

# Cohabitation Agreement

WHEREAS, *Your Name:* \_\_\_\_\_, and *Other Person's Name:* \_\_\_\_\_, are presently residing together and have been doing so since *Beginning Date:* \_\_\_\_-\_\_\_\_-\_\_\_\_; and, WHEREAS, they desire to affix their respective rights and liabilities that may result from this joint residency;  
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;  
they now agree:

That each party waives any claim to palimony or other claim for support resulting from said joint residency.

That when they reside together, and by such action in no way are they to be considered as married by the common law or otherwise shall they occupy the status of being married. Each party shall maintain separate banking accounts, and neither party shall have the right to the proceeds of or access to the same.

That should they 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 contribute in excess of one-half, 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.

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.

This relationship was neither created by nor premised upon the promise of a devise or bequest from their estate.

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 either party.

Other than property purchased in the parties' joint names each party waives any claim to assets acquired by the other party before, during or after this period of co-habitation.

The parties shall apportion the necessary and jointly agreed living expenses as follows:

- *Your Name:* \_\_\_\_\_ shall contribute *Your Share:* \_\_\_\_%
- *Other Person's Name:* \_\_\_\_\_ shall contribute *Other Person's Share:* \_\_\_\_%

Should either party for a time be unable to contribute, the sums may be advanced. However, after advances totaling \ \$1,000 the sum will be considered to be gifts and any obligation to adjust accounts shall cease unless a promissory note is executed therefore. This is the full 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.

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

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Your Name

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Other Person's Name