

- DISCLAIMER -

The following form is provided by FindLaw, a Thomson Business, for informational purposes only and is intended to be used as a guide prior to consultation with an attorney familiar with your specific legal situation. FindLaw is not engaged in rendering legal or other professional advice, and this form is not a substitute for the advice of an attorney. If you require legal advice, you should seek the services of an attorney by linking to FindLaw.com. © 2005 FindLaw.com. All rights reserved.

LIVING TOGETHER

SAMPLE COHABITATION AGREEMENT

The following form is intended for illustrative purposes only. You and your attorney can use this sample as a guide in drafting a cohabitation agreement that best protects your interests and complies with the laws in effect where you live.

_____, Cohabitant No. 1, and
_____, Cohabitant No. 2, hereinafter jointly referred to as the
Cohabitants, who now live /will live together in the future (circle one) at _____,
in the city of _____, county of _____, state of _____, hereby
agree on this ____ day of _____, in the year _____, as follows:

1. The Cohabitants wish to establish their respective rights and responsibilities regarding each other's income and property and the income and property that may be acquired, either separately or together, during the period of cohabitation.
2. The Cohabitants have made a full and complete disclosure to each other of all of their financial assets and liabilities.
3. Except as otherwise provided below, the Cohabitants waive the following rights:
 - a. To share in each other's estates upon their death.
 - b. To "palimony" or other forms of support or maintenance, both temporary and permanent.
 - c. To share in the increase in value during the period of cohabitation of the separate property of the parties.
 - d. To share in the pension, profit sharing, or other retirement accounts of the other.
 - e. To the division of the separate property of the parties, whether currently held or hereafter acquired.
 - f. To any other claims based on the period of cohabitation of the parties.
 - g. To claim the existence of a common-law marriage.
4. [SET FORTH RELEVANT EXCEPTIONS HERE. For instance, if both cohabitants are contributing to the debt repayment on the home owned by one party, they may agree that any increase in equity during the period of cohabitation will be fairly divided between them.]
5. The Cohabitants agree to divide the household expenses as follows:

| Monthly Expenses | Cohabitant No. 1 | Cohabitant No. 2 |
|-------------------------|-------------------------|-------------------------|
| Rent or Mortgage | \$ _____ | \$ _____ |

Utilities:

| | | |
|--------------------|----------|----------|
| Telephone | \$ _____ | \$ _____ |
| Gas | \$ _____ | \$ _____ |
| Electricity | \$ _____ | \$ _____ |
| Water & Sewer | \$ _____ | \$ _____ |
| Garbage Collection | \$ _____ | \$ _____ |
| Cable Television | \$ _____ | \$ _____ |
| Cellular Phone | \$ _____ | \$ _____ |
| Internet Service | \$ _____ | \$ _____ |
| Property Taxes | \$ _____ | \$ _____ |

Insurance:

| | | |
|----------------------|----------|----------|
| Homeowners/Renters | \$ _____ | \$ _____ |
| Auto(s) | \$ _____ | \$ _____ |
| Recreational Vehicle | \$ _____ | \$ _____ |

Debt Payments:

| | | |
|------------------|----------|----------|
| Vehicle #1 | \$ _____ | \$ _____ |
| Vehicle #2 | \$ _____ | \$ _____ |
| Home Equity Loan | \$ _____ | \$ _____ |
| Other Loans | \$ _____ | \$ _____ |
| Credit Card #1 | \$ _____ | \$ _____ |
| Credit Card #2 | \$ _____ | \$ _____ |
| Credit Card #3 | \$ _____ | \$ _____ |
| Day Care | \$ _____ | \$ _____ |

Transportation Expenses:

| | | |
|---------------------|----------|----------|
| Gasoline | \$ _____ | \$ _____ |
| Parking/Commuting | \$ _____ | \$ _____ |
| Vehicle Maintenance | \$ _____ | \$ _____ |
| Licenses | \$ _____ | \$ _____ |

Food:

| | | |
|----------------|----------|----------|
| Groceries | \$ _____ | \$ _____ |
| Take-out Food | \$ _____ | \$ _____ |
| Restaurants | \$ _____ | \$ _____ |
| School Lunches | \$ _____ | \$ _____ |

Household Expenses:

| | | |
|-------------------|----------|----------|
| Cleaning Supplies | \$ _____ | \$ _____ |
| Cleaning Service | \$ _____ | \$ _____ |
| Yard Maintenance | \$ _____ | \$ _____ |
| Home Maintenance | \$ _____ | \$ _____ |
| Home Security | \$ _____ | \$ _____ |
| Home Improvements | \$ _____ | \$ _____ |
| Home Furnishings | \$ _____ | \$ _____ |
| Appliances | \$ _____ | \$ _____ |

Personal Expenses:

| | | |
|------------------------|----------|----------|
| Entertainment | \$ _____ | \$ _____ |
| Travel | \$ _____ | \$ _____ |
| Gifts | \$ _____ | \$ _____ |
| Hobbies | \$ _____ | \$ _____ |
| Babysitting | \$ _____ | \$ _____ |
| Pet-care Costs | \$ _____ | \$ _____ |
| Donations | \$ _____ | \$ _____ |
| Other Expenses | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ |
| TOTAL EXPENSES: | \$ _____ | \$ _____ |

6. [ADDITIONAL PROVISIONS HERE. These can cover just about any issue, from custody of pets to allocating household chores. The legal obligation to pay child support to any children of the Cohabitants cannot, however, be modified by agreement of the parties.]
7. Each Cohabitant is represented by separate and independent legal counsel of his or her own choosing.
8. The Cohabitants have separate income and assets to independently provide for their own respective financial needs.
9. This agreement constitutes the entire agreement of the parties and may be modified only in a writing executed by both Cohabitants.
10. In the event it is determined that a provision of this agreement is invalid because it is contrary to applicable law, that provision is deemed separable from the rest of the agreement, such that the remainder of the agreement remains valid and enforceable.
11. This agreement is made in accordance with the laws of the state of _____, and any dispute regarding its enforcement will be resolved by reference to the laws of that state.
12. This agreement will become null and void upon the legal marriage of the Cohabitants.

I HAVE READ THE ABOVE AGREEMENT, I HAVE TAKEN TIME TO CONSIDER ITS IMPLICATIONS, I FULLY UNDERSTAND ITS CONTENTS, I AGREE TO ITS TERMS, AND I VOLUNTARILY SUBMIT TO ITS EXECUTION.

Cohabitant No. 1

Cohabitant No. 2

Witnessed by:

(Witness or counsel signature)

(Witness or counsel signature)

[NOTARY PUBLIC MAY AFFIX STAMP HERE]