**COHABITATION AGREEMENT**

**LIVING TOGETHER**

This Agreement is made on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (First Party) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Second Party).

**Recitals:**

The parties now live or intend to live together and wish to enter into this Agreement to set forth their rights and responsibilities to each other. Therefore, in consideration of the premises, covenants, promises and waivers contained in this Cohabitation Agreement (the “Agreement”) the parties mutually agree as follows

1. Marital Status The cohabitation of the parties is not intended to create a marital relationship, and the parties shall in no way make a claim of marriage based on their living situation, under common law or any other operation of law.

2. Disclosure of Present Assets and Obligations Each party has fully disclosed to the other party the full extent of all assets presently owned and obligations presently owed in Exhibit A to this Agreement.

3. Separate Property The parties agree that unless provided for otherwise in a separate written agreement signed by both parties, the following is and will remain separate property: (i) any property owned by either party, as of the date of this Agreement, (ii) individual income of each party earned after the date of this Agreement, except any income deposited into a joint banking account held by both parties will be held jointly, and (iii) any property received by either party through gift or inheritance.

4. Debts Each party shall be solely liable for any individual debts incurred. The parties shall be jointly responsible for all debts entered into together.

5. Household and Living Expenses The parties shall divide all jointly approved household and living expenses and shall deposit their monthly share into a joint checking account held by the parties as follows:

First Party contribution **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** % per month; Second Party contribution**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** % per month.

6. Joint Property All property acquired by the parties with joint resources will be held jointly with each party possessing a percentage of ownership based on his or her contribution to the jointly held property.

7. Division of Property On termination of this Agreement, the parties shall immediately divide their jointly-owned property according to their pro rata share based upon the percentage of their original contribution. If the parties are unable to agree on a division of their property, the parties may appoint a third party appraiser to assist in the valuation and division of the property.

8. Representation by Independent Counsel Each party acknowledges that he or she has read this Agreement and understood its legal meaning and consequences, and has had the opportunity to consult with independent counsel of their own choosing in the negotiation of this Agreement. The parties each acknowledge that they enter into this Agreement voluntarily, without any duress or undue influence.

9. Attorneys’ Fees and Costs If any legal action is necessary to enforce the terms of this Agreement, the prevailing party will receive reasonable attorneys’ fees and costs, in addition to any other relief ordered.

10. Entire Agreement; Modification This Agreement contains the entire agreement of the parties. This Agreement supersedes all other agreements, either oral or in writing, between the parties relating to their rights and liabilities arising out of their relationship. Any amendment or modification of this Agreement shall be made only by a written agreement signed by both parties.

11. Severability If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, then the remaining portions will continue in full force and effect.

12. Governing Law This Agreement is governed by, and construed in accordance with, the laws of the State of**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** .

Executed at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** , State of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** , on**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** .

Signature   
  
  
  
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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FIRST PARTY**

Signature