DOMESTIC PARTNERSHIP AGREEMENT

This Domestic Partnership Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by _____ and _____ (each a "Partner" and together the "Partners"), who share, or will share, a home at _____ (the "Residence").

Registration status (check one): [ ] the Partners have entered into a [ ] registered domestic partnership [ ] civil union, effective _____; [ ] the Partners plan to register after signing; [ ] the Partners are not registered and do not intend to register by signing this Agreement.

1. REGISTRATION AND THIS AGREEMENT

This Agreement is a private contract. It is not a declaration of domestic partnership, a civil union license or any other government filing, and signing it does not register the Partners. Registration, where available, is a separate filing with the office the state designates, and it carries rights and duties set by that state's law, which in some states match those of spouses.

To the extent that law allows partners to settle their property and financial rights by contract, this Agreement settles them. Where that law treats an agreement between partners as a premarital or marital agreement, the Partners intend this Agreement to be enforced as one. Ending the relationship does not by itself end a registration; the Partners will complete any filing or court proceeding the law requires.

2. THE RESIDENCE

The Residence is (check one): [ ] rented, with these Partners on the lease: _____; [ ] owned by _____ alone; [ ] owned or being bought by both Partners.

If one Partner owns the Residence, it remains that Partner's Separate Property. Payments by the other Partner toward housing costs (check one): [ ] are never repaid; [ ] are not repaid, except payments that reduce the loan principal, which the owner repays without interest within 120 days after separation or the death of either Partner. If the owner dies first, the other Partner may stay up to _____ days rent-free.

If both Partners own the Residence, title is held as (check one): [ ] joint tenants with right of survivorship; [ ] tenants in common. Shares: first Partner _____ percent, second Partner _____ percent. Carrying costs are paid in the same shares. Down payment contributions repaid first on a sale: first Partner $_____; second Partner $_____. On separation (check one): [ ] either Partner may buy the other out at the appraised value within _____ days, otherwise the Residence is sold; [ ] the Residence is sold and net proceeds divided by shares.

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3. SEPARATE PROPERTY

Each Partner's Separate Property includes property owned before the Effective Date, gifts and inheritances, retirement accounts, pension rights and business interests, and income, growth and replacements of Separate Property. Each Partner alone manages that Partner's Separate Property. Where registration law would otherwise treat some of it as community or marital property, the Partners intend this paragraph to control to the extent the law allows.

First Partner's scheduled Separate Property: _____

Second Partner's scheduled Separate Property: _____

4. JOINT PROPERTY

"Joint Property" means (check one): [ ] property titled in both names, bought with joint funds, or designated joint in writing; [ ] only property titled in both names or designated joint in writing; [ ] all property either Partner acquires during the partnership, other than Separate Property. Joint Property is held (check one): [ ] equally; [ ] in proportion to documented contributions.

Current Joint Property: _____

5. ACCOUNTS AND HOUSEHOLD EXPENSES

Accounts (check one): [ ] separate accounts only; [ ] one joint Household Account for shared bills; [ ] all earnings pooled in joint accounts.

Household Expenses are: _____. They are paid (check one): [ ] one-half each; [ ] first Partner _____ percent and second Partner the balance; [ ] first Partner $_____ and second Partner $_____ each month. A Partner who overpays is reimbursed within 30 days. All other costs are personal.

6. DEBTS

Each Partner alone owes the debts that Partner had on the Effective Date and debts in that Partner's name alone. Debts both Partners sign for are paid between them (check one): [ ] equally; [ ] in the same shares as Household Expenses. This Agreement does not change a creditor's rights against either Partner.

Disclosed debts: first Partner _____; second Partner _____.

7. CHILDREN

Children covered by this Agreement: _____. Each Partner remains responsible for that Partner's children from earlier relationships. This Agreement does not decide custody, parenting time or child support, which belong to the parents' agreement subject to court approval or to a court applying the child's best interests, and it does not waive any child's right to support.

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8. SUPPORT BETWEEN THE PARTNERS

Support (check one): [ ] each Partner waives support from the other, to the extent the law allows; [ ] _____ will pay _____ a one-time payment of $_____ within 90 days after separation; [ ] _____ will pay _____ $_____ per month for _____ months after separation; [ ] support is left to the law that applies. Each Partner releases other claims to the other's earnings or property based on the relationship, to the extent the law allows.

9. ENDING THE PARTNERSHIP

The Separation Date is the earliest of written notice ending the partnership, a date the Partners set in writing, or the date one Partner permanently leaves the Residence intending to end the partnership. The Partner who leaves will move out within _____ days. Within 60 days, the Partners will divide Joint Property; either may keep an item by paying the other's share of its fair market value.

10. DEATH OF A PARTNER

This Agreement is not a will. Unregistered partners generally do not inherit from each other without a will, and registration rights may not be recognized in every state. Each Partner agrees to (check any): [ ] sign a will; [ ] keep life insurance of at least $_____ naming the other; [ ] review beneficiary designations; [ ] sign health care and financial powers of attorney naming the other.

11. GENERAL PROVISIONS

The Partners' promises are made in exchange for each other's promises, and sexual relations are not consideration for any part of this Agreement. The Partners are not business partners. Unregistered Partners do not intend a marriage, common law marriage, civil union or registered partnership.

The laws of the State of _____ govern this Agreement. Disputes will be resolved (check one): [ ] by mediation, then in the courts serving _____ County; [ ] in court; [ ] by binding arbitration. Custody and child support stay with the courts. This Agreement is the entire agreement, may be amended only in a signed writing, survives the invalidity of any term, and may be signed in counterparts and electronically.

Each Partner (check one): [ ] had a lawyer; [ ] was advised to get a lawyer and chose not to. Financial disclosure (check one): [ ] each Partner described that Partner's finances to the other; [ ] written schedules are attached as Schedule A and Schedule B.

Additional terms: _____

Note: California, Colorado, Oregon, Washington (one partner 62 or older), the District of Columbia, Hawaii, Illinois, Nevada and New Jersey offer registered domestic partnerships or civil unions through a state or county filing. Minnesota and Texas require agreements between unmarried partners to be written and signed, and New Jersey requires a support promise between them to be in writing. Check your state's rules before signing.

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SIGNATURES

First Partner

Signature: _____ Date: _____

Printed Name: _____

Second Partner

Signature: _____ Date: _____

Printed Name: _____

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