

State of _____

COHABITATION AGREEMENT

This Cohabitation Agreement (this "Agreement") is entered into on this _____ day of _____, 20_____, by and between:

First Party: _____ (hereafter referred to as "First Party") and

Second Party: _____ (hereafter referred to as "Second Party") (each, a "Party" and collectively, the "Parties").

1. **Purpose.** The Parties (Check one) currently reside together intend to reside together at _____ [Address], although there is currently no intention or agreement to marry or be married.

2. **Current Circumstances.** With respect to current circumstances:

A. First Party has: (Check one)

- NO children.
 The following child(ren):

- Name: _____, Age: _____
- Name: _____, Age: _____
- Name: _____, Age: _____

B. Second Party has: (Check one)

- NO children.
 The following child(ren):

- Name: _____, Age: _____
- Name: _____, Age: _____
- Name: _____, Age: _____

C. The Parties wish to establish their respective rights and responsibilities regarding each other's income and property, as well as any income and property that may be acquired, either separately or together, during the period of cohabitation.



D. The Parties intend for the distribution and characterization of any property that either or both of them may own or acquire during the period of cohabitation shall be governed by the terms of this Agreement, and this Agreement alone, upon the event of dissolution, whether by choice or by death.

3. **Effective Date.** This Agreement will be effective on _____, 20____ (the “Effective Date”), the approximate date when the Parties' cohabitation began or will begin. If the Parties do not begin living with each other by such date, this Agreement will be null and void and its provisions unenforceable.

4. **Disclosure.** The Parties hereby acknowledge that they have each made a full and complete disclosure to each other of all of their financial assets and liabilities.

A. They further acknowledge that they have received a full and complete disclosure of the other Party's financial assets and liabilities. Each Party hereby waives any future rights to additional disclosure, unless otherwise agreed to in writing.

B. The Parties represent and warrant to each other that they have, to the best of their ability, made a fair and reasonable disclosure of the nature and extent of their property, including values and financial obligations, and that the disclosure includes but is not limited to the properties and liabilities set forth this Agreement.

5. **Legal Representation.** Each Party acknowledges that they have had the chance to consult with an attorney or other expert of their own choice in the negotiation, preparation, explanation and execution of this Agreement, or has voluntarily chosen to forego consultation with such attorney or other such expert. Each Party admits they are entering into this Agreement freely and voluntarily, and that neither fraud nor duress induced the Party into consenting to this Agreement.

6. **Separate Property.** With respect to Separate Property (as defined herein):

A. First Party: (Check one)

- Does NOT own any real and/or personal property.
- Presently owns real and/or personal property as follows:

- _____
- _____
- _____



B. Second Party: (Check one)

- Does NOT own any real and/or personal property.
- Presently owns real and/or personal property as follows:

- _____
- _____
- _____

C. The Parties acknowledge that all such property described in this Section will be treated as property owned solely by either one of the Parties (the "Separate Property") unless there is proof of shared legal ownership upon dissolution of the relationship. As of the date of this Agreement, the Parties do not jointly own any property or claims to property, nor does any sort of partnership exist between the Parties, except as provided otherwise herein.

D. Except as provided elsewhere in this Agreement, all property hereafter acquired by a Party by gift, devise, bequest, or inheritance and all earnings and income of each Party, including any appreciation in the value of Separate Property, will remain as that Party's Separate Property, respectively, and will not be subject to division on termination of the relationship.

7. **Shared Property.** (Check one)

- The Parties do NOT own real or personal property together.
- The Parties do own real or personal property together. All jointly acquired property, however and whenever acquired, shall remain the property of and be owned by both Parties and will be treated as shared property ("Shared Property"), including the following property:

- _____
- _____
- _____

Nothing in this Agreement will prevent any gift from one Party to the other, so long as such gift is evidenced in writing signed by both Parties.

8. **Division of Shared Property.** (Check one)

- The Parties do NOT own real or personal property together.
- The Parties do own real or personal property together. In the event the Parties' relationship dissolves, including the death of a Party, First Party will be entitled to _____% of the net equity of the Shared Property and Second Party will be entitled to _____% of the net equity of the Shared Property, unless the Parties have agreed otherwise in writing.



