

COHABITATION AGREEMENT

This Cohabitation Agreement (the "Agreement") is entered into on the _____ day of _____, 20_____, by and between _____, residing at _____, and _____, residing at _____ (collectively referred to as the "Parties").

WHEREAS, the Parties are cohabiting together in a domestic partnership and wish to define their respective rights and obligations during the period of cohabitation and in the event of separation;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. DEFINITIONS

- "Cohabitation" refers to the period during which the Parties live together in a domestic partnership.
- "Property" refers to all real and personal property owned by either Party, whether acquired before or during the period of cohabitation.
- "Separate Property" refers to any property owned by a Party prior to cohabitation or acquired by gift or inheritance during cohabitation.
- "Joint Property" refers to any property acquired jointly by the Parties during the period of cohabitation.

2. FINANCIAL ARRANGEMENTS

- Each Party shall maintain separate bank accounts and shall be solely responsible for their own debts and expenses unless otherwise agreed in writing.
- Joint expenses, including rent, utilities, and groceries, shall be shared equally unless otherwise agreed in writing.
- The Parties agree to maintain a joint account for shared expenses, with each Party contributing equally unless otherwise agreed in writing.

3. PROPERTY DISTRIBUTION

- Any Separate Property shall remain the sole property of that Party.
- Joint Property shall be divided equally upon separation unless otherwise agreed in writing.
- In the event of a dispute regarding property classification, the Parties agree to mediate the dispute before seeking judicial intervention.

4. RESPONSIBILITIES

- The Parties agree to share household responsibilities and duties equitably.
- Each Party shall contribute to the maintenance and upkeep of the shared residence.

5. SEPARATION

- In the event of separation, the Parties agree to mediate any disputes regarding the division of property and financial obligations.
- The Parties shall provide written notice of intent to separate, and agree to a cooling-off period of 30 days before initiating any legal proceedings.

6. DEFAULT AND REMEDIES

- In the event of a breach of this Agreement, the non-breaching Party shall have the right to seek specific performance, damages, or any other remedy available at law or in equity.

7. GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of the State of _____ .

8. SEVERABILITY

- If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. ENTIRE AGREEMENT

- This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral.

10. AMENDMENT

- This Agreement may be amended only by a written document signed by both Parties.

11. NOTICE

- Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or sent by email to the addresses provided by the Parties.

12. TERMINATION

- This Agreement shall terminate upon the death of either Party or by mutual written consent.

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

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

WITNESS:

Signature: _____

Date: _____

Print Name: _____

NOTARY PUBLIC:

State of _____

County of _____

On this _____ day of

_____, 20 _____,

before me, the undersigned Notary Public, personally appeared

_____ and _____,

personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals executed the instrument.

Signature: _____

Date: _____

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____

