Cohabitation Agreement

1. Parties, effective date and shared residence

1.1 Parties. This Cohabitation Agreement (the "**Agreement**") is between **[Party A full legal name: _____]**, of [Party A address: _____] ("**Party A**"), and **[Party B full legal name: _____]**, of [Party B address: _____] ("**Party B**"). Each is a "**Party**" and together they are the "**Parties**".

1.2 Effective Date. This Agreement takes effect on [Effective date: _____], or on the date the second Party signs it if that is later (the "**Effective Date**"). It does not take effect until both Parties have signed it.

1.3 Start of cohabitation and residence. The Parties began, or plan to begin, living together on [Date cohabitation starts: _____] (the "**Start Date**"). Their shared residence is [Shared home address: _____]. It is held as follows: [How the home is held: _____].

1.4 Earlier period. If the Start Date is before the Effective Date, this Agreement also applies to rights and claims between the Parties that arose from the Start Date, to the extent the law allows. It does not change a right of any third person.

1.5 Capacity. Each Party states that the Party is at least 18 years old and of full age under the law of the Governing State, has legal capacity to contract, and is not under a guardianship or an order that prevents the Party from signing.

2. Background and purpose

2.1 The Parties live together, or plan to, and are not married to each other.

2.2 Each Party has or may acquire property, income and debts. The Parties want to state now who owns what, who pays what, and what happens if they separate or one of them dies.

2.3 They want their rights to come from this written Agreement and from signed title or account documents. They do not want those rights to be inferred from conduct, from shared bills or from the length of time they live together.

2.4 These statements explain the purpose of this Agreement and help in reading it.

3. Definitions

3.1 Defined terms. In this Agreement:

(a) "**Cohabitation Period**" means the period from the Start Date to the Separation Date, the death of a Party or the Marriage of the Parties, whichever comes first.

(b) "**Contribution Record**" means a dated written record of a payment or transfer that identifies the Party who made it, the amount and the purpose, and that either both Parties signed or is supported by a bank record, invoice or closing statement.

(c) "**Debt**" means any loan, card balance, tax, judgment, guarantee or other obligation to pay money.

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(d) "**Governing State**" means [Governing state: _____].

(e) "**Home**" means the residence stated in Section 1.3 and any later residence the Parties share as their main home.

(f) "**Household Expenses**" means the shared costs listed in Schedule E.

(g) "**Joint Property**" means property described in Section 10.

(h) "**Marriage**" means a ceremonial marriage, and any other status the Parties knowingly enter that the applicable state law treats as marriage or as carrying the rights of spouses, such as a registered domestic partnership or civil union.

(i) "**Real Property Records**" means the recorded deed and other recorded instruments that show title to land.

(j) "**Separate Property**" means property described in Section 8.

(k) "**Separation Date**" means the date fixed under Section 28.1.

(l) "**Signed Writing**" means a document that both Parties sign and date and that refers to this Agreement or to the property it concerns.

3.2 Interpretation. Headings are for reference only. "Including" means "including without limitation". "Property" covers real and personal property, tangible and intangible, wherever located. References to Sections and Schedules are to those of this Agreement. The Schedules are part of it.

3.3 Counting days. Days are calendar days. If a deadline falls on a Saturday, a Sunday or a legal holiday in the Governing State, it moves to the next day that is none of these.

4. Consideration and no consideration of sexual relations

4.1 Exchange of promises. The consideration for this Agreement is the Parties' mutual promises about property, expenses, debts, disclosure and releases. Each Party accepts these promises as sufficient consideration.

4.2 No sexual consideration. No promise in this Agreement is made in exchange for sexual relations. No right, payment or share of property depends on sexual relations, on their continuation or on their absence.

4.3 Independent economic terms. Each promise about money or property is intended to stand on its own economic consideration. The Parties intend the terms on ownership, contributions, loans, leases and shared costs to be enforceable as dealings between two individuals, and not as incidents of a marriage or of a status like marriage.

4.4 Compliance with local rules. A term applies only to the extent the law that governs it allows. If that law allows enforcement of a property or financial term only after the relationship ends, neither Party will seek to enforce that term in court before then. Both Parties may still seek urgent relief that the law permits.

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5. Not a marriage

5.1 Not a marriage. The Parties are not married to each other. By signing this Agreement, living together or sharing a household, they do not agree to be married now and do not intend to enter a common-law or informal marriage in any state.

5.2 Conduct. Neither Party will represent to others that the Parties are married. Neither will sign a tax return, lease, loan, insurance, benefit or other record stating that the Parties are spouses, unless they are in fact legally married. An isolated error by a third person does not show an intention to marry.

5.3 No registered status. The Parties are not registered domestic partners or parties to a civil union with each other. If they register a status later, Section 31 applies.

5.4 Later change of intention. A change from unmarried to married requires a legally valid Marriage. If a court nevertheless finds that the Parties are married, this Agreement is evidence of their intentions and applies to the extent the law allows.

5.5 No partnership or agency. Living together does not make the Parties business partners, joint venturers, employer and employee, or agents of each other. Neither may bind the other without written authority.

6. Financial disclosure

6.1 Full disclosure. Each Party has given the other a fair and reasonably complete written disclosure of the Party's property, Debts and income. Party A's disclosure is Schedule A. Party B's disclosure is Schedule B. Estimated values are marked as estimates and are current as of [Disclosure date: _____].

6.2 Statements. Each Party states that the Party's Schedule is true and complete in all material respects, that no material asset, Debt, pending claim or support order has been left out on purpose, and that the Party has had time to read the other's Schedule and to ask for records.

6.3 Change before signing. A Party who learns of a material change before both Parties sign will correct the Schedule at once and initial and date the change.

6.4 Errors. An unintentional omission or a reasonable error of value does not end this Agreement. The omitted asset or Debt is treated as the Party's own if it meets Section 8 or Section 16. A knowing and material omission gives the other Party the remedies the law provides, despite Section 30.

6.5 Confidentiality of schedules. Each Party will keep the other's financial information private under Section 34.

7. Independent legal advice and voluntary signing

7.1 Independent advice. Each Party has the right to advice from an attorney of that Party's own choice before signing. Party A's attorney: [Party A attorney or none: _____]. Party B's attorney: [Party B attorney or none: _____]. If a Party has written that no attorney was used, that Party states that the Party had a reasonable chance to obtain independent advice and chose not to.

7.2 One attorney, one client. An attorney who prepared this Agreement for one Party did not act for the other. Neither Party relies on the other Party's attorney for advice.

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7.3 Time and understanding. Each Party received the final text, with Schedules A and B, on [Date final draft received: _____]. Each has read it, understands it and had enough time to consider it.

7.4 Voluntary signing. Each Party signs freely, without threats, coercion or undue pressure. Neither Party has been told that housing, a child, immigration status or safety will be put at risk if the Party does not sign.

7.5 Construction. Both Parties had a chance to negotiate. No term is read against a Party because that Party drafted it.

8. Separate property

8.1 What is separate. Each Party's Separate Property is:

(a) property listed as that Party's own in Schedule A or Schedule B;

(b) property the Party alone owned before the Start Date;

(c) property the Party receives at any time by inheritance, or by gift from a person other than the other Party;

(d) property bought during the Cohabitation Period with that Party's own funds and titled or recorded in that Party's sole name;

(e) the Party's earnings and other income under Section 9;

(f) damages or benefits paid for the Party's own injury, disability or loss; and

(g) income from, growth in, sale proceeds of and replacements for any of these.

8.2 Control. The owner may use, sell, give away, mortgage or leave Separate Property by will without the other Party's consent, subject to Sections 11 to 13 for the Home and to any rights of third persons.

8.3 Use or upkeep by the other Party. Use of Separate Property for the household does not change who owns it. The other Party gains no interest by paying for it, repairing it, managing it or working on it, unless a Signed Writing says so or Section 12 gives a reimbursement.

8.4 Mixed funds. Separate Property that is mixed with other funds stays separate while its share can be reasonably traced by records. If it cannot be traced, the mixed fund is shared in proportion to each Party's proved contributions. If no contributions can be proved, it is shared equally.

8.5 Debts of separate property. The owner pays the taxes, insurance, loans and upkeep of Separate Property, except as Schedule E or Section 12 provides.

9. Income and earnings during cohabitation

9.1 Own earnings. Wages, bonuses, commissions, professional fees, equity awards, royalties, rents and other income belong to the Party who earns or receives them. This is so whether the income is earned before, during or after the Cohabitation Period.

9.2 Savings. Money saved from a Party's income stays that Party's Separate Property unless it is put into Joint Property or a joint account.

9.3 No claim from living together. Living together, paying shared bills or supporting the other's work

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does not give either Party a claim to the other's income. The only claims are those this Agreement or another Signed Writing states.

9.4 Temporary support during cohabitation. A Party who pays more than that Party's share of Household Expenses does so as provided in Section 14.5. Payments do not create a duty to keep paying.

10. Joint property and contribution records

10.1 What is joint. Property is Joint Property only if:

(a) it is titled, registered or recorded in both names;

(b) it is listed in Schedule C; or

(c) a Signed Writing states that it is jointly owned.

10.2 Shares. Joint Property is owned in the shares stated in its title document. If the title states no shares, the shares in Schedule C or the Signed Writing apply. If neither states shares, each Party owns a share in proportion to that Party's proved contribution to the price. If contributions cannot be proved, the shares are equal. This Section does not override Section 13 for a jointly owned Home or Section 15 for a joint account.

10.3 Records. The Parties will keep Contribution Records for any item that cost more than $[Record amount in dollars: _____], for the purchase of any real estate and for each principal payment or improvement to it. They will keep the records as long as they own the item and for at least 7 years after a sale. The records may also be needed for tax purposes.

10.4 No joint property by conduct. Property does not become joint because it is used together, because one Party paid a bill, or because the Parties called it "ours".

10.5 Consent. Neither Party will sell, give away or pledge Joint Property worth more than $[Joint property consent amount in dollars: _____] without the other's written consent. A Party may deal with perishable or low-value items in the normal course of the household.

10.6 Update. The Parties will review Schedule C when they buy an item over the amount in Section 10.3. A change to Schedule C takes effect when both sign and date it.

11. The home: rented

11.1 When this Section applies. This Section applies while the Parties rent the Home from a third person. Both Parties will follow the lease. If the lease and this Agreement conflict, the lease controls as to the landlord, and this Agreement controls between the Parties.

11.2 Named tenants. The tenants named in the lease are [Tenants named in the lease: _____]. If only one Party is named, that Party will obtain any landlord consent needed for the other to live there.

11.3 Rent and deposit. Rent and utilities are shared under Schedule E. The security deposit was paid as follows: [Who paid the deposit: _____]. Any refund belongs to the Parties in those shares, after each bears the deductions that Party caused and shares the other deductions as rent is shared.

11.4 Liability to the landlord. If both signed the lease, each remains liable to the landlord as the lease

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and law provide, even after moving out. A Party who pays more than that Party's agreed share may recover the excess from the other.

11.5 Keeping the lease after separation. The right to keep the lease, as between the Parties, goes first to [Party with first choice of the lease: _____]. That Party has [Days to choose the lease: _____] days after the Separation Date to choose. If the first Party declines, the other may choose within 7 days.

11.6 Transfer. The Party who keeps the lease will ask the landlord to release the other, will pay rent due after the other's move-out date and will indemnify the other for it. The Party who leaves pays the agreed share up to that date. If the landlord will not release that Party, the Parties will end the lease at the earliest lawful date, unless they agree on security in a Signed Writing.

11.7 If neither stays. The Parties will give lawful notice, leave the unit in the condition the lease requires and share unavoidable costs in the Schedule E rent shares.

