

COHABITATION AGREEMENT

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This Cohabitation Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTNER 1 LEGAL NAME], residing at [PARTNER 1 ADDRESS] ("**Partner 1**"); and

[PARTNER 2 LEGAL NAME], residing at [PARTNER 2 ADDRESS] ("**Partner 2**").

Partner 1 and Partner 2 are each a "**Party**" and together the "**Parties**" or the "**Partners**."

Recitals. The Parties are unmarried adults who reside together or intend to reside together in a committed personal relationship at [SHARED RESIDENCE ADDRESS] (the "**Residence**"). The Parties are not married to each other and do not intend that this Agreement create a marriage, civil union, or domestic partnership unless they separately and formally establish one. The Parties wish to define their respective property, financial, and household rights and obligations during their cohabitation and upon any separation. Each Party has disclosed material assets, liabilities, and income to the other and has had the opportunity to consult independent counsel. In consideration of the mutual promises below, the Parties agree as follows.

1. Relationship and Intent

1.1 No marriage created. This Agreement does not create, and is not intended to create, a marriage, common-law marriage, civil union, or domestic partnership. The Parties remain legally single with respect to each other.

1.2 Purpose. The purpose of this Agreement is to define the financial and property arrangements between the Parties during cohabitation and to set out a fair and predictable process for dividing property and responsibilities if the Parties stop living together.

1.3 Independent legal status. Except as expressly stated in this Agreement, neither Party acquires any interest in the other Party's property, income, or estate by reason of the relationship or cohabitation.

1.4 Defined terms. "**Separate Property**" has the meaning in Section 3, "**Joint Property**" has the meaning in Section 4, and "**Separation**" means the date either Party permanently moves out of the Residence or the Parties mutually agree in writing that the relationship has ended.

2. Financial Disclosure

2.1 Disclosure. Each Party has provided the other with a written statement of that Party's material assets, liabilities, and income, attached as **Schedule A** (Partner 1) and **Schedule B** (Partner 2).

2.2 Reliance and accuracy. Each Party is relying on the other's disclosure as materially accurate. A knowing and material misrepresentation of a significant asset or liability may render this Agreement voidable by the other Party to the extent permitted by law.

2.3 **Sufficiency.** Each Party acknowledges that the disclosure provided is sufficient for the purposes of this Agreement and waives any right to further financial discovery, subject to Section 2.2.

3. Separate Property

3.1 **Definition.** A Party's "**Separate Property**" includes property that Party owned before cohabitation, property acquired by that Party individually during cohabitation (including by gift or inheritance), and the income, proceeds, and appreciation of that property, to the extent kept identifiable.

3.2 **Retention.** Each Party retains sole ownership and control of that Party's Separate Property and may dispose of it without the other's consent.

3.3 **No conversion.** Contributing Separate Property toward shared household expenses, or temporarily placing it in a joint account, does not convert it to Joint Property unless the Parties so agree in writing.

3.4 **Waiver.** Except as expressly provided, each Party waives any claim to the other's Separate Property, including claims based on contribution, services rendered, or appreciation.

4. Joint Property and Shared Purchases

4.1 **Definition.** "**Joint Property**" means property the Parties acquire together and title jointly, or that they agree in writing to treat as jointly owned, including the items listed on **Schedule C**.

4.2 **Default ownership shares.** Unless a writing or title document states otherwise, the Parties own Joint Property in proportion to their respective financial contributions to its acquisition, or, if contributions cannot be determined, **[EQUALLY / AS FOLLOWS]**.

4.3 **Major purchases.** A purchase of **[AMOUNT, e.g. \$1,000]** or more that the Parties intend to own jointly should be documented in writing identifying each Party's contribution and ownership share.

4.4 **Division on Separation.** On Separation, Joint Property will be divided in proportion to ownership shares, or sold and the net proceeds divided accordingly. The Parties will cooperate in good faith to value and divide Joint Property promptly.

5. Household Expenses and Finances

5.1 **Shared expenses.** The Parties will share ongoing household expenses (rent or mortgage, utilities, groceries, and similar costs) **[EQUALLY / IN PROPORTION TO INCOME / AS FOLLOWS]**.

5.2 **Joint account.** The Parties **[WILL / WILL NOT]** maintain a joint account for shared expenses. Contributions to and withdrawals from any joint account will be made in good faith and consistent with this Section.

5.3 **Separate finances.** Each Party retains that Party's own bank accounts, credit, and income. Neither Party is responsible for the other's individually incurred debts, and neither Party may pledge the other's credit without written consent.

5.4 **The Residence.** If the Parties rent the Residence, responsibility for rent and the lease is allocated as stated in Section 5.1 and the lease. If one Party owns the Residence, the other Party acquires no ownership interest in it by paying rent or contributing to expenses, unless the Parties agree otherwise in writing.

6. Support and No Palimony

6.1 **No support obligation.** Neither Party is obligated to support the other financially during the relationship or after Separation, except as expressly stated in this Agreement.

6.2 Waiver of support claims. To the maximum extent permitted by applicable law, each Party waives any claim for support, maintenance, or compensation (sometimes called "palimony") arising from the relationship, the cohabitation, or services provided to the other or to the household.

6.3 Optional voluntary support. If the Parties wish to provide for any transition payment or support on Separation, they may describe it here: **[DESCRIBE AMOUNT, DURATION, AND CONDITIONS, OR STATE "NONE"]**.

7. Separation and Dispute Resolution

7.1 Separation process. On Separation, the Parties will: (a) divide Joint Property under Section 4; (b) confirm that each retains that Party's Separate Property; (c) allocate remaining shared expenses through the Separation date; and (d) cooperate to vacate or transfer the Residence as their housing arrangement requires.

7.2 Mediation. Before either Party files suit over a dispute under this Agreement, the Parties will attempt in good faith to resolve it through mediation with a neutral mediator, sharing the mediator's fees **[EQUALLY / AS FOLLOWS]**.

7.3 No effect on children. This Agreement does not determine the custody, support, or care of any child of the Parties. Matters involving children are governed by applicable law and the best-interests standard, and a court retains authority over them regardless of this Agreement.

8. General Provisions

8.1 Governing law. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties acknowledge that the enforceability of cohabitation agreements varies by jurisdiction.

8.2 Independent counsel. Each Party has had the opportunity to consult independent legal counsel and signs voluntarily, without duress or undue influence.

8.3 Severability. If any provision is held unenforceable, the rest remains in effect and the provision will be modified to the minimum extent necessary to be enforceable.

8.4 Amendment. This Agreement may be amended or revoked only by a writing signed by both Parties.

8.5 Entire agreement. This Agreement, with its schedules, is the entire agreement between the Parties on its subject and supersedes prior understandings.

8.6 No waiver. A Party's failure to enforce a provision is not a waiver of that provision or any other.

8.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PARTNER 1

PARTNER 2

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

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