9. **Debts.** The Parties do not intend to prejudice the rights of preexisting creditors by entering into this Agreement. First Party: (Check one)

- Does NOT have existing debts or obligations.
- Has existing debts or obligations.

A. All liabilities and obligations (contingent and absolute) listed as follows are stipulated and agreed to be the debts and liabilities of First Party:

- _____
- _____
- _____

B. Separate Debts (Check if applicable, strike out if not)

First Party agrees that all the liabilities and obligations listed above are enforceable against and must be discharged solely from the property of First Party, and are not enforceable against or dischargeable from the property of Second Party. First Party agrees to indemnify and hold Second Party harmless from all such liabilities and to defend Second Party from any claims made against his/her property.

Second Party: (Check one)

- Does NOT have existing debts or obligations.
- Has existing debts or obligations.

C. All liabilities and obligations (contingent and absolute) listed as follows are stipulated and agreed to be the debts and liabilities of Second Party:

- _____
- _____
- _____

D. Separate Debts (Check if applicable, strike out if not)

Second Party agrees that all the liabilities and obligations listed above are enforceable against and must be discharged solely from the property of Second Party, and are not enforceable against or dischargeable from the property of First Party. Second Party agrees to indemnify and hold First Party harmless from all such liabilities and to defend First Party from any claims made against his/her property.



E. Shared Debts (Check if applicable, strike out if not)

If a Party is unable to pay his/her debts or liabilities and the other Party pays said debt or liability on behalf of such Party, the paying Party will not have a right of reimbursement from the estate of the nonpaying Party. The payment of any such debt or liability will be deemed to be a gift by the paying Party to the nonpaying Party.

F. All debt acquired solely in one Party's name, even after the Effective Date of this Agreement and period of cohabitation, shall be deemed the sole and separate debt of said Party, unless otherwise agreed to in writing.

G. In the event the Parties' relationship dissolves, including the death of a Party, First Party will be responsible for _____% of the Parties' shared debts and obligations, and Second Party will be responsible for _____% of Parties' shared debts and obligations, unless the Parties have agreed otherwise in writing.

10. **Obligations to Other Party's Children.** (Check one)

The Parties do NOT have children.

There are NO obligations to other Party's children. If either Party voluntarily pays or advances any money for the educational or other expenses of the other Party's child or children, no obligation of indemnification or reimbursement from the receiving Party will arise unless an explicit written understanding to indemnify or reimburse is executed contemporaneously with the payment or advance.

There ARE obligations to other Party's children. If either Party voluntarily pays or advances any money for the educational or other expenses of the other Party's child or children, the other Party agrees to indemnify or reimburse the paying Party for such expenses, unless an explicit written understanding to the contrary is executed contemporaneously with the payment or advance.

11. **Parent-Child Relationship.** If the Parties have any children with each other, this Agreement will not affect the rights of such child or children to receive support from either or both Parties.

12. **Support.** Each Party waives the right to be supported by the other Party after their separation or after the death of either Party, and each Party agrees not to make any claim for such support. The Parties rely upon the law of contract to govern in respect of this issue. No change in circumstances, including living expenses, career changes, or disability, shall entitle either Party to claim support from the other.



13. **Household Account.** (Check one)

- Not applicable.
- With regards to shared living expenses:

A. First Party agrees to pay _____% of the shared living expenses while cohabitating and
Second Party agrees to pay _____% of the shared living expenses while cohabitating.

B. Joint Bank Account (Check one)

- Expenditures for living expenses or for the common benefit will NOT be made from a joint account.
- Expenditures for living expenses or for the common benefit will be made from a joint account, wherein each Party shall deposit the percentage stated above. Neither Party may draw on the joint account for any purpose other than living expenses, unless otherwise agreed to in writing. Each Party must keep the other informed of all withdrawals.

C. Interest (Check one)

- 50/50. To the extent the Parties elect to open and maintain one or more joint bank accounts, each Party will have an undivided one-half interest in the funds on deposit in the account(s) as their Separate Property, unless otherwise agreed to in writing.
- Based upon percentage of contribution to the joint bank account. To the extent the Parties elect to open and maintain one or more joint bank accounts, each Party will have an interest in proportion to his/her respective contribution in the funds on deposit in the account(s) as their Separate Property, unless otherwise agreed to in writing.