12. The home: owned by one party

12.1 When this Section applies. This Section applies while one Party alone owns the Home (the "**Owner** ") and the other lives there (the "**Occupant**"). The Owner is [Owner of the home: _____].

12.2 Title. The Home is the Owner's Separate Property. The Occupant gets no title, lien or share in growth of value by living there, paying Schedule E amounts, or doing work on the Home. A transfer of an interest in land needs a signed deed or other instrument that meets the law of the place where the land lies.

12.3 Occupancy payment. The Occupant will pay $[Monthly occupancy payment in dollars: _____] per month toward the costs of living in the Home, due on day [Payment day of month: _____] of each month. This is a contribution to the household and not payment for a share of the Home. If the payment or the occupancy creates a tenancy or other right under local law, those protections apply.

12.4 Reimbursed contributions. If the Occupant pays for a capital improvement, principal payment or other cost beyond Schedule E, the Occupant is repaid only if the Parties listed it in Schedule D or in a Signed Writing before or when it was paid. The following treatment applies: [Occupant contribution choice: _____]. If the choice is no repayment, that payment is treated as a gift to the household.

12.5 Amount and time of repayment. A repayable contribution is repaid without interest and without a share of growth in value, unless Schedule D says otherwise. The Owner pays it within [Days to repay contributions: _____] days after the Separation Date, or on the sale of the Home if that is earlier.

12.6 Owner's duties. The Owner keeps the Home insured and pays its mortgage and taxes. The Occupant will not place a lien on the Home. The Owner will tell the Occupant promptly of a foreclosure notice, a sale or a loan default that may affect the occupancy.

12.7 Adding the Occupant to title. If the Owner adds the Occupant to the deed, the transfer may have gift tax, property tax, title insurance and lender consequences. The Parties will check these first and will sign a Signed Writing that states the shares and any credits. Section 13 then applies.

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12.8 End of occupancy. Section 28 states the time the Occupant has to move out. Neither Party may use a lockout, utility cut-off or removal of belongings.

13. The home: owned together

13.1 When this Section applies. This Section applies while both Parties own the Home. The title is held as [Form of title: _____], with these ownership shares: [Ownership shares: _____].

13.2 Form of title. The Parties understand that the deed decides legal title and any right of survivorship. A change of title form requires a new deed. If the deed and this Agreement differ, the Parties will sign any deed needed to carry out this Agreement, but a survivorship right in a deed applies at death until the deed is validly changed.

13.3 Purchase contributions. The down payment, closing costs and other amounts each Party paid are stated in Schedule D. Each Party is credited on separation as Schedule D provides. A contribution that is not listed, or proved by a Contribution Record, earns no credit.

13.4 Mortgage and costs. The Parties share the mortgage, taxes, insurance, assessments and upkeep in these shares: [Home cost shares: _____]. If both signed the note, each stays fully liable to the lender. A Party who pays more than the agreed share to prevent default may recover the excess, and it is a first credit at sale.

13.5 Improvements. Neither Party will spend more than $[Improvement consent limit in dollars: _____] of joint funds or incur a lien on the Home without the other's written consent, except for emergency repairs.

13.6 No unilateral transfer or loan. Neither Party will sell, give, encumber or lease an interest in the Home without the other's written consent.

13.7 Agreed exit instead of partition. The Parties know that a co-owner may have a right to ask a court to divide or sell the property. To the extent the law allows, each agrees first to complete the buyout and sale steps in Section 29 before asking a court for partition. This limit does not apply if the other Party does not follow those steps, if a protective order or safety reason makes them impossible, or if urgent relief is needed to protect title.

13.8 Order of net proceeds. On a sale after separation, the proceeds are paid in this order: the mortgage and other liens; sale costs; unpaid taxes and assessments; amounts one Party overpaid under Section 13.4; the contribution credits in Schedule D; and the balance in the ownership shares. If the proceeds do not cover the credits, the credits are paid in proportion. Any shortfall owed to a lender is shared in the Section 13.4 shares.

14. Household expenses

14.1 Shared costs. The Parties share the Household Expenses listed in Schedule E in the percentages or amounts stated there.

14.2 How paid. Each Party pays by [Payment method: _____] by day [Expense day of month: _____] of each month. A Party who pays a shared bill sends the other a copy or a monthly summary.

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14.3 Change of circumstances. If a Party's income falls by more than [Income drop percent: _____] percent, for example because of job loss, illness or parental leave, that Party may ask to review the shares. The Parties will meet within 14 days. A change takes effect by a Signed Writing. Until then, the current shares continue, so far as the Party can pay.

14.4 Personal expenses. Each Party pays that Party's own clothing, personal care, education, vehicle, phone, hobbies, memberships, travel and personal insurance, unless Schedule E lists the item as shared.

14.5 Extra payments. A payment above a Party's share of Household Expenses is a gift to the household. It is not a loan unless the Parties sign a Signed Writing that says so and states the repayment term.

14.6 Settlement at separation. Household Expenses are settled to the Separation Date, and for any later period during which both live in the Home. Within 30 days after the end of that period, each Party sends any unpaid shared bills and pays the balance owed.

15. Bank accounts and cards

15.1 Own accounts. Each Party keeps that Party's own accounts and cards. The other has no right to use, see or withdraw from them without permission.

15.2 Joint account. The Parties may keep a joint account for Household Expenses. It is identified as: [Joint household account: _____]. Each deposits the amount in Schedule E and may withdraw only for shared expenses, unless both agree otherwise.

15.3 Ownership between the Parties. Between the Parties, the balance of a joint account belongs to them in proportion to their net deposits. If deposits cannot be shown, it belongs to them equally. The bank may pay either account holder under the account agreement.

15.4 Survivorship and tax. A survivorship feature on an account is controlled by the account documents. Withdrawals for a Party's own benefit of money the other deposited may have gift tax effects. Each Party will keep statements.

15.5 Authorized users. A Party may add the other as an authorized user of a card. The card owner pays the card issuer. The user repays the card owner for personal purchases within 15 days after the statement.

