

## COHABITATION AGREEMENT

This agreement is entered into on \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ and \_\_\_\_\_, as follows:

1. PURPOSE. The parties to this agreement wish to live together in an unmarried state. The parties intend to provide in this agreement for their property and other rights that may arise because of their living together. Both parties currently own assets, and anticipate acquiring additional assets, that they wish to continue to control, and they are entering into this agreement to determine their respective rights and duties while living together.

2. DISCLOSURE. The parties have revealed to each other full financial information regarding their net worth, assets, holdings, income, and liabilities; not only by their discussions with each other, but also through copies of their current financial statements, copies of which are attached hereto as Exhibits A and B. Both parties acknowledge that they had sufficient time to review the other's financial statement, are familiar with and understand the other's financial statement, had any questions satisfactorily answered, and are satisfied that full and complete financial disclosure has been made by the other.

3. LEGAL ADVICE. Each party had legal and financial advice, or had the opportunity to consult independent legal and financial counsel, prior to executing this agreement. Either party's failure to so consult legal and financial counsel constitutes a waiver of such right. By signing this agreement, each party acknowledges that he or she understands the facts of this agreement, and is aware of his or her legal rights and obligations under this agreement, or arising because of their living together in an unmarried state.

4. CONSIDERATION. The parties acknowledge that each of them would not continue living together in an unmarried state except for the execution of this agreement in its present form.

5. EFFECTIVE DATE. This Agreement shall become effective and binding as of \_\_\_\_\_, 20\_\_\_\_, and shall continue until they no longer live together or until the death of either party.

6. DEFINITIONS. As used in this agreement, the following terms shall have the following meanings:

(a) "Joint Property" means property held and owned by the parties together. Such ownership shall be as tenants by the entirety in jurisdictions where such a tenancy is permitted. If such jurisdiction does not recognize or permit a tenancy by the entirety, then ownership shall be as joint tenants with rights of survivorship. The intention of the parties is to hold joint property as tenants by the entirety whenever possible.

(b) "Joint Tenancy" means tenancy by the entirety in jurisdictions where such a tenancy is permitted, and joint tenancy with rights of survivorship if tenancy by the entirety is not recognized or permitted. The intention of the parties is to hold joint property as tenants by the entirety whenever possible.

7. SEPARATE PROPERTY. \_\_\_\_\_ is the owner of certain property, which is listed in Exhibit A, attached hereto and made a part hereof, which he intends to keep as his nonmarital, separate, sole, and individual property. All income, rents, profits, interest, dividends, stock splits, gains, and appreciation in value relating to any such separate property shall also be deemed separate property.

\_\_\_\_\_ is the owner of certain property, which is listed in Exhibit B, attached hereto and made a part hereof, which she intends to keep as her nonmarital, separate, sole, and individual property. All income, rents, profits, interest, dividends, stock splits, gains, and appreciation in value relating to any such separate property shall also be deemed separate property.

8. JOINT PROPERTY. The parties intend that certain property shall, from the effective date of this agreement, be joint property with full rights of survivorship. This property is listed and described in Exhibit C, attached hereto and made a part hereof.

9. PROPERTY ACQUIRED WHILE LIVING TOGETHER. The parties recognize that either or both of them may acquire property during the time they are living together. The parties agree that the ownership of such property shall be determined by the source of the funds used to acquire it. If joint funds are used, it shall be jointly owned property with full rights of survivorship. If separate funds are used, it shall be separately owned property, unless it is added to Exhibit C by the purchaser.

10. BANK ACCOUNTS. Any funds deposited in either party's separate bank accounts shall be deemed that party's separate property. Any funds deposited in a bank account held by the parties jointly shall be deemed joint property.

11. PAYMENT OF EXPENSES. The parties agree that their expenses shall be paid as follows:

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12. DISPOSITION OF PROPERTY. Each party retains the management and control of the property belonging to that party and may encumber, sell, or dispose of the property without the consent of the other party. Each party shall execute any instrument necessary to effectuate this paragraph on the request of the other party. If a party does not join in or execute an instrument required by this paragraph, the other party may sue for specific performance or for damages, and the defaulting party shall be responsible for the other party's costs, expenses, and attorney's fees. This paragraph shall not require a party to execute a promissory note or other evidence of debt for the other party. If a party executes a promissory note or other evidence of debt for the other party, that other party shall indemnify the party executing the note or other evidence of debt from any claims or demands arising from the execution of the instrument. Execution of an instrument shall not give the executing party any right or interest in the property or the party requesting execution.

13. PROPERTY DIVISION UPON SEPARATION. In the event of separation of the parties, they agree that the terms and provisions of this agreement shall govern all of their rights as to property, property settlement, rights of community property, and equitable distribution against the other. Each party releases and waives any claims for special equity in the other party's separate property or in jointly owned property.

14. **EFFECT OF SEPARATION OR DEATH.** Each of the parties waives the right to be supported by the other after their separation or after the death of either party.

15. **DEBTS.** Neither party shall assume or become responsible for the payment of any preexisting debts or obligations of the other party. Neither party shall do anything that would cause the debt or obligation of one of them to be a claim, demand, lien, or encumbrance against the property of the other party without the other party's written consent. If a debt or obligation of one party is asserted as a claim or demand against the property of the other without such written consent, the party who is responsible for the debt or obligation shall indemnify the other from the claim or demand, including the indemnified party's costs, expenses, and attorneys' fees.

16. **FREE AND VOLUNTARY ACT.** The parties acknowledge that executing this agreement is a free and voluntary act, and has not been entered into for any reason other than the desire for the furtherance of their relationship in living together. Each party acknowledges that he or she had adequate time to fully consider the consequences of signing this agreement, and has not been pressured, threatened, coerced, or unduly influenced to sign this agreement.

17. **SEVERABILITY.** If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

18. **FURTHER ASSURANCE.** Each party shall execute any instruments or documents at any time requested by the other party that are necessary or proper to effectuate this agreement.

19. **BINDING EFFECT.** This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, successors, and assigns.

20. **NO OTHER BENEFICIARY.** No person shall have a right or cause of action arising out of or resulting from this agreement, except those who are parties to it and their successors in interest.

21. **RELEASE.** Except as otherwise provided in this agreement, each party releases all claims or demands to the property or estate of the other, however and whenever acquired, including acquisitions in the future.

22. **ENTIRE AGREEMENT.** This instrument, including any attached exhibits, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified or terminated except in writing signed by the parties.

23. **PARAGRAPH HEADINGS.** The headings of the paragraphs contained in this agreement are for convenience only, and are not to be considered a part of this agreement or used in determining its content or context.

24. **ATTORNEYS' FEES IN ENFORCEMENT.** A party who fails to comply with any provision or obligation contained in this agreement shall pay the other party's attorneys' fees, costs, and other expenses reasonably incurred in enforcing this agreement and resulting from the noncompliance.

25. SIGNATURES AND INITIALS OF PARTIES. The signatures of the parties on this document, and their initials on each page, indicate that each party has read, and agrees with, this entire Cohabitation Agreement, including any and all exhibits attached hereto.

26. ☐ OTHER PROVISIONS. Additional provisions are contained in the Addendum, attached hereto and made a part hereof.

\_\_\_\_\_  
(Signature of male)

\_\_\_\_\_  
(Signature of female)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement, consisting of \_\_\_\_\_ pages and Exhibits \_\_\_\_\_ through \_\_\_\_\_, was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who are personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Typed Name of Acknowledger)

NOTARY PUBLIC

Commission Number: \_\_\_\_\_

My Commission Expires: