

Sample Cohabitation Agreement

Written by Louwrens Koen

Friday, 18 May 2012 15:47 - Last Updated Sunday, 20 May 2012 10:27

COHABITATION AGREEMENT

Between

(The 1st Party)

and

(The 2nd Party)

PREAMBLE

WHEREAS

1. The parties are currently living together in a domestic partnership and intend to continue living together in this arrangement;
2. The parties wish to define their respective proprietary rights and liabilities arising from their domestic partnership arrangement;
3. The parties each acknowledge that they enter into this agreement voluntarily, without any duress or undue influence, and that each has had the opportunity to consult with an attorney of his/her choice;

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his/her ability.

4. **Division of Living Expenses**

Necessary and jointly approved living expenses shall be divided between the parties as below:

4.1 The 1st Party shall contribute _____ percent (____%) per month;

4.2 The 2nd Party shall contribute _____ percent (____%) per month.

The parties shall contribute their monthly pro rata contributions into the joint savings/current account of the parties. Any property purchased using funds in this account shall be considered to be the joint property of the parties and owned according to the respective party's percentage of contribution as stated above. Either party may draw upon this checking account.

5. **Separate Property**

The following properties shall be kept by the parties as the separate property of the recipient and the said properties shall not be subject to division at the termination of this Agreement:

5.1 All and any property, real or personal, owned by a specific party at the date of execution of this Agreement;

5.2 Individual gifts, bequests or inheritances acquired before or after the execution of this Agreement;

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5.3 Individual earnings, salary or wages acquired before or after the execution of this Agreement;

5.4 All income or proceeds derived from the aforementioned properties.

6. Commingling of Property

All commingled property shall be presumed to be joint property of the parties unless otherwise agreed.

7. Joint Property

All property acquired by the parties after the date of execution of this Agreement and before the termination of this Agreement and procured jointly with joint resources and funds shall be considered joint property of the parties with each party possessing his/her aforementioned percentage of ownership.

8. Division of Property upon Termination

Upon termination of this Agreement or termination of the joint residency, all jointly owned property shall be divided among the parties according to their pro rata share listed above. If the parties are unable to agree on the appropriate division of joint property, they may appoint an independent and mutually agreed upon Third-party to act as Appraiser. The Appraiser shall divide the property among the parties according to his/her pro rata share.

9. Duty of Good Faith and Confidentiality

9.1 This Agreement creates a fiduciary relationship between the parties in which each party

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agrees to act with the utmost of good faith and fair dealing toward the other in the management of their joint property and in all other aspects of this Agreement.

9.2 Without obtaining a parties' written consent in advance, a party shall not directly or indirectly publish, or cause to be published, any diary, memoir, letter, story, photograph, interview, article, essay, account, or description or depiction of any kind whatsoever, whether fictionalised or not, concerning the relationship or any other aspect of a parties' personal, business or financial affairs, or assist or provide information to others in connection with the publication or dissemination of any such material or excerpts thereof.

10. Legal Names of Parties

Each party shall retain his/her legal name, including surname, as printed and signed in this Agreement.

11. Duration of Agreement

This Agreement shall become effective at the date of execution and shall remain in effect until termination. Termination shall be effected by written notice by either party, cessation of the joint residency by either party or death of either party. Either party may terminate this Agreement unilaterally at any time.

12. Death of Party

Upon the death of either party, the surviving party waives all rights to support by the deceased party.