15.6 On separation. Each Party will stop using joint accounts and shared cards except for agreed final bills, remove authorized users within 10 days and divide the balance under Section 15.3. No Party will empty a joint account.

16. Debts and credit

16.1 Separate debts. Each Party pays the Debts that Party had before the Start Date, the Debts listed in that Party's Schedule and the Debts that Party alone incurs. Each will indemnify the other against loss, including reasonable attorney fees, from that Party's separate Debts.

16.2 Joint debts. A Debt is joint only if both Parties sign for it or a Signed Writing makes it joint. Joint Debts are paid in the shares in Schedule C. If Schedule C states no share, they are paid equally.

16.3 Effect on lenders. This Agreement binds only the Parties. A creditor may still collect from any person who signed for a Debt. Paying under this Agreement does not release a Party from a lender's

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claim.

16.4 No guarantee. Neither Party guarantees the other's Debts, and no oral promise to pay or guarantee one is binding. A guarantee must be in a separate document signed by the Party who gives it.

16.5 Own credit. Neither Party will open an account, sign or charge in the other's name. Each may apply for credit on that Party's own record.

16.6 On separation. The Parties will close or refinance joint Debts within [Days to refinance debt: _____] days after the Separation Date where the lender allows. Until then, each pays that Party's share on time and gives the other proof on request.

17. Gifts, loans and engagement gifts

17.1 Gifts between the Parties. A completed gift between the Parties belongs to the person who received it. A gift worth more than $[Large gift amount in dollars: _____], or a gift of real estate, a vehicle, an account or a business interest, is completed only by delivery and a dated written statement, or by title transferred as the law requires. Ordinary gifts need no writing.

17.2 Gifts by others. A gift to both Parties belongs to them equally unless the giver says otherwise. A gift to one belongs to that Party.

17.3 Loans. Money passed between the Parties is a loan only if a signed note states the amount, the repayment date and any interest. A note signed before this Agreement stays in effect and is listed here: [Existing notes between the Parties: _____].

17.4 Engagement gifts. An engagement ring or other gift that a Party gives because the Parties agree to marry is returned to the giver if the marriage does not take place, regardless of who ends the engagement, if this choice is made: [Engagement gift choice: _____]. If no valid choice is made, the law of the Governing State applies.

17.5 Tax reporting. The giver is responsible for any gift tax return and tax due on that Party's gifts.

18. Vehicles, household goods and pets

18.1 Vehicles. A vehicle belongs to the Party or Parties shown on its title and registration. The owner pays its loan, insurance, registration and repairs. Other agreed terms for a shared vehicle: [Shared vehicle terms: _____].

18.2 Household goods. Furniture, appliances and other goods belong to the Party who brought or bought them, as shown by receipts or Schedule A, B or C. Goods bought with joint funds are Joint Property.

18.3 Goods of unknown ownership. If ownership cannot be shown, the Parties divide the goods in turns. A coin toss decides who chooses first, and the Parties then alternate. If a large item cannot be agreed on, the Parties sell it and share the price equally.

18.4 Pets. Pets are listed here with their owner: [Pets and owners: _____]. Each owner pays the pet's costs unless Schedule E shares them. On separation a pet goes to its listed owner. If it is listed as joint, the Parties will agree on its home with the pet's welfare and its main daily carer in mind, and will use Section 35 if they cannot agree. A court applies the law of its state.

18.5 Personal papers and devices. Each Party keeps that Party's own identity papers, devices,

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passwords, keepsakes and family items. Neither will access, alter or withhold them.

19. Business interests and services to a business

19.1 Ownership. A business interest, professional practice, invention, copyright or other intellectual property belongs to the Party who holds it, as Separate Property. Growth in its value during the Cohabitation Period belongs to that Party.

19.2 Help and work. Unpaid help, advice, contacts or social support does not create ownership of the business or a right to pay. A Party who works in the other's business as an employee or contractor will have a separate written agreement and will be paid as law requires. This Agreement does not waive wages or protections that cannot be waived.

19.3 Money put in. Money a Party gives to the other's business is a gift, loan or investment only as a Signed Writing states. If nothing states the purpose, it is treated as a gift up to $[Business gift cap in dollars: _____], and any greater amount is treated as an interest-free loan due 12 months after a written request.

19.4 Business owned together. A business the Parties own together needs its own written partnership, shareholder or operating agreement. That agreement controls the business.

19.5 Business records. Each Party will keep the other's business and client information confidential and return records on separation.

20. Personal services and career contributions

20.1 Household services. Cooking, cleaning, child care, home maintenance, caregiving, companionship and similar help are given without expectation of payment, unless a Signed Writing sets a payment that is lawful and separate from any sexual relations.

20.2 No implied claim. To the extent the law allows, neither Party will claim payment, ownership or support on a theory of implied contract, tacit understanding, unjust enrichment, the reasonable value of services, constructive trust or similar equity, because of household or career help.

20.3 Career and education support. If a Party gives up work, moves, pays tuition or supports the other's training, any agreed compensation must be in a Signed Writing made at the time or in this field: [Career support terms: _____]. If the field states that no compensation is agreed, no claim arises from that support under this Agreement.

20.4 Exceptions. This Section does not affect a child's rights, wages due for employment, a written loan, title held in both names or a claim that law does not allow the Parties to waive.

21. Insurance, retirement and benefits

21.1 Own benefits. Retirement plans, pensions, stock plans, insurance policies, Social Security rights and other benefits belong to the Party in whose name they are held.

21.2 Beneficiary designations. Each Party may name any beneficiary. A designation form controls the plan or policy. If the Parties agree that one will name the other, the agreed policies and amounts are: [Agreed beneficiary designations: _____]. The promise ends on the Separation Date unless the field says otherwise. The owner will give proof of the designation on written request.

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21.3 Plan rules. Federal and plan rules may give rights only to spouses. This Agreement does not create a spouse's rights in a plan. Neither Party relies on it as a plan consent or waiver.

