retirement benefits.
9 The bond must be in a principal sum equal to the amount of the
10 determined interest of the nonparticipating party in the pension or
11 retirement benefits and must be in a form prescribed by the court.

12 (b) On its own motion or pursuant to an agreement of the
13 parties, require the participating party to purchase a policy of life
14 insurance. The amount payable under the policy must be equal to
15 the determined interest of the nonparticipating party in the pension
16 or retirement benefits. The nonparticipating party must be named as
17 a beneficiary under the policy and must remain a named beneficiary
18 until the participating party retires.

19 (c) Pursuant to an agreement of the parties, increase the value of
20 the determined interest of the nonparticipating party in the pension
21 or retirement benefit as compensation for the delay in payment of
22 the benefit to that party.

23 (d) On its own motion or pursuant to an agreement of the
24 parties, allow the participating party to provide any other form of
25 security which ensures the payment of the determined interest of the
26 nonparticipating party in the pension or retirement benefit.

27 3. If a party receives an interest in or an entitlement to a
28 pension or retirement benefit which the party would not otherwise
29 have an interest in or be entitled to if not for a disposition made
30 pursuant to this section, the interest or entitlement and any related
31 obligation to pay that interest or entitlement terminates upon the
32 death of either party unless pursuant to:

33 (a) An agreement of the parties; or

34 (b) An order of the court,

35 ➔ a party who is a participant in the Public Employees' Retirement
36 System or the Judicial Retirement Plan provides an alternative to an
37 unmodified service retirement allowance pursuant to NRS 1A.450
38 or 286.590.

39 **Sec. 28.** NRS 125.200 is hereby amended to read as follows:

40 125.200 1. Except as otherwise provided in subsection 2,
41 during the pendency of an action brought pursuant to NRS 125.190,
42 the court may, in its discretion, require either spouse to pay any
43 money necessary for the prosecution of the action and for the
44 support and maintenance of the other spouse and their children.



2. The court may not require either spouse to pay for the support or maintenance of the other spouse if it is contrary to a premarital agreement *or marital agreement* between the parties which is enforceable pursuant to chapter 123A of NRS.

Sec. 29. NRS 125.210 is hereby amended to read as follows:

125.210 1. Except as otherwise provided in subsection 2, in any action brought pursuant to NRS 125.190, the court may:

(a) Assign and decree to either spouse the possession of any real or personal property of the other spouse;

(b) Order or decree the payment of a fixed sum of money for the support of the other spouse and their children;

(c) Provide that the payment of that money be secured upon real estate or other security, or make any other suitable provision; and

(d) Determine the time and manner in which the payments must be made.

2. The court may not:

(a) Assign and decree to either spouse the possession of any real or personal property of the other spouse; or

(b) Order or decree the payment of a fixed sum of money for the support of the other spouse,

↳ if it is contrary to a premarital agreement *or marital agreement* between the spouses which is enforceable pursuant to chapter 123A of NRS.

3. Except as otherwise provided in chapter 130 of NRS, the court may change, modify or revoke its orders and decrees from time to time.

4. No order or decree is effective beyond the joint lives of the husband and wife.

Sec. 30. NRS 115.060 is hereby amended to read as follows:

115.060 Except as otherwise provided in a premarital agreement *or marital agreement* between the husband and wife which is enforceable pursuant to chapter 123A of NRS:

1. If the property declared upon as a homestead is community property, the husband and wife shall be deemed to hold the homestead as community property with a right of survivorship. Upon the death of either spouse:

(a) The exemption of the homestead from execution continues, without further filing, as to any debt or liability existing against the spouses, or either of them, until the death of the survivor and thereafter as to any debt or liability existing against the survivor at the time of the survivor's death.

(b) The property vests absolutely in the survivor.

2. If the property declared upon as a homestead is the separate property of either spouse, the husband and wife shall be deemed to hold the right to exemption of the homestead from execution jointly



1 while both spouses are living. If the property retains its character as
2 separate property until the death of one or the other of the spouses:

3 (a) If it is the separate property of the survivor, the exemption of
4 the homestead continues.

5 (b) If it was the separate property of the decedent, the exemption
6 of the homestead from execution continues as to any debt or liability
7 existing against the spouses, or either of them, at the time of death
8 of the decedent but ceases as to any subsequent debt or liability of
9 the survivor.

10 (c) The property belongs to the person, or his or her heirs, to
11 whom it belonged when filed upon as a homestead.

12 3. If the property declared upon as a homestead is the property
13 of a single person, upon the death of the single person:

14 (a) The exemption of the homestead from execution continues,
15 without further filing, as to any debt or liability existing against the
16 person at the time of his or her death and as to any subsequent debt
17 or liability against a person who was living in his or her house at the
18 time of his or her death, if that person continues to reside on the
19 homestead property and is related to him or her by consanguinity or
20 affinity, even if the person through whom the relation by affinity
21 was created predeceased the declarant.

22 (b) The right of enjoyment of the property belongs to each
23 person described in paragraph (a) until that person no longer
24 qualifies under that paragraph.

25 4. If two or more persons who are not related by consanguinity
26 or affinity have claimed as a homestead their respective undivided
27 interests in a single parcel of land or a mobile home, upon the death
28 of one the exemption of the entire property from execution
29 continues as to any debt or liability of the decedent and the other
30 declarants until the death of the last declarant to die, but only for the
31 benefit of a declarant who continues to reside on or in the property.

32 **Sec. 31.** NRS 134.005 is hereby amended to read as follows:

33 134.005 The provisions of this chapter do not apply to the
34 extent that they are inconsistent with the provisions of a premarital
35 agreement *or marital agreement* which was executed by the
36 decedent and the surviving spouse of the decedent and which is
37 enforceable pursuant to chapter 123A of NRS.

38 **Sec. 32.** NRS 135.060 is hereby amended to read as follows:

39 135.060 Except as otherwise provided in NRS 135.050 or in a
40 premarital agreement *or marital agreement* between spouses which
41 is enforceable pursuant to chapter 123A of NRS, where both
42 spouses have died, leaving community property, and there is
43 insufficient evidence that they died otherwise than simultaneously,
44 one-half of all the community property must be distributed as if one



1 spouse had survived and the other one-half thereof must be
2 distributed as if the other spouse had survived.

3 **Sec. 33.** NRS 146.005 is hereby amended to read as follows:

4 146.005 The provisions of this chapter are inapplicable to the
5 extent that they are inconsistent with the provisions of a premarital
6 agreement *or marital agreement* between the decedent and the
7 surviving spouse which is enforceable pursuant to chapter 123A of
8 NRS.

9 **Sec. 34.** NRS 123A.010, 123A.020, 123A.030, 123A.040,
10 123A.050, 123A.060, 123A.070, 123A.080, 123A.090 and
11 123A.100 are hereby repealed.

12 **Sec. 35.** 1. This act applies to a premarital agreement or
13 marital agreement signed on or after January 1, 2014.

14 2. This act does not affect any right, obligation or liability
15 arising under a premarital agreement or marital agreement signed
16 before January 1, 2014.

17 **Sec. 36.** This act becomes effective on January 1, 2014.

LEADLINES OF REPEALED SECTIONS

123A.010 Short title.
123A.020 Application and construction.
123A.030 Definitions.
123A.040 Formalities.
123A.050 Content.
123A.060 Effect of marriage.
123A.070 Amendment and revocation.
123A.080 Enforcement: Generally.
123A.090 Enforcement: Void marriage.
123A.100 Limitation of actions.

