

THIS COHABITATION AGREEMENT (the "Agreement") dated this 12th day of December, 2016.

**BETWEEN:**

of \_\_\_\_\_, in the City of \_\_\_\_\_,  
in \_\_\_\_\_

**- AND -**

of \_\_\_\_\_, in the City of \_\_\_\_\_,  
in \_\_\_\_\_

**COHABITATION AGREEMENT**

**BACKGROUND**

- A. This Agreement is made between \_\_\_\_\_ and \_\_\_\_\_  
(collectively the "Parties" and individually a "Party") who presently reside or intend to reside together in the future, in a non-marital cohabitation, although there is no present intention to marry.
- B. The Parties' non-marital cohabitation began or would begin on approximately 12th day of December, 2016.
- C. The Parties wish to enter into this Agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them.
- D. The Parties further wish to affix their respective rights and liabilities that may result from this relationship.
- E. The Parties recognize the possibility of unhappy differences that may arise between them. Accordingly, the Parties desire that the distribution of any property that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law

permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.

F. Each Party has retained their own lawyer and has received independent legal advice regarding the terms of this Agreement.

G. The Parties acknowledge that neither is under any duress or undue influence of the other, and that they are voluntarily entering into this Agreement.

H. The Parties have disclosed to the satisfaction of each of them all assets and liabilities that each may have.

**NOW THEREFORE** in consideration of the upcoming cohabitation arrangement, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

#### **PROPERTY**

1. The Parties acknowledge that with respect to any determination of ownership of property that may occur in the event of the Parties separating, or upon the death of a Party, all property will be treated as property owned solely by either one of the Parties (the "Separate Property") unless there is proof of shared legal ownership.
2. Any Separate Property owned by a Party will be and remain property of that Party and the other Party will have no rights and interests in that property.
3. All jointly acquired or jointly held property, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property (the "Shared Property").
4. In the event of the Parties separating, or upon the death of a Party, all Shared Property will be deemed to be owned equally and each Party will be entitled to fifty percent (50%) of the net equity of the property, regardless of the initial or ongoing proportion of each Party's investment, unless the Parties have agreed otherwise in writing.

5. Nothing in this Agreement will prevent or invalidate any gift, or transfer for value, from one Party to the other of present or future property provided such gift or transfer is evidenced in writing signed by both Parties.
6. Unless a Party can reasonably show that he or she solely owns a piece of property, where either Party commingles jointly owned property with Separate Property, any commingled property will be presumed to be Shared Property.

## **DEBTS**

7. The Parties acknowledge that with respect to any determination of responsibility of debts that may occur in the event of the Parties separating, or upon the death of a Party, all debts will be treated as separate debts owed solely by one Party (the "Separate Debts") unless there is proof of joint financial obligations.
8. Any Separate Debt owed by a Party will be and remain the debt of that Party and the other Party will have no financial obligations owing with respect to the debt.
9. All jointly acquired or jointly held debts, however and whenever acquired, will remain the debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts").
10. In the event of a separation, or upon the death of a Party, all Shared Debt will be deemed to be owed equally and each Party will be financially responsible for 50% of any jointly acquired or jointly held debt, regardless of the initial or ongoing proportion of each Party's borrowed amount, unless the Parties have agreed otherwise in writing.

## **SUPPORT**

11. The Parties agree that the investment of time or labor with respect to personal service in the property of the other, or otherwise, will be deemed to have been made gratuitously, and without expectation or right of compensation unless agreed to the contrary in writing.
12. It is the intention of the Parties to forever release each other from any alimony or support obligations now and in the future no matter how their circumstances may change. They will not apply now or in the future under any Federal or State legislation for support. They each waive any

rights they may have to proceed against the other under any law or statute for payments of alimony or support and rely upon the law of contract to govern in respect of this issue.

13. The Parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either Party the right to seek support under any legislation, Federal or State. It is understood by each Party that this Agreement represents a final disposition of all maintenance and support issues between them.

### **ESTATES AND TESTAMENTARY DISPOSITION**

14. Except as provided herein, the Parties acknowledge that each has the absolute right to dispose of his or her estate by will without leaving any portion to the other, or to the heirs, executors, administrators, or assigns of the other.
15. The Parties waive and release the other from any and all rights of every kind, nature, and description that each may acquire as spouse or surviving spouse in the property, assets, or estate of the other.
16. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.

### **SEVERABILITY**

17. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

### **INTENTION OF THE PARTIES**

18. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

### **DUTY OF GOOD FAITH**

19. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

### **FURTHER DOCUMENTATION**

20. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

### **TITLE/HEADINGS**

21. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

### **ENUREMENT**

22. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.

### **GOVERNING LAW**

23. The laws of the State of Alabama will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

### **TERMINATION OR AMENDMENT**

24. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

**IN WITNESS WHEREOF** the Parties have hereunto set their hands and seals on the 12 December 2016.

### **SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**

The State of Alabama )

)

County of \_\_\_\_\_ )

I \_\_\_\_\_, do hereby certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged that he/she executed  
the Cohabitation Agreement voluntarily on the day the same bears date.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**

The State of Alabama )

)

County of \_\_\_\_\_ )

I \_\_\_\_\_, do hereby certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged that he/she executed  
the Cohabitation Agreement voluntarily on the day the same bears date.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_



**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

**THE STATE OF ALABAMA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in the State of Alabama, Attorney, **DO  
HEREBY CERTIFY:**

**THAT** I was this day consulted in my professional capacity by \_\_\_\_\_, named in the  
within instrument, being a Cohabitation Agreement, separate and apart from \_\_\_\_\_, as  
to his legal rights and liabilities under the terms and conditions of it, and that I acted solely for him, and  
explained fully to him the nature and effect of the said Cohabitation Agreement and he did execute it in  
my presence, and did acknowledge and declare that he was executing it of his own volition and without  
any fear, threats, compulsion or influence from \_\_\_\_\_, or any other person.

**DATED** at the City of \_\_\_\_\_, in the State of Alabama this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ATTORNEY

Print Name: \_\_\_\_\_

I, \_\_\_\_\_, the person named in the annexed Agreement, hereby acknowledges the  
foregoing this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

**THE STATE OF ALABAMA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in the State of Alabama, Attorney, **DO  
HEREBY CERTIFY:**

**THAT** I was this day consulted in my professional capacity by \_\_\_\_\_, named in the  
within instrument, being a Cohabitation Agreement, separate and apart from \_\_\_\_\_, as  
to her legal rights and liabilities under the terms and conditions of it, and that I acted solely for her, and  
explained fully to her the nature and effect of the said Cohabitation Agreement and she did execute it in  
my presence, and did acknowledge and declare that she was executing it of her own volition and without  
any fear, threats, compulsion or influence from \_\_\_\_\_, or any other person.

**DATED** at the City of \_\_\_\_\_, in the State of Alabama this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ATTORNEY

Print Name: \_\_\_\_\_

I, \_\_\_\_\_, the person named in the annexed Agreement, hereby acknowledges the  
foregoing this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_