D. Purchases (Check one)

- 50/50. Each Party will have an undivided one-half interest in all assets acquired with any funds from a joint bank account as their Separate Property, unless otherwise agreed to in writing.
- Each Party will have an interest in proportion to his/her respective contribution in all assets acquired with any funds from a joint bank account as their Separate Property, unless otherwise agreed to in writing.

E. If either Party dies, all funds remaining in any joint bank account(s) will be the sole and Separate Property of the surviving Party.

14. **Waiver of Rights.** Each Party acknowledges that they have had ample time and opportunity to investigate the property rights of each other.



A. Each Party hereby voluntarily and expressly waives any right to further disclosure of the property, debts, or other financial obligations of the other Party, beyond the disclosures attached to this Agreement or exchanged separately and in furtherance of inquiries to respective property rights.

B. Each Party agrees that they may be waiving rights to which they are otherwise entitled under either the laws of their state, other states or the Federal government including property rights, the laws of inheritance, and the laws of the family code. Indeed, each Party hereby desires and requests that any laws of any state or Federal government that may otherwise apply to them do not apply to the extent allowed by law.

15. Estates and Testamentary Disposition. With regards to estates and testamentary dispositions:

A. Nothing in this Agreement shall impede the right of either Party to name the other as a beneficiary by will or other testamentary disposition.

B. Each Party agrees to accept the provisions of any last will and testament and codicils that may be in effect at the time of either Party's death in full settlement and satisfaction of any and all interest that he or she, as the cohabitant, might have to the decedent Party's estate.

16. Termination and Amendment. With regards to termination and amendments:

A. This Agreement may only be amended by the Parties in writing, signed by both of them and notarized under oath.

B. This Agreement shall be terminated upon Separation of the Parties. This includes:

(Check all that apply)

- Death
- Separation upon the date the Parties cease cohabitation
- Cessation of cohabitation upon written notice from one Party to the other Party. Such separation will be deemed to have occurred on the date that written notice is delivered to the other Party's last-known mailing address.

Separation of cohabitation may be defined under the case law in the jurisdiction of the governing law.

C. This Agreement shall terminate upon marriage of the Parties to each other.

17. Governing Law. The laws of the State of _____, without regard to its conflict of laws provisions, will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.



18. **Severability.** If any provision of this Agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable, and the provision found to be unenforceable shall be severable from the other provisions of this contract without affecting the enforceability of the remainder of the document.

19. **Fiduciary Duty.** Each Party, upon execution, promises to act in good faith and to deal fairly with the other Party, including in the management of their joint property and/or accounts in acting under the terms of this Agreement.

20. **Enforceability.** With regards to enforceability:

A. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

B. This Agreement binds and inures to the benefit of the Parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

C. This Agreement may be enforced by suit in law or equity by either of the Parties or by their heirs, executors, attorneys, or assigns.

21. **Attorney's Fees.** If either Party brings an action or other proceeding to enforce this Agreement or to enforce any judgment or order made by a court in connection with this Agreement, the prevailing Party will be entitled to recover reasonable attorney's fees and other necessary costs from the other Party. If either Party files a declaratory judgment proceeding to determine the enforceability of this Agreement, neither Party will be entitled to an award of attorney's fees unless a Party successfully challenges the validity of this Agreement, in which event the court will have the authority to award attorney's fees. If either Party seeks to invalidate some or all of this Agreement or seeks to recover property in a manner at variance with this Agreement, the successful Party will be entitled to recover reasonable attorney's fees and other necessary costs from the other Party.

22. **Headings.** The section headings herein are for references purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

23. **Incorporation of Exhibits.** All Exhibits to this Agreement are hereby fully incorporated into this Agreement as though fully set forth verbatim.

24. **Entire Agreement.** This Agreement, including all Exhibits attached hereto (if any), contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.



25. **Acknowledgment.** The Parties acknowledge that they have been informed of their legal rights, have been given an adequate amount of time to consider entering into this Agreement, have read and understand this Agreement, agree with the contents of this Agreement and believe it to be fair, have not been pressured or coerced into signing this Agreement and have chosen to freely and voluntarily enter into this Agreement.

26. **Miscellaneous.** _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

First Party Signature

First Party Name

Second Party Signature

Second Party Name