21.4 Health coverage. If an employer plan covers an unmarried partner, the covered Party pays the share stated in Schedule E and understands that the employer's coverage may be taxable. Both will give the plan truthful information and promptly report the end of eligibility.

21.5 Home and liability insurance. The owner insures the Home and that owner's goods. Each Party keeps renters or homeowners coverage adequate for that Party's own property and liability, and checks that an unmarried resident is covered.

22. Taxes

22.1 Separate returns. Each Party files returns in the status the law gives an unmarried person and reports that Party's own income. The Parties will not file as spouses while unmarried.

22.2 Dependents and deductions. Any claim of a Party as a dependent, of head of household status, or of mortgage interest or property tax must follow the law and the actual payments made. Each Party keeps proof of payment.

22.3 Gift tax. The Parties understand that federal gift tax rules can apply to transfers between them and that the marital deduction is for spouses. The giver decides on reporting and pays any tax.

22.4 Transfers on separation. The Parties understand that the federal rule that avoids gain or loss on a transfer to a spouse or former spouse does not cover transfers between unmarried partners. Each pays the tax that results from that Party's sale or transfer, unless Section 29 or Schedule D divides it.

22.5 Cooperation. Each Party will give the other records reasonably needed for returns, including basis, improvement and mortgage records, for 7 years after separation.

23. Support after separation

23.1 Choice. The Parties choose one of these for the period after separation: [Support choice: _____]. The choice is option 1 (no support) or option 2 (agreed sum).

23.2 Option 1: no support. If the Parties choose option 1, then, to the extent the law allows, neither owes the other partner support, maintenance or similar payment after the Separation Date. Each waives any such claim that the law allows an unmarried person to waive.

23.3 Option 2: agreed sum. If the Parties choose option 2, [Support payer: _____] will pay [Support recipient: _____] the following, starting 30 days after the Separation Date: [Support amount and end date: _____]. The sum is for transition costs and for the promises in this Agreement. It is not payment for services of a sexual nature. Payments end on the earliest of the end date stated, the death of either Party, or the payee's marriage to anyone. They are enforceable as a contract debt.

23.4 Child support is different. This Section does not deal with child support. A child's right to support cannot be reduced by it.

23.5 Review on hardship. A Party may ask to change an agreed sum if the payer has an involuntary, lasting loss of income. Sections 33.4 and 35 apply. No change takes effect without a Signed Writing or a

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court order.

24. Children

24.1 Current children. Children of the Parties, or of one Party who lives in the Home: [Children living in the home: _____]. A Party who is not a legal parent does not become one, or take on a duty of support, because of this Agreement.

24.2 Children of both Parties. Parentage is established only as state law provides, for example by a signed and properly witnessed or notarized acknowledgment or by court order. The Parties will take those steps promptly on a birth or adoption. Both legal parents owe their child support under law.

24.3 Court controls. Custody, parenting time and child support are decided by law and by the court in the child's best interest. No term of this Agreement limits the court, waives or fixes child support or gives up a child's right. A parenting plan or support agreement needs a separate document and, where required, court approval.

24.4 Voluntary household spending. Money a Party spends on the other's child is a gift to the household. It creates no claim for repayment and no promise to continue, unless law says otherwise.

24.5 Records and contact. If the Parties separate, they will not expose a child to conflict, and will cooperate in good faith on the child's interim care until an order or agreement is made.

25. Support from a former spouse

25.1 Disclosure. Each Party has disclosed any spousal support, alimony, child support or similar order in that Party's favor or against that Party in Schedule A or B.

25.2 Possible effect of cohabitation. Living together may reduce, suspend or end support from a former spouse under that Party's order or under state law. Each Party is responsible for checking this before the Start Date and for giving any required notice to the former spouse or court.

25.3 No indemnity. If a Party loses or must repay support because of cohabitation, the other Party does not owe the loss, unless a Signed Writing says so.

25.4 Truthful reporting. Neither Party will ask the other to hide the living arrangement or make a false statement to a court, agency or former spouse. This Agreement may be disclosed if a court or law requires.

26. Illness, incapacity and health care

26.1 Temporary help. During the Cohabitation Period a Party may help the other in illness or injury. Help is voluntary. It does not create a duty to pay medical bills or to give up work.

26.2 Separate documents. This Agreement is not a health care power of attorney, living will, financial power of attorney or release of medical information. A Party who wants the other to decide, visit, receive information or pay bills will sign the proper state form and give it to the providers. Documents signed or planned: [Health documents: _____].

26.3 Records and visits. Each Party may name the other as a visitor or as a person who may receive health information, subject to federal and state rules and to the Party's own later wishes.

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26.4 Household costs during incapacity. A Party's agent, guardian or conservator may act for the Party under this Agreement within the agent's authority. The Party's Household Expenses continue from the Party's available funds, for so long as the Party or the other Party lives in the Home, unless a court directs otherwise.

26.5 Capacity to change. A Party must have capacity when signing a Signed Writing. An agent may amend this Agreement only if the power of attorney expressly permits it.

27. Death and estate plans

27.1 No automatic inheritance. Each Party understands that a surviving unmarried partner may not inherit without a will, title or beneficiary designation. Each will make the will, trust and designations that Party wants.

27.2 Not a will. This Agreement is not a will or a codicil. It makes no promise to leave property by will. The Parties have signed these separate estate documents: [Estate documents signed separately: _____]. Each Party keeps the right to change a will or trust, except as a separate valid contract provides.

27.3 Property at death. Property passes by its title, beneficiary designation, trust or will, or under state law. Separate Property of the Party who died belongs to that Party's estate. Joint Property without survivorship passes as to the share owned.

27.4 Waiver of estate claims. Except for rights under this Agreement, a title, a will, a trust or a beneficiary designation, each Party gives up, to the extent the law allows, any claim to the other's estate that rests only on their cohabitation.

27.5 Staying in the Home. If the Owner of the Home under Section 12 dies, the survivor may stay for [Days the survivor may stay: _____] days after the death, paying the usual Schedule E share, unless the will or local law gives longer. The estate continues the insurance. This is a personal and temporary permission and not a life estate. Section 13 owners hold as their deed provides. A lease continues as the lease and law provide.

