

**KNOW YOUR RIGHTS.
THEY ARE IMPORTANT.
PERIOD.**

The information contained in this brochure is meant to be a brief overview of Property Settlement Agreements and related documents that are available to non-married cohabitating couples.

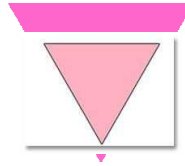
For more a comprehensive discussion of Property Settlement Agreements and how such an Agreement might apply to your individual situation, you should consult with a licensed attorney.

Attorney Irene C. Olszewski has drafted Property Settlement Agreements for lesbian and gay couples across the State of Connecticut. If this law firm can be of service, please do not hesitate to contact us to schedule a consultation.

The Law Offices of Irene C. Olszewski, LLC has been proudly serving the lesbian and gay community since 2002.

The information presented here is not a substitute for professional legal advice and is not intended to form an attorney/client relationship.

**Proudly Serving the
Lesbian & Gay Community**



“Client-Focused Legal Solutions”

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**PROPERTY
SETTLEMENT
AGREEMENTS
FOR
SAME-SEX COUPLES**



**IN CONNECTICUT
AN OVERVIEW**

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If you and your partner choose not to enter into marriage, you may still execute a valid Property Settlement Agreement, Relationship Agreement or contract that will clearly detail specific important terms in the event that your relationship terminates. Similar to a Prenuptial Agreement, such a document is a contractual agreement that allows committed same-gender couples to decide how important issues (such as the division of real property) will be handled in the event of a break-up.

In *Boland v. Catalano*, 202 Conn. 333, 339, 521 A.2d142 (1987), the Court held that, "cohabitation alone does not create any contractual relationship, or unlike marriage, impose any other legal duties upon the parties."

However, for many committed same-sex couples, their financial lives are co-mingled, they jointly hold title to real property, automobiles, recreational vehicles, and the like. Many couples have spent decades together in a committed relationship without the option of entering into legally valid marriage or Civil Union.

Just as marriages and Civil Unions sometimes end in divorce, committed same-gender couples without a formal legal relationship may find themselves splitting up, even after many years together.

Although same-sex marriages have become a reality in Connecticut, not all couples will (or should) choose this legal option. For that reason, it is often prudent to prepare in advance for such difficult situations, so that decisions can be made while the parties are thinking rationally and without the interference of hurtful or devastating emotions.

A Property Settlement Agreement can address such important issues as distribution of the proceeds of the sale of the couple's jointly owned residence upon dissolution of the relationship. Or perhaps they couple will designate in advance which party will have first right of refusal to purchase the other partner's share in lieu of selling the residence on the open market.

Couples may choose to designate specific items of personal property as belonging to one party. For example, if partner A owns a collection of paintings, the Agreement may designate that upon dissolution of the relationship, the collection of paintings is considered to belong to partner A and that partner B is not entitled to any right or title in, or monetary compensation for, the collection.

Another common scenario involves money inherited by one partner prior to the start of the relationship. For example, assume that partner B inherits \$25,000 from her mother and uses it as

a down payment on the couple's jointly owned home. An Agreement might state that upon the dissolution of the couple's relationship, the home is to be sold and the first \$25,000 of the proceeds will be distributed to partner B as reimbursement for the inheritance she invested and the remaining proceeds will be divided equally.

In many cases, the issue of custody and visitation of the couple's pets will be discussed. Provisions for those issues as well as the division of financial responsibility for the pets (such as veterinarian bills and food) can be included in the Agreement.

If you solely own a home and are considering executing a Quit Claim Deed to give your partner one-half ownership of your home, you should speak with a licensed attorney prior to taking that step. The execution of A Property Settlement Agreement may be prudent prior to making that gift.

In summary, there are many issues that couples will have to consider if they find themselves dissolving a relationship. Rather than incur costly legal battles at the time of the dissolution, it is better to plan for the distribution of your property in advance. Think of it as an insurance policy of sorts. A licensed attorney will be able to discuss the specifics of these types of agreements and will be able to draft them appropriately.

