**Cohabitation Agreement**

This Agreement is made and entered into on [Insert Date Here], by and between [Insert First Party's Name Here] and [Insert Second Party's Name Here] with reference to the following facts:

The parties to this agreement are not now, never have been, and do not contemplate becoming married to one another.

The parties desire to live with one another in a conjugal nonmarital relationship for an unspecified period of time in the future (the cohabitation period).

The parties wish to set forth in writing their mutual understanding of their respective rights, expectations, and obligations with respect to one another and to each item of real, personal, or combined property, whether earned or acquired by gift, bequest, devise, descent or otherwise, before, during, and after the cohabitation period.

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties agree to the following provisions:

**Agreement Not to Be Governed by State Laws of Marriage and Dissolution**

The parties acknowledge that they would not cohabit with one another in the absence of this Agreement. The parties do not intend for their status or relationship to be governed in any way or to any extent by provisions of any State Family Code, or other laws regarding marriage or the dissolution thereof.

**Relationship of the Parties**

The parties expressly understand and agree that any confidential relationship that may develop during the cohabitation period shall not make either party a fiduciary with regard to the other or impose any duties or obligations on one another than those expressly provided for in this Agreement.

**Recognition of Relationship Publicly**

Each party will use his or her own name and will not under any circumstances, except pursuant to a written agreement signed by both parties, use all or part of the name of the other on any instruments or documents, including bank accounts, checking accounts, and charge accounts. The parties further agree not to represent themselves to anyone, whether relative, friend, acquaintance, or stranger, as a married couple or as sharing the same last name. Notwithstanding the foregoing, if from time to time either of the parties uses the other's name with or without the other's consent, if the parties use the same name, or if the parties represent themselves as a married couple, then such use or representation shall in no way be construed as, and is not intended by the parties as evidence of, an express, implied, or other agreement for the sharing of earnings and property accumulations or for the support of one by the other. Nor shall it be considered evidence of any intent on the part of the parties to modify the terms of this Agreement.

**General Release**

Except for the benefits, rights, and obligations created by this Agreement or received in consideration for entering into this Agreement, and except as to any action to enforce this Agreement, each party releases, relinquishes, disclaims, and forever surrenders and discharges the other party and his or her heirs, executors, administrators, assigns, property and estate, from any and all rights, remedies, claims, demands, causes of action, and obligations, regardless of whether such interests are known or unknown, suspected or unsuspected, or legal or equitable. Such interests may include, but are not limited to, any claims with regard to the other party's property; any claims with reference to homestead, dower, courtesy, inheritance, family allowance as an heir or as a putative spouse, letters of administration, descent, or distribution; any claims for alimony, support, or maintenance; any claims for attorneys' fees, costs, and suit money; any present claims or future claims that arise out of the relationship, oral promises, or representations made by either party to the other that are not reduced to writing, including services rendered to the other party or with regard to his or her property; and any and all expectations that may arise from any or all of the foregoing claims. Except as otherwise provided in this Agreement, the parties intend that this Agreement shall constitute a full and final accord and satisfaction of all claims that each may have or may subsequently be deemed to have against the other.

**Residence of Parties**

The parties agree that they will jointly take a lease on a residence located at [Insert Address Here].

**Full Disclosure of Property**

Each party warrants that he or she has fully and completely disclosed the nature, location, and value of all of the real and personal property that he or she owns or in which he or she has any interest. Each party acknowledges and believes that he or she has received a full, complete, and adequate disclosure of the nature, location, and value of all of the real and personal property that the other party owns or in which the other party has any interest, and each party waives his or her right to receive disclosure of the other party's property and financial obligations, beyond the disclosure that was made.

**Separate Property of [Insert First Party's Name Here]**

The following property and all of the fruits and proceeds of the following property, and all property acquired in exchange for any of the following property, shall be and remains the separate property of [Insert First Party's Name Here]:

Item Value

[List All Properties Here] $[Insert Amount Here]

**Separate Property of [Insert Second Party's Name Here]**

The following property and all of the fruits and proceeds of the following property, and all property acquired in exchange for any of the following property, shall be and remains the separate property of [Insert Second Party's Name Here]:

Item Value

[List All Properties Here] $[Insert Amount Here]

**Property Acquired During Term of Agreement**

Any property acquired after the effective date of this agreement by gift, bequest, devise, or descent, or by purchase or exchange, or otherwise, and all of the income, proceeds, rents, and profits of such property, shall be and remain the separate property of the party who acquires the property.