27.6 Binding on estates. Debts owed and credits earned under this Agreement bind and benefit a Party's estate. A claim must be made in the time and manner the probate law requires. The survivor's costs of a funeral are paid by the survivor only if the survivor agrees in writing.

27.7 Order of events. If the Parties die in circumstances where the order is uncertain, the law of the Governing State decides.

28. Separation: notice, move-out and occupancy

28.1 Separation Date. The Separation Date is the earliest of:

(a) the date stated in a written notice of separation given by a Party under Section 37, but not before the notice is given;

(b) the date stated in a Signed Writing that the Parties have separated; and

(c) the date a Party moves out with a clear intention to end the relationship and tells the other so.

A trip, hospital stay, work assignment or short break does not itself end the Cohabitation Period. If the

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date is disputed, Section 35 applies.

28.2 Who stays. In a Home owned by one Party, the Owner stays. In a rented Home, Section 11.5 applies. In a Home owned by both, [Who may stay in the joint home: _____] may stay until the buyout or sale closes, if that choice is lawful and safe.

28.3 Move-out time. The Party who must leave has [Move-out days: _____] days after the Separation Date to move out, unless the Parties agree to another date or the law requires a longer notice. A Party who must leave may stay during that time on the same terms. A Party who refuses to leave may be removed only through a lawful process.

28.4 Access and belongings. Until move-out, both may use the Home in a reasonable manner, with respect for privacy. The leaving Party may collect belongings on at least 24 hours' notice. Belongings left for [Days to collect belongings: _____] days after move-out may be handled only as local law allows, after written notice.

28.5 Costs. Each pays the Schedule E share while living in the Home. The Party who stays in a Home that both own pays [Share of running costs for the Party who stays: _____] of its running costs after the other moves out. Mortgage, tax and insurance follow Section 13.4 until closing.

28.6 Safety exception. A Party who fears harm may leave at once, seek help from police or courts and give notice by a safe method later. A protective order, emergency order or eviction protection controls over this Agreement.

28.7 No self-help. Neither Party will change locks, remove the other's belongings, cut off services, harass, track or monitor the other.

29. Division on separation, buyout and sale

29.1 Separate and joint. On separation, each Party keeps that Party's Separate Property and Debts. Joint Property is divided in the Section 10.2 shares, the Home under this Section and Section 13, and accounts under Section 15.

29.2 Exchange of information. Within 21 days after the Separation Date each Party gives the other a list of Joint Property, joint Debts, balances and Contribution Records.

29.3 Goods and accounts. Within 45 days after the Separation Date the Parties divide goods under Section 18 and close joint accounts. They make one balancing payment for unequal values.

29.4 Buyout of a joint Home. The Party with the first right is [Party with first buyout right: _____]. That Party may give written notice of intent to buy within [Days to give buyout notice: _____] days after the Separation Date. If not, the other has the next 14 days. The price is the amount the seller would receive under Section 13.8 if the Home sold at its appraised value on the closing date. Estimated sale costs are not deducted unless the Parties agree.

29.5 Appraisal. The Parties choose one independent licensed appraiser. If they cannot agree within 10 days, each names one, and the two appraisers name a third. If they differ by 5 percent or less, the price is their average. If not, the third decides within the range of the first two. A Party who does not appoint within 10 days after written notice accepts the other's appraiser. The Parties share the cost equally.

29.6 Closing. The buying Party has [Days to close the buyout: _____] days after the price

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is set to obtain financing, pay the price and release the seller from the mortgage by refinance, assumption or payoff. The seller signs a deed and the needed forms. If the mortgage stays in the seller's name, closing does not occur without the seller's written consent.

29.7 Sale. If no buyout closes, the Parties list the Home with a licensed broker within 30 days. They set the price on the broker's written opinion. They will accept a reasonable offer at 97 percent or more of list price, and will reduce the price by 3 percent if no offer is made in 45 days. Both must cooperate with showings and sign documents. Net proceeds follow Section 13.8.

29.8 Loss or delay. If a closing is delayed by a lender, title defect or event outside the Parties' control, the dates extend for the length of the delay, up to 90 days. If a Party unreasonably blocks a sale, the other may seek a court order under Section 36.

29.9 Other joint assets. For another jointly titled asset, the Parties first try to agree on who keeps it, then use an appraisal if needed, then sell it and share the net price in the shares stated.

30. Mutual release of claims

30.1 Release. Except for the rights kept in Section 30.2, each Party releases the other and the other's estate from all claims to property, earnings, support or payment that rest on their living together, including claims of implied contract, implied partnership, unjust enrichment, value of services, constructive or resulting trust, or a right like that of a spouse, to the extent the law allows.

30.2 What is not released. The release does not cover:

(a) claims under this Agreement, a Signed Writing, a deed, a title, a note or another written contract;

(b) child support, custody, parentage or a child's rights;

(c) fraud, intentional or knowing concealment of assets, duress or undue influence;

(d) personal injury, abuse, protective orders and crimes;

(e) wages and other rights that the law does not allow a person to give up; and

(f) gifts or rights under a will, trust or beneficiary designation.

30.3 Unknown claims. Each Party understands that this release covers claims not known at signing, within Section 30.1 and subject to Section 30.2, and that state law may limit such a release.

30.4 Mutual and effective. The release binds both Parties equally, takes effect on the Effective Date, and continues after separation.

31. Marriage of the parties

31.1 Agreement ends on marriage. If the Parties marry each other or enter a status treated as Marriage, this Agreement ends on that date, unless a valid premarital or postmarital agreement says it continues.

31.2 What remains. Title to property, completed gifts, signed notes and rights that accrued before the Marriage remain, subject to the law that applies to spouses. This Agreement is not a promise to marry.

