

NONMARITAL COHABITATION AGREEMENT

AGREEMENT made this date, by and between \_\_\_\_\_, hereinafter referred to as "First Party", and \_\_\_\_\_, hereinafter referred to as "Second Party".

RECITALS

A. The parties to this Agreement have been living together since \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, and it is their intent to continue such living arrangement.

B. The parties intend by this Agreement to define their property rights with one another.

C. The parties do not intend that any informal or common-law marriage shall arise by virtue of the parties cohabiting with one another.

IT IS THEREFORE AGREED:

1. Consideration. The consideration for this Agreement consists of the mutual promises of each party to act as the companion and homemaker to the other, in addition to the other promises contained in this Agreement. The furnishing of sexual services forms no part of the consideration for this Agreement. Any services which either party may provide to the other or for the benefit of the other are fully compensated by this Agreement.

2. Earnings as Separate Property. The earnings of each party, while living together, shall remain their separate property and shall not be subject to division on termination of the parties' relationship.

3. Payment of Living Expenses. The parties agree that First Party, shall pay \_\_\_\_\_ percent and Second Party, shall pay \_\_\_\_\_ percent of their living expenses while they are living together. First Party shall deposit \$\_\_\_\_\_ monthly and Second Party shall deposit \$\_\_\_\_\_ monthly into a joint checking account on which either party may draw. Any property purchased from such account and any balance in this account shall be owned in the same percentages as contributions to the account.

4. Assets and Liabilities as Separate Property. Each of the parties agrees that property owned or acquired by either party shall remain the separate property of each party. This property shall include, but not be limited to, all property, whether real or personal, owned by either party at the effective date of this Agreement; all property acquired by either party out of the proceeds or income from property owned at the effective date of this Agreement or attributable to appreciation in value of such property; and all property hereafter acquired by either party by gift, bequest, devise or inheritance, or income from such property, or attributable to appreciation in value of such property.

Neither party shall be liable for the individual and separate debts incurred by the other party.

5. Present Financial Condition of Each Party. A balance sheet of each party has been attached hereto. Neither party represents his or her respective balance sheet to be an exact computation of his or her assets and liabilities, but such

balance sheet constitutes a reasonable approximation of each party's assets and liabilities. Each party represents to the other that he or she has fully disclosed to the other his or her financial situation by the representations contained in such balance sheet subject only to the warning that such balance sheet was prepared informally and not by professional accountants.

6. Fiduciary Relationship. Each of the parties promises to act in good faith and to deal fairly toward the other in the management of their joint property and in living under the terms of this Agreement.

7. Commingling of Separate and Joint Property. Where either or both of the parties commingle his or her separately owned property with jointly owned property, the commingled property shall be presumed to be the jointly owned property of the parties, unless the commingling party reasonably demonstrates that the separately owned property can be traced.

8. Legal Names of Parties and Children. Each party shall keep his or her respective surname as the legal name of such party. The parties agree, however, that any child or children of the parties shall be given the surname of \_\_\_\_\_.

9. Support, Maintenance, and Education of Children. Each party to this Agreement shall furnish the necessary clothing, food, shelter and medical attendance, or other remedial care, for any child or children of the parties. Furthermore, each party shall furnish the amount for support and education of such child or children that is reasonable under the circumstances, taking account of such child's or children's needs and the financial circumstances of the parties. The obligations of the parties under this Agreement to provide support, maintenance, and education for their child or children shall terminate for each such child receiving support, maintenance, and education when such child dies, attains majority, is married, or is otherwise emancipated, whichever of these events shall occur first.

10. Complete Agreement. This Agreement sets forth the entire Agreement between the parties with regard to the subject matter hereof. All agreements, covenants, representations and warranties, either express or implied, oral or written, of the parties with regard to their financial relationship, either past, present or future, commencing as of the date they began living together and terminating if and when they separate, are contained in this Agreement.

11. Severability of Provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining portions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. Amendment. This Agreement can only be amended by a written agreement signed by both parties.

13. Effect of Death. Each of the parties waives the right to be supported by the other after the death of either party.

14. Effective Date and Termination. This Agreement shall be effective as of the execution date of this Agreement and shall continue until terminated on the written consent of the parties, the separation of the parties or the death of either party, whichever of these events shall occur first.

15. Division of Property. On termination of this Agreement, the parties shall immediately divide their jointly owned property. If the parties are unable to agree on a division of their property, an appraiser shall divide such property. The appraiser shall inventory and appraise at fair market value the property jointly owned by the parties at the time of termination of this Agreement. Unless the parties agree to the contrary, Appraiser shall divide the jointly owned

personal property equally or nearly equally between the parties using the appraised market value as the basis for division. Appraiser shall also appraise any real property jointly owned by the parties at the time of termination of this Agreement, set the appraised value of such real property based on its fair market value, and fix the percentage representing each of the parties' individual ownership interest in each such property.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement at \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
First Party

\_\_\_\_\_  
Second Party

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness