COHABITATION AGREEMENT

This Cohabitation Agreement (this "Agreement") is made on _____ (the "Effective Date") between _____ and _____ (each a "Party," together the "Parties").

The Parties live, or will live, together at _____ (the "Home"). They are not married to each other and want to settle in writing how they will handle property, money and debts while they live together, and what happens if they separate or one of them dies.

1. THE HOME

The Home is (check one): [ ] rented, with these Parties named on the lease: _____; [ ] owned by _____ alone; [ ] owned by both Parties.

If one Party owns the Home, it remains that Party's Separate Property. Money the other Party pays toward housing costs is a contribution to living expenses, similar to rent, and gives no ownership interest unless the Parties sign a new written agreement or a deed.

If the Parties own the Home together, they hold title as (check one): [ ] joint tenants with right of survivorship; [ ] tenants in common. Their ownership shares are _____ percent (first Party) and _____ percent (second Party). They will pay the mortgage, taxes and insurance in these shares: _____. Down payment contributions to be repaid first on a sale: first Party $_____; second Party $_____.

2. SEPARATE PROPERTY

Each Party's Separate Property includes everything owned before the Effective Date, gifts and inheritances received by that Party alone, retirement accounts and pensions, any business that Party owns, and income and replacements of Separate Property. Separate Property stays separate even if it is used in the Home.

First Party's listed Separate Property: _____

Second Party's listed Separate Property: _____

3. JOINT PROPERTY

"Joint Property" means property titled in both names, bought with money from a joint account, bought with money from both Parties for shared use, or agreed in a signed writing to be joint. Unless a title or signed writing says otherwise, the Parties own Joint Property in equal shares.

Existing Joint Property: _____

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4. HOUSEHOLD EXPENSES AND ACCOUNTS

Shared Expenses are: _____. The Parties will pay Shared Expenses (check one): [ ] equally; [ ] first Party _____ percent and second Party the rest; [ ] first Party $_____ and second Party $_____ each month.

Joint accounts (check one): [ ] none; [ ] one joint household account for Shared Expenses; [ ] all income pooled in joint accounts. A Party who pays more than their share will be repaid within 30 days.

5. DEBTS

Each Party remains solely responsible for debts owed before the Effective Date and debts in their own name. Debts both Parties sign for are shared (check one): [ ] equally; [ ] in the same shares as Shared Expenses. A payment of the other Party's debt is a gift unless the Parties sign a written loan agreement.

6. PETS

Pets in the Home: _____. Owner: _____. If the Parties separate, the pets will stay with: _____.

7. CHILDREN

Each Party remains responsible for their own children from earlier relationships. Nothing in this Agreement decides custody, parenting time or child support for any child; those matters are for the parents' agreement subject to a court's approval, or for a court, based on the child's best interests.

8. SUPPORT

Neither Party owes the other financial support, maintenance or "palimony," during the relationship or after it ends, except: _____. To the fullest extent the law allows, each Party gives up any claim to the other's earnings or property based on living together or on an implied agreement, partnership or unjust enrichment.

9. SEPARATION

The Separation Date is the earliest of the date one Party gives written notice ending the living arrangement, a date the Parties agree on in writing, or the date one Party permanently moves out. The Party who leaves will move out within _____ days after the Separation Date.

Within 60 days after the Separation Date, the Parties will divide Joint Property. Either Party may keep an item by paying the other's share of its fair market value; other items will be sold and the proceeds divided. A jointly owned Home will be (check one): [ ] bought out by either Party at fair market value, or else sold; [ ] sold, with net proceeds divided by ownership shares after repaying down payment credits.

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10. DEATH OF A PARTY

Unmarried partners generally do not inherit from each other under state intestacy laws. This Agreement is not a will. A Party who wants the other to receive property at death must provide for it in a will, trust, beneficiary designation or deed.

11. GENERAL TERMS

The Parties are not married and do not intend to create a common law marriage or a business partnership. No part of this Agreement depends on sexual relations; if a court finds that any part does, that part is severed. If the Parties marry each other, this Agreement ends unless they confirm it in a written premarital agreement.

The laws of the State of _____ govern this Agreement. Disputes will first go to mediation, then to the courts serving _____ County. This Agreement is the complete agreement between the Parties, can be changed only in a signed writing, and stays in effect if any part is found unenforceable. Each Party has disclosed their income, property and debts and had the chance to consult a lawyer. This Agreement may be signed in counterparts and electronically.

Additional terms: _____

Note: Minnesota and Texas require agreements between unmarried partners to be written and signed, New Jersey requires a support promise to be in writing, and Illinois courts may refuse claims based on the relationship itself. Check your state's rules before you sign.

SIGNATURES

First Party

Signature: _____ Date: _____

Printed Name: _____

Second Party

Signature: _____ Date: _____

Printed Name: _____

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