

COHABITATION AGREEMENT

Date (the “Effective Date”):

State: _____

County: _____

This Cohabitation Agreement (the “Agreement”) is made and entered into as of the Effective Date by and between the following parties,

hereinafter collectively referred to as the “Parties” and each individually as the “Party”:

PARTY 1:

(the “Party 1”),

Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

PARTY 2:

(the “Party 2”),

Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

Whereas the Parties acknowledge and agree to live with one another in a conjugal non marital relationship for an unspecified period, the Parties wish to enter into this Agreement.

RELATIONSHIP OF THE PARTIES:

The Parties acknowledge and agree that this Agreement supersedes any confidential relationship that may arise during the cohabitation period and shall not impose any additional duties or obligations on the Parties.

RESIDENCE OF THE PARTIES:

The Parties agree that they shall jointly reside at:[choose one]

- Leased Property
- Property owned jointly by both Parties
- Property owned by Party 1
- Property owned by Party 2
- Other _____

The Property located at _____

OTHER MUTUAL ARRANGEMENTS:

Except for the benefits, rights, and obligations established by this Agreement or received in consideration for entering into this Agreement, and excluding actions taken to enforce this Agreement, each Party waives and forever releases the other Party from any and all rights, remedies, claims, demands, causes of action, and obligations, whether known or unknown.

PROPERTY OF THE PARTIES:

Full disclosure of property. Both Parties additionally assert that they have fully disclosed their assets, liabilities, earnings, and benefits to enable the other Party to consider this information during the negotiation of this Agreement. Both Parties further represent that they are satisfied with the disclosure made by each Party.

Separate property of each Party. Any property solely owned by either Party before the Effective Date, whether acquired through purchase, gift, inheritance, or any other means, shall remain the sole property of that Party.

The following property and all of the fruits and proceeds of the property shall remain the separate property of Party 1:

The following property and all of the fruits and proceeds of the property shall remain the separate property of Party 2:

EARNINGS AND PROPERTY ACCUMULATIONS:

The earnings and property accumulations of each Party, including but not limited to the earnings and property accumulations resulting from either Party's personal services, skills, talents, or work during the period of cohabitation, shall be: *[choose one]*

- The exclusive property of that Party.
- Other _____

BANK ACCOUNT(S) OF THE PARTIES:

All bank accounts opened individually shall belong to each Party separately.

The joint bank account(s) may be used for paying shared living and household expenses. The joint account opened and maintained in the joint names of the Parties shall be divided as follows: *[choose one]*

- Equally
- Other _____

HOUSEHOLD RESPONSIBILITIES AND EXPENSES:

For the purpose of this Agreement, household expenses shall include but are not limited to:

The Parties agree that all household expenses shall be shared:*[choose one]*

- Equally
- Other _____

The Parties retain the right to make adjustments by oral agreement regarding sharing household responsibilities from time to time. The existence of such adjustments shall not affect the validity or enforceability of this Agreement.

OTHER RIGHTS AND RESPONSIBILITIES OF THE PARTIES:

TERM AND TERMINATION:

This Agreement enters into force from the Effective Date.

This Agreement may be terminated with the mutual written consent of the Parties.

In the event the Parties cease to cohabit, they may terminate this Agreement without written notice.

This Agreement shall also be terminated as follows: *[choose one or several]*

- Unilaterally upon providing prior ____days termination written notice sent by either Party to another.
- In the event of the death of either Party.
- If the Parties get married to each other, the Agreement shall be terminated on the date of their marriage.

- If either Party gets married to any third person, the Agreement shall be terminated on the date of their marriage.
- Other _____

After termination of this Agreement, each Party shall take possession of their separate property. Any joint property shall be divided in accordance with terms of this Agreement and other subsequent written agreements between the Parties.

Upon receiving written notice of termination by either Party, the other Party agrees to move from the Property in which the Parties are residing, but no later than ____ days from the date of such notice.

NOTICE:

Any notice under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth herein or to such other address as one party may have furnished to the other in writing or to e-mails set forth herein.

SEVERABILITY:

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by and interpreted in accordance with the laws of _____ State, and any disputes arising out of or in connection with this Agreement shall be exclusively resolved by the courts of _____ State.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

Party's 1 Name and Signature: _____

Party's 2 Name and Signature: _____

NOTARY ACKNOWLEDGEMENT *[Optional]*
