

## COHABITATION AGREEMENT

### 1. Parties:

- 1.1 The cohabitation agreement ("agreement") is entered into between:
- 1.1.1 \_\_\_\_\_ "the first party" (insert the name and identity number of the first party); and
- 1.1.2 \_\_\_\_\_ "the second party" (insert the name and identity number of the second party).
- 1.2. The parties are residing with each other at \_\_\_\_\_ (insert the home address).

### 2. Preamble:

- 2.1 The parties are living together as husband and wife at the address specified above and intend to continue living together under the arrangements specified below.
- 2.2 The parties acknowledge that they enter into this agreement voluntarily, without any duress or undue influence.
- 2.3 This is the complete agreement between the parties and supersedes all prior agreements between the parties, written or oral. Any amendment and/or alterations to this agreement must be reduced in writing and signed by both parties.

### 3. The parties agree as follows:

- 3.1 Marital status  
The cohabitation of the parties shall in no way render the parties married by any operation of law. Each party shall retain his/her respective name and surname as printed and signed in this agreement.
- 3.2 Good faith  
The parties agree to continue to live together in the utmost of good faith, openness and honesty towards each other, to the exclusion of any third person.
- 3.3 Property
- 3.3.1 Disclosure of the current financial status of the parties  
Each party fully and completely discloses to the other party his/her current financial status including all assets and liabilities, as attached as Annexure "A".
- 3.3.2 Division of living expenses
- Necessary and joint living expenses shall be apportioned between the parties as follows: the first party shall contribute \_\_\_\_\_ % per month (insert percentage) and the second party shall contribute \_\_\_\_\_ % per month (insert percentage). The parties shall deposit these contributions into a joint bank account, opened at a bank of their choice.
  - No party may dispose of the joint property, effect payment/s or make purchase/s without the written consent of the other party.
  - Any property jointly purchased from the joint account shall be the joint property of the parties, the ownership reflected according to the percentages stated above.
- 3.3.3 Separate property
- The parties shall keep the following property separate, regardless of whether it was acquired before or after the conclusion of this agreement:

individual earnings, salary or commission; individual gifts, donations or inheritances; and all movable or immovable property acquired.

- The separate property shall not be shared at the termination of this agreement.

3.3.4 Division of property upon termination

- Upon termination of this agreement, the jointly owned property must be divided among the parties according to the percentage of contribution in clause 3.3.2, after the joint debt has been settled.
- The jointly owned property can be sold and converted into cash for easier distribution.
- If there is a dispute regarding the division of the joint property, the parties may appoint an independent third party to act as a mediator, refer the dispute to a court, or follow other remedies available in law.

3.4 Maintenance and minor children

- No maintenance obligation exists between the parties and the parties waive the right to maintenance in respect of themselves upon termination of this agreement.
- In respect of the minor children, a separate parenting plan may be entered into to exercise their parental responsibilities and rights in terms of the Children’s Act 38 of 2005, during the existence of this agreement or upon its termination.

3.5 Other provisions to be regulated:

The parties agree to include these additional terms:

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(insert additional terms above)

3.6 Duration and termination of the agreement

- This agreement shall commence at the date of signature and shall remain in effect until termination.
- Termination of this agreement will be effected by a calendar months’ notice at any time by either party, or upon the death of either party.

**4. Signatories**

Done and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the witnesses:

\_\_\_\_\_

Witness

\_\_\_\_\_

First party

\_\_\_\_\_

Witness

\_\_\_\_\_

Second Part

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