

COHABITATION AGREEMENT

BE IT KNOWN that this Agreement is being made by and between and on . Both parties shall reside at the residence located in the State of in the County of .

The parties wish to define their respective proprietary rights and liabilities arising from their domestic partnership arrangement.

The parties each acknowledge that they enter into this Agreement voluntarily, without any duress or undue influence, and that each has had the opportunity to consult with an attorney of his or her choice.

THE PARTIES HEREBY AGREE:

Agreement Not Governed by State Family Laws of Dissolution and Marriage

The parties hereby agree that they would not live together without being bound by the content of this Agreement. The parties do not intend for their cohabitation or relationship to be governed by any State Family Code, Laws or Statutes regarding marriage or the dissolution of marriage.

The Parties' Relationship

This Agreement does not create a fiduciary relationship between the parties during the cohabitation period and does not impose any duties or obligations on either party other than those expressly provided for in this Agreement.

Public Acknowledgment of the Relationship

Each party shall retain his or her legal name, including surname, as printed and signed in this Agreement and will not use all or part of the name of the other on any documents or instruments, including financial accounts, charge accounts and other accounts. The parties further agree not to represent themselves to anyone as husband or wife or as sharing the same last name. If the parties use the other's same last name or represent themselves to anyone as husband or wife, then the use or representation shall in no way be considered as, and is not the intentions of the parties as, an implied, express, or other agreement to share property or earnings accumulated by the cohabitation or for the support of one by the other. Nor shall the use or representation be considered evidence or intent of the parties to modify this Agreement.

Release

That in consideration of this Agreement, except for the benefits, rights and obligations created by this Agreement, the parties mutually release one another from all claims of any kind whatsoever from the beginning of time to the date of the execution of this Agreement, and that this mutual release shall be valid and binding and insure for the benefit of the heirs, successors and assigns of both parties. Interest may include, but is not limited to, any claims regarding the other's property, any and all manner of action and actions, cause and causes of action, homestead, dower, courtesy, inheritance, letter of administration, descent, or distribution; any claims for

alimony, support, or maintenance, claims for attorney fees, costs, any present claims or future claim that arises out of the cohabitation, oral promises made to the other in regards to his or her property, claims suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, premises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or in equity which against the other ever had, now have, or which the other party's heirs, executors, or administrators hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these Presents.

The Parties' Residence

The parties to this Agreement acknowledge and agree to live jointly, and share all expenses as further outlined and contained herein this Agreement under section "Responsibilities and Household Expenses," and which is a at the following location.

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Disclosure of Property

Each party has fully and completely, to the best of his or her knowledge, disclosed to the other party the location and value of all real and personal property that he or she owns or has an interest, including all assets and liabilities. Each party believes and acknowledges that he or she has received from the other party a complete and full disclosure of the location and value of all of the real and personal property that the other party owns or has an interest in, and each party waives his or her rights to receive any further disclosure of the other party's property and financial affairs, other than the disclosures that have been made.

Property Obtained During This Agreement

Any and all property obtained by the parties by gift, bequest, devise, descent, by purchase or exchange, or otherwise, and any and all income, proceeds, rents and profits from the property, shall be the separate property of the party that obtained the property after the execution of this Agreement.

Joint Property

Any and all property acquired by the parties after the execution date of this Agreement and before the termination of this Agreement and procured jointly with joint resources and funds shall be considered joint property of the parties with each party possessing his or her aforementioned percentage of ownership.

Passing of Property between the Parties

The parties to this Agreement may give, sell or exchange property with the other party. The property that was gifted, sold or exchanged between the parties will be considered a gift by the transferor to the transferee unless an exchange of valuable and lawful consideration is proved, and the proof shall be in the form of a hand written acknowledgment and signed by one of the parties to this Agreement, provided the consideration had some money value or money worth.

Property Obtained By Bequest, Devise, Gift or Descent

The parties agree that in the event property is obtained by bequest, gift, devise, or descent is obtained or received jointly by both parties, that property shall be considered owned by both parties with equal shares as tenants in common unless otherwise specified by the donor. The parties further agree that any property obtained by the other, whether by bequest, gift, devise or descent, shall be the sole and separate property of the acquiring party. The commingling of the property or any other property with the property of the other shall not affect the ultimate disposition of the property on termination of the cohabitation, except as stated in writing in an agreement signed by both parties.

Property Purchased Jointly

From time to time the parties contemplate that it may be necessary and convenient to purchase property, whether real or personal, with combined separate funds of each party; the parties will prepare a separate written agreement to cover each item obtained in this matter prior to or concurrently with the purchase of the property. The agreement shall be attached to this Agreement, marked as "EXHIBIT – Property Purchase Jointly", and shall be deemed incorporated in this Agreement by reference. Such agreement shall contain a provision providing for the ultimate disposition of the property on termination of the cohabitation.

