

COHABITATION AGREEMENT

THIS COHABITATION AGREEMENT (the "Agreement") dated this _____ day of _____, _____.

BETWEEN:

_____ of _____

- AND -

_____ of _____

BACKGROUND

- A. This Agreement is made between _____ and _____ (collectively the "Parties" and individually a "Party") who presently reside in a non-marital cohabitation, although there is no present intention to marry.

- B. The Parties' non-marital cohabitation began or would begin on approximately the _____ day of _____, _____.

- C. The Parties wish to enter into this Agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them.

- D. The Parties further wish to affix their respective rights and liabilities that may result from this relationship.

- E. The Parties recognize the possibility of unhappy differences that may arise between them. Accordingly, the Parties desire that the distribution of any property that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.

- F. Each Party has retained their own lawyer and has received independent legal advice regarding the terms of this Agreement.

- G. The Parties acknowledge that neither is under any duress or undue influence of the other, and that they are voluntarily entering into this Agreement.
- H. The Parties have disclosed to the satisfaction of each of them all assets and liabilities that each may have.

NOW THEREFORE in consideration of the upcoming cohabitation agreement, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

PROPERTY

1. The Parties acknowledge that this Agreement will govern any determination of ownership of property that may occur in the event of the Parties separating, or upon the death of a Party.
2. All jointly acquired or jointly held property and the property listed in the attached **Schedule "A"**, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property (the "Shared Property").
3. In the event of the Parties separating, or upon the death of a Party, all Shared Property will be deemed to be owned equally and each Party will be entitled to fifty percent (50%) of the net equity of the property, regardless of the initial or ongoing proportion of each Party's investment, unless the Parties have agreed otherwise in writing.
4. Except as otherwise provided in this Agreement, all property will be treated as property owned solely by either one of the Parties (the "Separate Property"), with the property listed in the attached Schedule "B" considered Separate Property, except where:
 - a. it is Shared Property; or
 - b. there is proof of shared legal ownership.
5. Nothing in this Agreement will prevent or invalidate any gift, or transfer for value, from one Party to the other of present or future property.
6. Unless a Party can reasonably show that they solely own a piece of property, where either Party commingles jointly owned property with Separate Property, any commingled property will be presumed to be Shared Property.

DEBTS

- 7. The Parties acknowledge that this Agreement will govern any determination of responsibility of debts that may occur in the event of the Parties separating, or upon the death of a Party.
- 8. All jointly acquired or jointly held debts and the debts listed in the attached **Schedule "A"**, however and whenever acquired, will remain the debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts").
- 9. Except as otherwise provided in this Agreement, all debts will be treated as debts owed solely by either one of the Parties (the "Separate Debts"), with the debt listed in the attached Schedule "C" considered Separate Debts, except where:
 - a. it is Shared Debt; or
 - b. there is proof of shared legal responsibility.
- 10. In the event of a separation, or upon the death of a Party, all Shared Debt will be deemed to be owed equally and each Party will be financially responsible for 50% of any jointly acquired or jointly held debt, regardless of the initial or ongoing proportion of each Party's borrowed amount, unless the Parties have agreed otherwise in writing.

CHILDREN

- 11. The Parties acknowledge that they have a dependent child from their relationship together, namely:
 - a. _____.
- 12. The Parties further acknowledge that in the event of a separation, any rights and obligations of the Parties relating to the children of the Parties, including the issues of child support, custody and access, will be governed by Federal laws and/or the laws of

- 13. The Parties recognize the authority of the court to determine what arrangements are in the best interests of the child, and understand that court orders may affect the arrangement of the Parties as stated in this Agreement.

SUPPORT

14. In the event of a separation the Parties agree that support may be payable to one of the Parties on the basis of the Party's financial circumstances at the time of separation or otherwise. It is understood and accepted by each Party that support will be determined according to the appropriate laws.

ESTATES AND TESTAMENTARY DISPOSITION

15. Except as otherwise provided in this Agreement, the Parties acknowledge that each has the absolute right to dispose of the Party's own estate by will without leaving any portion to the other, or to the heirs, executors, administrators, or assigns of the other.
16. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.
17. Except as otherwise provided in this Agreement, the Parties waive and release the other from any and all rights of every kind, nature, and description that each may acquire as a cohabitant or cohabitant in the property, assets, or estate of the other.

SEVERABILITY

18. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

INTENTION OF THE PARTIES

19. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

DUTY OF GOOD FAITH

20. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

FURTHER DOCUMENTATION

21. 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.

TITLE/HEADINGS

22. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ENUREMENT

23. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.

GOVERNING LAW

24. The laws of 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.

TERMINATION OR AMENDMENT

25. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

The Parties hereby execute this Agreement on the day and year first written above.

SCHEDULE "A"

Shared Property:

1. _____;
2. _____; and
3. _____.

Shared Debts:

1. _____;
2. _____; and
3. _____.

SCHEDULE "B"

Separate Property of _____:

1. _____;
2. _____; and
3. _____.

Separate Property of _____:

1. _____;
2. _____;
3. _____; and
4. _____.

SCHEDULE "C"

Separate Debt of _____:

1. _____;
2. _____; and
3. _____.

Separate Debt of _____:

1. _____;
2. _____; and
3. _____.

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

CITY OF _____

I, _____, of the City of _____, in _____, Attorney,
DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by _____, named in the within instrument, being a Cohabitation Agreement, separate and apart from _____, as to _____'s legal rights and liabilities under the terms and conditions of it, and that I acted solely for _____, and explained fully to _____ the nature and effect of the said Cohabitation Agreement and _____ did execute it in my presence, and did acknowledge and declare that _____ was executing it of _____'s own volition and without any fear, threats, compulsion or influence from _____, or any other person.

DATED at the City of _____, in _____ this _____ day of _____, 20__.

ATTORNEY
Print Name: _____

I, _____, the person named in the annexed Agreement, hereby acknowledges the foregoing this ____ day of _____ 20__.

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

CITY OF _____

I, _____, of the City of _____, in _____, Attorney, **DO HEREBY CERTIFY:**

THAT I was this day consulted in my professional capacity by _____, named in the within instrument, being a Cohabitation Agreement, separate and apart from _____, as to _____'s legal rights and liabilities under the terms and conditions of it, and that I acted solely for _____, and explained fully to _____ the nature and effect of the said Cohabitation Agreement and _____ did execute it in my presence, and did acknowledge and declare that _____ was executing it of _____'s own volition and without any fear, threats, compulsion or influence from _____, or any other person.

DATED at the City of _____, in _____ this _____ day of _____, 20__.

ATTORNEY
Print Name: _____

I, _____, the person named in the annexed Agreement, hereby acknowledges the foregoing this ____ day of _____ 20__.

