

COHABITATION AGREEMENT

Location: _____ Effective Date: _____

Parties:

This Cohabitation Agreement (the “Agreement”) is entered into by and between:

Name of Party 1: _____

Name of Party 2: _____

Recitals:

WHEREAS, the Parties have chosen to live together in a committed relationship without formalizing their relationship through marriage; and WHEREAS, the Parties desire to establish their respective rights and responsibilities regarding their relationship, property, and obligations; NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to define the rights and obligations of the Parties during their cohabitation and in the event of separation or death.

2. Cohabitation

The Parties agree to live together as domestic partners in a mutually supportive relationship.

3. Separate Property

Each Party shall retain sole ownership and control of all property owned by them prior to the commencement of cohabitation and any property acquired individually by gift, inheritance, or separate funds during the cohabitation.

4. Joint Property

Property acquired jointly by the Parties during cohabitation shall be owned equally unless otherwise agreed in writing.

5. Financial Responsibilities

Each Party agrees to contribute to household expenses, bills, and other joint financial obligations as mutually agreed.

6. Debts

Each Party shall be responsible for debts incurred in their own name prior to and during cohabitation unless agreed otherwise.

7. Personal Property

Personal belongings brought into the cohabitation by each Party shall remain the separate property of that Party.

8. Support

Except as otherwise provided herein, neither Party shall have an obligation to support the other financially beyond the extent of shared living expenses.

9. Termination

This Agreement shall terminate upon separation, marriage, or death of either Party.

10. Division of Property Upon Separation

Upon separation, joint property shall be divided equally unless otherwise agreed. Separate property shall be retained by the Party owning it.

11. Dispute Resolution

The Parties agree to attempt mediation prior to initiating any legal action to resolve disputes arising out of this Agreement.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. Entire Agreement

This Agreement contains the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior agreements.

14. Amendments

Any amendments to this Agreement must be in writing and signed by both Parties to be effective.

15. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. No Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other.

17. Representation

Each Party acknowledges that they have had the opportunity to seek independent legal counsel before signing this Agreement.

18. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

19. Confidentiality

The terms of this Agreement shall be kept confidential except as required by law or agreed by the Parties.

20. Signatures

By signing below, the Parties acknowledge that they have read, understood, and voluntarily accept the terms of this Agreement.

PARTY 1 SIGNATURE

PARTY 2 SIGNATURE

Signature: _____

Signature: _____

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