Services Rendered Compensation

During the course of the cohabitation the parties contemplate each may render valuable service to the other, or with respect to the other party's property. The parties agree that such valuable services may be rendered out of love, affection, the desire to make the cohabitation work, or as a division of responsibilities attendant on any cohabitation arrangement. However, both parties must agree in writing to render such valuable services to the other with the expectation of compensation. In the absence of a written agreement, neither party has or will make any claim or maintain any action against the other for compensation of such valuable services.

Prior to the date on which this Agreement is made, each party acknowledges that neither party has rendered valuable services to the other with the expectation of compensation. The parties hereby waive any and all rights to any claims for compensation for valuable services that may have existed, and any claim to rights for compensation for valuable services rendered shall be considered extinguished.

Responsibilities and Household Expenses

The parties agree all household responsibilities should be shared equally, and they reserve the right to make changes from time to time by oral agreement. The sharing of household responsibilities and the validity of this Agreement shall not be affected by such changes. Each party further agrees that the failure to uphold his or her household responsibilities shall not be the basis of any claim by the other party for compensation or reimbursement.

Property Accumulation and Earnings During Cohabitation

Any and all property and personal earnings obtained during the cohabitation shall be that party's separate property. All property, personal earnings, including salaries, income and commissions resulting from the personal skills, service, efforts, and labor of that party shall be that party's separate property. The parties hereby waive any and all rights to any claims against the earnings and property accumulated by the other and, for valuable services that may have existed, and any claim or rights to earnings, property accumulated and valuable services rendered shall be considered extinguished.

Waiver of Other Rights and Rights To Support

In the event the cohabitation ends, the parties hereby waive any and all rights and remedies, whether legal or equitable, to support, maintenance, or other rights and remedies, including, but not limited to, monies for rehabilitation regardless of what party ends the cohabitation. Whether the parties provide or will provide one another voluntarily with support or maintenance during the cohabitation, this support or maintenance shall not be considered as an agreement, express, implied, or otherwise, to provide the other with support or maintenance after the cohabitation has ended.

Effective Date

This Agreement shall become effective at the date of execution and shall remain in effect until termination.

Termination

Upon termination of this Agreement or termination of the cohabitation, all jointly owned property shall be divided among the parties according to this Agreement. In the event the parties cease to cohabit, they may end this Agreement without written notice to the other party. Each party shall take possession of the separate property. Termination shall be effected by (30) days written notice by either party, cessation of the cohabitation by either party or death of either party. Either party may terminate this Agreement unilaterally at any time.

Attorney Fees

Each party shall bear his or her own expense in the event legal actions are instituted under this Agreement. Each party agrees to pay his or her own legal expenses, including attorney fees, costs, and suit money regardless of what party prevails in an enforcement action.

Consideration

Consideration for this Agreement consists solely of the mutual promises herein contained and the mutual promises of each party to act as the living companion and partner to the other.

Severability

Should any paragraph or provision of this Agreement be held invalid, void, or otherwise unenforceable, it is the intent of the parties that the remaining portions shall nevertheless continue in full force and effect without impairment.

Execution of Document

At the request of the other, each party shall execute and deliver to the other any instruments, furnish any information, documentation, or perform any other act necessary to carry out the provisions of this Agreement, including, but not limited to, the appropriate party vesting of title and estate as herein provided.

Waiver of Breach

If the terms of this Agreement are breached by one party, and the other party waives his or her rights to bring an action of that breach, the waiver will only apply to that breach and shall not be considered a waiver of rights to seek enforcement on any prior or subsequent breach.

Complete Agreement

It is the intent of the parties that this Agreement be the full and complete agreement between the parties regarding their cohabitation. There are no other agreements, promises, representations, warranties, or inducements, expressed or implied, oral or written, tact or otherwise, or undertakings between the parties regarding their cohabitation other than those stated herein. Any prior communications between the parties regarding their property rights has been merged and incorporated in this Agreement, and this Agreement shall only be modified by a writing executed by both parties hereto.

Applicable Laws

This Agreement shall be governed by the laws of the state of.

Advertisement of Rights Acknowledgment

The parties expressly declare that after mature consideration that they have entered into this Agreement voluntarily, free from duress or influence on the part of the other. The parties have entered into this Agreement with full knowledge of its meaning and the understanding of the consequences of each and every term or provision set forth herein.

IN WITNESS WHEREOF of the mutual promises made above, the parties have executed this Agreement on the date written above.

STATE OF

COUNTY OF ss:

Sworn to before me on.

Notary Signature: _____
Notary Public

Commission Expires: _____
Date

This Agreement is for the sole purpose of establishing "Cohabitation" rights and responsibilities only, and should the parties later decide to enter into a matrimonial agreement, then at such time the herein contained "Cohabitation Agreement" shall become and be deemed null and void and thus no longer enforceable.

Review List for Cohabitation Agreement

Legalize Your Document

Review your Cohabitation Agreement to make certain it matches your intentions.

Sign and date your Cohabitation Agreement in duplicate in front of a Notary Public.

Copies

Keep a signed copy of the original Cohabitation Agreement in a safe place and on your computer so you can access it anytime and share it for future reference.

Additional Assistance

Find a lawyer or a lawyer search engine to locate a lawyer in your area if you have questions or concerns regarding this Agreement.