

**COHABITATION AGREEMENT OF [ cohabitant1\_FirstName ] [ cohabitant1\_MiddleName ] [ cohabitant1\_LastName ] [ cohabitant1\_Suffix ] and [ cohabitant2\_FirstName ] [ cohabitant2\_MiddleName ] [ cohabitant2\_LastName ] [ cohabitant2\_Suffix ]**

WHEREAS, [ cohabitant1\_FirstName ] [ cohabitant1\_MiddleName ] [ cohabitant1\_LastName ] [ cohabitant1\_Suffix ], and [ cohabitant2\_FirstName ] [ cohabitant2\_MiddleName ] [ cohabitant2\_LastName ] [ cohabitant2\_Suffix ], began/will begin rediding together on [ startCohabitation\_Month ] [ startCohabitation\_Day ], [ startCohabitation\_Year ].

WHEREAS, they desire to affix their respective rights and liabilities that may result from this joint residency; and

WHEREAS, they each acknowledge that they are entering this Agreement without any duress or undue influence; and

WHEREAS, they each have had an opportunity to consult with separate counsel of their own choice; and

WHEREAS, they have completely and fully disclosed to one another their current financial status including liabilities and assets to the best of their ability;

They now agree to the following:

1. Each party waives the following to the extent allowed by law in the state of [ cohabitantState ]:

- Any rights to palimony, other forms of support or maintenance, either temporary or permanent.
- Any claim to share in the increase in value during the period of cohabitation of the separate property of other.
- Any claim to share in the pension, profit sharing, or other retirement accounts of the other.
- Any claim to the division of separate property of the parties, whether currently held or later acquired.
- Any claim to the existence of a common law marriage.
- Any other claim based on the period of cohabitation of the parties.

2. Each party shall maintain separate banking accounts, and neither party shall have the right to the proceeds of or access to the same.

3. The parties hereto waive any claim against the estate of the other party, save and except:

- Any promissory notes executed by one party to the other;
- Any excess contribution to jointly acquired assets.
- Any judgment entered against one party in the favor of the other;

Provided however, that should either party voluntarily and freely make a devise or other bequest to the other in their will, the recipient shall be entitled to the same.

4. The below living expenses shall be apportioned between the parties.

|Rent or Mortgage Payment

|Utilities

|Food

|General Household Expenses (Ex: cleaning supplies, toiletries)

| [ other\_number1 ]

Of these expenses, [ cohabitant1\_FirstName ] [ cohabitant1\_MiddleName ] [ cohabitant1\_LastName ] [ cohabitant1\_Suffix ] shall contribute [ cohabitant1\_share ] percent and [ cohabitant2\_FirstName ] [ cohabitant2\_MiddleName ] [ cohabitant2\_LastName ] [ cohabitant2\_Suffix ] shall contribute [ cohabitant2\_share ] percent.

The parties shall deposit their pro rata contributions monthly into the joint checking account of the parties. Either party can draw on this checking account. Any property purchased from this checking account shall be considered joint property of the parties, owned according to each party's respective percentage of contribution as noted above.

Should either party for a time be unable to contribute, the sums may be advanced. However, after advances totaling \$1000.00 the sum will be considered to be gifts and any obligation to adjust accounts shall cease unless a promissory note is executed therefore.

5. Should the parties purchase assets in joint names, such assets shall be considered as held in tenancy in common.

Each party shall contribute from their own resources and income one-half of the upkeep, taxes, and other fees or charges on such property.

In the event that one party shall fail to pay as agreed, and the other party contributes in excess of his prorata share, this excess contribution shall be chargeable to the proceeds if any upon resale of the property, and such excess contribution shall bear interest at the legal rate of interest then in effect.

6. Other than debts validly contracted for services or materials or otherwise related to joint property of the parties, if any, neither party shall have the right to obligate, act for, contract for or represent the other party.

7. This constitutes the entire Agreement of the parties and there are no agreements other than those stated herein. This Agreement shall only be modified by a writing executed by both parties hereto.

8. If it is found that a provision of this Agreement is invalid because it is contrary to applicable law, that provision shall be separable from the rest of the Agreement, so that the remainder of the Agreement will remain valid and enforceable.

9. This Agreement is made in accordance with the laws of [ cohabitantState ], and any dispute regarding its enforcement will be resolved by reference to the laws of that state.

10. This Agreement will become null and void upon the legal marriage of these parties.

11. Consideration for this contract consists only of the mutual promises contained on the face of this document.

12. This Agreement shall be terminated by written notice by either party, the ending of the cohabitation, or by the death of either party. On termination of this Agreement, all jointly owned property shall be divided among the parties according to their pro rata share listed above. If the parties cannot agree on a fair distribution of the property, they may appoint an independent and mutually agreed on Third-party to act as appraiser, who will divide the property according to the pro rata share.

13. [ additional\_item1 ]

DATED: \_\_\_\_\_

---

[ cohabitant1\_FirstName ] [ cohabitant1\_MiddleName ] [ cohabitant1\_LastName ] [ cohabitant1\_Suffix ]

---

[ cohabitant2\_FirstName ] [ cohabitant2\_MiddleName ] [ cohabitant2\_LastName ] [ cohabitant2\_Suffix ]