

LIVING TOGETHER AGREEMENT

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

First Party: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

and

Second Party: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

(collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, the Parties intend to live together in a shared household and desire to define their respective rights and responsibilities concerning their financial arrangements, property ownership, and other key aspects of their cohabitation;

WHEREAS, the Parties wish to avoid future misunderstandings and disputes by establishing clear expectations and agreements regarding their living arrangements;

WHEREAS, the Parties acknowledge that this Agreement is entered into voluntarily, without duress or undue influence, and each Party has had the opportunity to seek independent legal advice concerning its terms;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: 1. PURPOSE AND INTENT

The purpose of this Agreement is to establish the terms and conditions governing the Parties' cohabitation, including their financial contributions, property ownership, division of household responsibilities, and procedures for termination of their shared living arrangement. This Agreement is intended to be legally binding and enforceable.

2. COMMENCEMENT AND TERM

This Agreement shall commence on the _____ day of _____, 20_____, and shall continue until terminated by either Party in accordance with the provisions of Section 10 herein.

3. SHARED RESIDENCE

a. **Property Description:** The Parties shall reside together at the following address (the "Shared Residence"):

Street Address: _____

Unit Number (if applicable): _____

City: _____ **State:** _____ **Zip Code:** _____

b. **Rent/Mortgage Payments:**

The Shared Residence is rented. The monthly rent is \$ _____. The Parties shall share the rent payments as follows:

First Party shall pay \$ _____ per month.

Second Party shall pay \$ _____ per month.

The Shared Residence is owned by one or both Parties. The monthly mortgage payment, including principal, interest, taxes, and insurance (PITI), is \$ _____. The Parties shall share the mortgage payments as follows:

First Party shall pay \$ _____ per month.

Second Party shall pay \$ _____ per month.

Other arrangement: _____

c. **Utilities and Household Expenses:** The Parties agree to share the costs of utilities (e.g., electricity, gas, water, internet, cable television) and other routine household expenses (e.g., cleaning supplies, minor repairs) as follows:

Equally (50/50).

Proportionately, with First Party paying _____ % and Second Party paying _____ % of such expenses.

Other arrangement: _____

d. **Joint Account for Expenses:** The Parties may establish a joint bank account for the sole purpose of

paying shared rent/mortgage, utilities, and household expenses. Each Party shall contribute their agreed-upon share to this account on or before the _____ day of each month.

4. FINANCIAL CONTRIBUTIONS AND SEPARATE FINANCES

a. **Separate Property:** Each Party shall retain sole ownership and control over all property, assets, and income acquired by them individually prior to the commencement of this Agreement or acquired during the term of this Agreement through individual effort, inheritance, or gift, and which is not expressly designated as joint property herein. This includes, but is not limited to, individual bank accounts, investments, retirement funds, vehicles, personal belongings, and any real estate owned solely by one Party.

b. **Individual Debts:** Each Party shall be solely responsible for any debts or liabilities incurred by them individually, whether prior to or during the term of this Agreement, unless such debts are expressly agreed to be joint debts in writing.

c. **Shared Expenses Not Covered by Section 3:** Any other shared expenses not specifically addressed in Section 3, such as groceries, entertainment, or travel, shall be shared as follows:

Equally (50/50).

Proportionately, with First Party paying _____ % and Second Party paying _____ % of such expenses.

Other arrangement: _____

5. JOINT PROPERTY

a. **Definition:** Joint Property shall mean any property, real or personal, acquired by the Parties jointly during the term of this Agreement with the express intent of joint ownership, or property that is specifically designated as joint property in a written agreement signed by both Parties.

b. **Contributions to Joint Property:** Contributions to the acquisition of joint property shall be as follows:

Equally (50/50).

Proportionately, with First Party contributing _____ % and Second Party contributing _____ % of the cost.

Other arrangement: _____

c. **Ownership and Division:** In the event of termination of this Agreement, any Joint Property shall be divided between the Parties in proportion to their contributions, unless otherwise agreed in writing. If the Parties cannot agree on the division or sale of Joint Property, they shall follow the dispute resolution

procedures outlined in Section 11.

6. JOINT DEBTS

a. **Definition:** Joint Debts shall mean any debts or liabilities incurred by the Parties jointly during the term of this Agreement, with the express intent of joint responsibility, or debts that are specifically designated as joint debts in a written agreement signed by both Parties.

b. **Responsibility for Joint Debts:** The Parties shall be jointly and severally responsible for all Joint Debts. Contributions to the repayment of Joint Debts shall be as follows:

Equally (50/50).

Proportionately, with First Party paying _____ % and Second Party paying _____ % of the debt.

Other arrangement: _____

c. **Division upon Termination:** In the event of termination of this Agreement, Joint Debts shall be divided between the Parties in proportion to their contributions to repayment, unless otherwise agreed in writing.

7. BANK ACCOUNTS

a. **Separate Accounts:** Each Party shall maintain their own separate bank accounts, and funds held in such accounts shall be considered separate property.

b. **Joint Accounts:** If the Parties establish any joint bank accounts, they shall specify the purpose of such accounts and the contributions of each Party in writing. Funds in joint accounts shall be considered Joint Property unless otherwise specified.

8. HOUSEHOLD RESPONSIBILITIES

The Parties agree to share household responsibilities, including but not limited to cleaning, cooking, maintenance, and errands, in a fair and equitable manner. The specific division of responsibilities shall be determined by mutual agreement and may be adjusted periodically.

9. GIFTS

Any gifts exchanged between the Parties shall be considered the sole and separate property of the recipient, unless a clear written intention of joint ownership is expressed at the time of the gift.

10. TERMINATION OF AGREEMENT

a. **Notice of Termination:** Either Party may terminate this Agreement by providing at least _____ days' written notice to the other Party.

b. **Vacating the Shared Residence:** Upon termination of this Agreement, the Party giving notice, or if by mutual agreement, the Party designated to vacate, shall do so within the notice period. If both Parties wish to vacate, they shall do so within the notice period.

c. **Division of Joint Property and Debts:** Upon termination, the Parties shall promptly and equitably divide all Joint Property and Joint Debts in accordance with Sections 5 and 6 of this Agreement. If the Parties cannot agree on the division, they shall follow the dispute resolution procedures outlined in Section 11.

d. **Return of Separate Property:** Each Party shall be entitled to remove their separate property from the Shared Residence upon termination.

11. DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall first be submitted to mediation. The Parties shall mutually agree upon a mediator. If the dispute is not resolved through mediation within _____ days, either Party may pursue any available legal remedies.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

14. AMENDMENTS

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both Parties.

15. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. WAIVER

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such Party thereafter to enforce such provision or any other provision of this Agreement.

17. HEADINGS

The headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

19. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

FIRST PARTY

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

SECOND PARTY

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____