**Earnings**

All personal earnings, including income, salaries, and commissions, resulting from the personal service, skill, effort, and labor of a party shall be and remain the separate property of the earning party. All property acquired with the personal earnings of a party shall be and remain that party's separate property.

**Jointly Acquired Property**

All property acquired by the parties jointly, through any method or means, shall be owned by the parties together in undivided interests, any foregoing provision to the contrary notwithstanding, and each party's interest shall be and remain that party's separate property. Each party's interest in any jointly acquired property shall be a half interest unless one party's interest is proved to be a larger interest; and the proof shall be limited to a writing signed or handwritten by the other party, from which each party's interest can be determined with certainty. It shall be presumed that no property was acquired by the parties jointly unless a document of title proves that both parties are the owners, or a writing signed or handwritten by one of the parties, who appears or claims to be the owner, contains an acknowledgment, in any words or form, that the other party owns an interest in particular property that can be identified by reference to the writing. In the event of termination of this agreement otherwise than by the death of a party, each party agrees that the other may file a suit for partition of their jointly owned property in a court of competent jurisdiction in [Agreed Jurisdiction] and each party waives the right to object to venue being laid in that jurisdiction.

**Property Passing Between Parties**

A party may give or sell property to, or exchange property with, the other party. It shall be presumed that property transferred between the parties was a gift by the transferor to the transferee unless an exchange of valuable and lawful consideration is proved; and the proof shall be limited to a writing signed or handwritten by one of the parties and containing an acknowledgment, in any words or form, that the other party furnished valuable consideration, provided it can be determined that the consideration had some value in money or money's worth.

**Property Acquired by Gift, Bequest, Devise, or Descent**

The parties agree that any property acquired by the other, whether by gift, bequest, devise, or descent, shall be and remain the sole and separate property of the acquiring party. In no way shall the fact that the parties commingle such property or any other property with the property of the other affect the ultimate disposition of said property on termination of the relationship, except as stated in an agreement in writing signed by both parties hereto. In the event that property acquired by gift, bequest, devise, or descent is acquired or received jointly by both parties, such property shall be deemed to be owned by the parties in equal shares as tenants in common unless otherwise specified by the donor.

**Joint Bank Account**

The parties shall open one joint checking account for the sole purpose of paying shared household and living expenses. The opening of this joint account shall not be construed as a commingling of funds; rather, this account is opened solely for the purposes described in this paragraph. Each party will be responsible for depositing money into this account each month. [Insert First Party's Name Here] will deposit a minimum of $[Insert Amount Here] into the joint account. [Insert Second Party's Name Here] will deposit a minimum of $[Insert Amount Here] into the joint account.

**Jointly Purchased Property**

The parties contemplate that from time to time it may be necessary and convenient to buy property, whether real or personal, with the combined separate funds of each party. Prior to or concurrently with the purchase or acquisition of such property, the parties will prepare a separate written agreement to cover each item of property acquired in this manner. Such agreements shall be attached to this Agreement, and shall be marked as exhibits, and shall be deemed incorporated in this Agreement by reference. Each such agreement shall contain a provision providing for the ultimate disposition of the property on termination of the relationship.

**Compensation for Services Rendered**

Each party acknowledges that, prior to the date on which this Agreement is made, neither party has rendered valuable services to the other with the expectation of compensation (except insofar as payment has already been made). To the extent that any claim for compensation for services rendered exists, that claim, or right is hereby waived, and the right shall be deemed extinguished.

The parties contemplate that during the course of their relationship, each may render valuable services to the other, or with respect to his or her property. Both parties agree that such services may be rendered out of love and affection, or out of the desire to make the relationship work, or as a division of the responsibilities attendant on any cohabitation arrangement. However, both parties agree that, unless they consent in writing to the contrary, such services will not be rendered with the expectation of compensation, and neither party has or will make any claim or maintain any action against the other for compensation for such services.

**Household Expenses and Responsibilities**

All household responsibilities shall be shared equally by the parties. The parties reserve the right to make adjustments from time to time, by oral agreement, in their relative burdens of sharing household responsibilities, and the validity and effect of this agreement shall not be affected by the existence or nature of such adjustments. A party's failure to bear his or her share of household responsibilities shall not be the basis of any claim by the other party for compensation or reimbursement.