31.3 Premarital agreement. This Agreement is not intended as a premarital agreement and may not meet that law. Parties who want to fix rights during or after marriage should sign a separate agreement

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before the marriage, in writing, signed by both, with the disclosure and chance for independent advice that the state law requires.

31.4 No waiver by this Agreement. Rights that arise only from marriage, such as a spouse's inheritance or retirement plan rights, are not waived here.

32. Moving to another state

32.1 Moving. If the Parties move their Home to another state, this Agreement continues and Section 42 still applies. The Parties know that a court in the new state may apply its own rules to land, to enforcement or to public policy.

32.2 Review. Within [Days for review after a move: _____] days before or after a move, the Parties will have this Agreement reviewed in the new state and sign any change needed. A failure to review does not end this Agreement.

32.3 Property in other states. Title to land is decided by the law of the place where it lies. The Parties will sign deeds and filings that law requires.

32.4 One Party moves. If only one moves and the Parties intend to keep the relationship, the Agreement continues. If they intend to end it, Section 28 applies.

33. Term, review, amendment and revocation

33.1 Term. This Agreement starts on the Effective Date and continues until it ends under this Section, Section 31 or by the completion of all duties after separation. It may last more than one year.

33.2 Review. The Parties will review this Agreement every [Years between reviews: _____] years, and on the birth or adoption of a child, the purchase of real estate, a major inheritance, a serious illness or a large change in income.

33.3 Amendment and revocation. This Agreement may be changed, replaced or revoked only by a Signed Writing signed by both Parties, with the same care as the original. A text message, email, oral statement or course of conduct does not change or revoke it.

33.4 Change request. A Party who wants a change sends a written proposal. The Parties will discuss it within 21 days. No one must agree.

33.5 Schedules. A Party may update facts in that Party's own Schedule A or B by a dated page given to the other. An update does not change ownership of Joint Property or any promise without the other's signature.

33.6 What survives. Sections 1 to 5, 8 to 24, 27 to 30 and 34 to 43 continue after separation as far as needed to carry out rights that arose.

34. Privacy and safety

34.1 Confidential information. Each Party will keep private the other's financial, health, work and family information learned through the relationship. Sharing is allowed with advisers, lenders, courts, agencies, insurers and others who need it, and where the other consents or law requires.

34.2 Images and messages. Neither Party will publish or share private images or intimate recordings of

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the other, or use another's device, account or location without permission.

34.3 Protected conduct. Nothing here stops a Party from calling police, seeking medical or counseling help, applying for a protective order, reporting abuse, a crime or child neglect, testifying truthfully, talking to a government agency, or exercising any right law protects. No payment, occupancy right or property share may be lost because of it.

34.4 Safety overrides. If a term conflicts with a protective order or with steps needed to keep a person safe, the order and safety come first.

35. Mediation and dispute resolution

35.1 Negotiation. A Party with a dispute sends a written notice that states it and the relief wanted. The Parties will try to settle for [Negotiation days: _____] days.

35.2 Mediation. If they do not settle, the Parties will use a neutral mediator at [Mediation place: _____]. The mediator is chosen by agreement, or by a local court program or bar association. The Parties share the fee equally unless the mediator's program charges by income. They will attend at least one session within 45 days.

35.3 Exceptions. Negotiation and mediation are not required where there is violence, a threat, a protective order, a risk to a child, a risk that property will be lost or hidden, or a deadline about to expire. A Party may refuse a face-to-face session and use a safe remote method.

35.4 Court. If mediation does not settle a dispute, a Party may file in a court with jurisdiction. This Agreement does not require arbitration. The Parties may agree to arbitrate a property dispute in a signed document made after the dispute starts. They may not arbitrate custody or child support under this Agreement.

35.5 Confidential settlement talks. Offers made in mediation are not used as evidence, except as law allows or to prove a settlement.

36. Default, remedies and fees

36.1 Default. A Party is in default if the Party does not pay or do what this Agreement requires and does not cure within [Days to cure a default: _____] days after written notice that describes the default. For a payment, the time is 10 days.

36.2 Remedies. After the cure time, the other Party may claim the amount due, interest at [Interest rate percent: _____] percent per year or the highest lawful rate if lower, specific performance, a court-ordered sale, an accounting or another lawful remedy. A remedy may not punish a Party. There is no fine for ending the relationship, and no property right depends on fault in the relationship.

36.3 Indemnity and limits. A Party who causes a third person's claim against the other by breaching this Agreement will indemnify the other for the resulting reasonable loss. To the extent the law allows, neither owes the other indirect or punitive loss for breach. This limit does not apply to fraud, injury, abuse, misuse of private images or to an amount owed.

36.4 Attorney fees. The fee rule is: [Attorney fee rule: _____]. A court may reduce or refuse an award as law provides. This does not apply to a claim about a child.

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36.5 Events outside control. A deadline other than a payment deadline extends for the time of a disaster, illness, court closure or similar event that a Party could not prevent, if that Party gives prompt notice and keeps trying to perform.

37. Notices

37.1 Form. A notice under this Agreement must be in writing, dated, and delivered by hand with receipt, by a tracked courier or by certified mail to the address below or a later notified address. A copy may be emailed, but email alone is enough only if the recipient confirms receipt.

37.2 Addresses. Party A: [Party A notice address: _____]. Party B: [Party B notice address: _____].

37.3 When given. Hand or courier notice is given on delivery. Certified mail is given on the delivery date or 5 days after mailing, whichever is earlier.

37.4 Safe notice. If sending notice to the Home would be unsafe, it may go through an attorney or another adult the recipient has named, and a court may direct another way. Neither Party must disclose a confidential safe address.

38. Assignment, heirs and successors

38.1 No assignment. Neither Party may transfer rights or duties under this Agreement without the other's written consent, except that a right to be paid may pass to an estate.

38.2 Successors. Subject to Section 27, this Agreement binds and benefits each Party's estate, heirs, guardian, conservator and permitted successors.

38.3 No third-party rights. This Agreement gives no rights to a creditor, former spouse, landlord, insurer or other person. Children's rights under law are not affected.