All household expenses shall be shared equally by the parties and should be paid with the joint expense account. Items of household expense include but are not limited to the following:

**Earnings and Property Accumulations during Cohabitation Period**

Each party agrees that the earnings and property accumulations of the other, however accumulated, including but not limited to, earnings and property accumulations resulting from his or her personal services, skill, effort, talent, or work, during the cohabitation period shall belong solely to the other and shall be his or her separate property. The parties agree that this shall be true even if one party, by virtue of the relationship, services rendered, or otherwise, assists the other in his earnings or property accumulations. Each party agrees not to maintain any action or to assert any claim against the earnings and property accumulations of the other. To the extent that a claim by either party now exists against the earnings or property accumulations of the other, that claim is hereby waived, and the claim shall be deemed extinguished.

**Waiver of Right to Support and Other Rights**

Notwithstanding the fact that the parties may have provided or will provide one another voluntarily with support or maintenance during the cohabitation period, such conduct shall not be construed as an agreement, either express, implied, or otherwise, to provide the other with support or maintenance after the relationship has terminated. The parties hereby waive and relinquish all rights and remedies, whether legal or equitable, to maintenance, support, or other rights or remedies, including, but not limited to, monies for rehabilitation, in the event their relationship terminates, regardless of which party terminates such relationship.

**Effective Date**

The effective date of this Agreement shall be on the date first indicated above as the date the parties entered into this Agreement.

**Termination**

Either party may terminate this cohabitation agreement by giving the other party thirty (30) days' written notice of the intention to terminate. However, in the event the parties cease to cohabit, they may terminate this Agreement without written notice. Although the parties have no present intention to marry each other, in the event that they marry each other in a ceremonial marriage, and this agreement has not been terminated, it shall be terminated on the date of their marriage and shall have no force or effect thereafter. In the event that either party marries a third person in a ceremonial marriage after the date of this agreement, and this agreement has not been terminated, it shall be terminated on the date of their marriage and shall have no force or effect thereafter.

On termination of this Agreement, each party shall take possession of his or her separate property. Any jointly held property will be divided in accordance with this or any subsequent written agreement governing the disposition of such property. On written notice of termination by either party, the other party agrees to move promptly from the residence in which the parties are residing, but in no event later than thirty (30) days from the date of such notice.

**Attorneys' Fees**

Should legal action be instituted under this Agreement by either party to enforce its terms, the parties agree that each shall pay his or her own legal expenses incurred, including attorneys' fees, costs, and suit money. This paragraph will be enforced no matter which party prevails in an enforcement action.

**Consideration**

The consideration for this agreement consists solely and exclusively of the mutual promises of the parties as specified in this agreement.

**Severability**

If any portion of this Agreement is held illegal, unenforceable, void, or voidable by any court, each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

**Execution of Document**

Each party agrees that, at the request of the other, he/she will execute and deliver any instrument, furnish any information, or perform any other act reasonably necessary to carry out the provisions of this Agreement including, but not limited to, the vesting of title and estate in the appropriate party as herein provided.

**Waiver of Breach**

If one party breaches a term of this Agreement, and the other party waives his/her right to bring an action on account of that breach, the waiver is deemed to apply solely to that breach and shall not be deemed a waiver of a right to seek enforcement on account of any prior or subsequent breach.

**Entire Agreement**

This Agreement contains the entire understanding of the parties. The parties acknowledge that there are no promises, representations, warranties, or inducements, express or implied, oral or written, tacit or otherwise, or undertakings by either party to the other except as set forth in this Agreement. Any prior conversations of the parties concerning their respective property rights have been merged and incorporated in this Agreement.

**Applicable Law**

This Agreement shall be governed by the laws of the State of [Insert State Here].

**Acknowledgment of Advisement of Rights**

This Agreement is made voluntarily by each party, free from duress or influence on the part of the other. The parties expressly declare that they have entered into this Agreement after mature consideration and that each is signing this Agreement with full knowledge of the meaning of the consequences of each and every term of the provisions set forth herein.

IN WITNESS OF the mutual promises made above, the parties have executed this Agreement on the above written date.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[Insert First Party's Name Here]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[Insert Second Party's Name Here]

STATE OF [Insert State Here], COUNTY OF [Insert County Here], ss:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title (and Rank)

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_