39. Waiver

39.1 A waiver must be in writing and signed by the Party who gives it. It applies only to the stated matter.

39.2 A delay in using a right, or accepting a late payment, is not a waiver. Paying more than a Party owes at one time does not set a new share for later.

40. Severability

40.1 If a court finds a term invalid, the term is limited only as far as needed, and the rest of the Agreement continues.

40.2 If a term were held to depend on an unlawful consideration, that term alone is removed, and every term that rests on separate lawful consideration continues.

40.3 If removal of a term would make the remaining bargain plainly unfair to a Party, the Parties will negotiate a lawful replacement under Section 35.

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41. Entire agreement and further documents

41.1 Entire agreement. This Agreement with its Schedules, and the existing notes listed in Section 17.3, state the whole agreement of the Parties about the subject matter. Earlier statements, texts and drafts are replaced. Deeds, leases, wills, beneficiary designations, powers of attorney and any separate business agreement stay in effect.

41.2 No reliance. Neither Party has relied on a promise that is not in this Agreement. This does not exclude liability for fraud.

41.3 Further documents. Each Party will sign within 14 days any deed, title, account form, lender form, lease or other document reasonably needed to carry out this Agreement. Each pays that Party's own cost unless this Agreement says otherwise.

42. Governing law

42.1 Law. The law of the Governing State governs this Agreement, without regard to conflict-of-law rules that would apply another law. The law of the place where land lies governs title to it.

42.2 Courts. A dispute that Section 35 does not settle may be brought in the courts of [Court location: _____], if they have jurisdiction. This does not limit a court's power over children, protective orders or real property in another place.

42.3 Public policy. Nothing in this Agreement asks a court to do what its law or public policy does not allow.

43. Counterparts and signature method

43.1 Ink signatures. Each Party signs by hand in ink and initials each page of the Schedules. The Parties choose ink signatures because an electronic signature rule may not cover all family law matters.

43.2 Counterparts. Each Party may sign a separate identical copy, and all copies together are one document. A scanned copy may be used as a record, but each Party will keep one signed original.

43.3 Originals. The Parties will sign [Number of originals: _____] originals. Each will keep one in a safe place and tell a trusted person where it is.

SIGNATURES

Each Party has read this Agreement and Schedules A to E, understands them and signs voluntarily on the date shown.

Party A
Signature:
Printed name: [Party A full legal name: _____]
Date:

Party B
Signature:
Printed name: [Party B full legal name: _____]
Date:

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Optional witnesses (adults who are not Parties or relatives of a Party and gain nothing under this Agreement)

Witness 1 signature:
Printed name:
Address:
Date:

Witness 2 signature:
Printed name:
Address:
Date:

Notary acknowledgment, Party A (optional; use the notary's state wording if it differs)

State of [Notary state: _____]
County of [Notary county: _____]

On the date below, [Party A full legal name: _____] appeared before me, proved identity by satisfactory evidence, and acknowledged signing this Agreement voluntarily.

Notary signature:
Printed name and commission expiration:
Date:
Seal:

Notary acknowledgment, Party B (optional; use the notary's state wording if it differs)

State of [Notary state: _____]
County of [Notary county: _____]

On the date below, [Party B full legal name: _____] appeared before me, proved identity by satisfactory evidence, and acknowledged signing this Agreement voluntarily.

Notary signature:
Printed name and commission expiration:
Date:
Seal:

Certificate of counsel for Party A (complete if Party A had an attorney)

I advised Party A alone about this Agreement and its effect on Party A's rights. Party A told me that Party A understands it and signs freely.

Attorney signature:
Printed name and bar number:
Date:

Certificate of counsel for Party B (complete if Party B had an attorney)

I advised Party B alone about this Agreement and its effect on Party B's rights. Party B told me that Party B understands it and signs freely.

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Attorney signature:
Printed name and bar number:
Date:

SCHEDULE A: PARTY A'S SEPARATE PROPERTY, DEBTS AND INCOME

1. **Real estate** (address, title, estimated value, loan balance): [Party A real estate: _____]
2. **Bank and investment accounts** (institution, last four digits only, balance): [Party A accounts: _____]
3. **Retirement and insurance** (plan or policy, value, beneficiary if any): [Party A retirement and insurance: _____]
4. **Vehicles, valuables and other goods:** [Party A vehicles and valuables: _____]
5. **Business interests and intellectual property:** [Party A business interests: _____]
6. **Debts** (creditor, balance, security): [Party A debts: _____]
7. **Income, yearly before tax, by source:** [Party A yearly income: _____]
8. **Support received or owed, pending claims and expected inheritances already notified:** [Party A support, claims and inheritances: _____]

Party A states that this list is complete under Section 6.

Party A initials and date:
Party B received this Schedule, initials and date:

SCHEDULE B: PARTY B'S SEPARATE PROPERTY, DEBTS AND INCOME

1. **Real estate** (address, title, estimated value, loan balance): [Party B real estate: _____]
2. **Bank and investment accounts** (institution, last four digits only, balance): [Party B accounts: _____]
3. **Retirement and insurance** (plan or policy, value, beneficiary if any): [Party B retirement and insurance: _____]
4. **Vehicles, valuables and other goods:** [Party B vehicles and valuables: _____]
5. **Business interests and intellectual property:** [Party B business interests: _____]
6. **Debts** (creditor, balance, security): [Party B debts: _____]
7. **Income, yearly before tax, by source:** [Party B yearly income: _____]
8. **Support received or owed, pending claims and expected inheritances already notified:** [Party B support, claims and inheritances: _____]

Party B states that this list is complete under Section 6.

Party B initials and date:
Party A received this Schedule, initials and date:

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SCHEDULE C: JOINT PROPERTY AND JOINT DEBTS

1. **Joint Property** (item, title, date, cost, each Party's share): [Joint items and shares: _____]
2. **Joint Debts** (creditor, balance, who pays what share): [Joint debts and shares: _____]
3. **Wishes on separation** (who keeps an item, how the other is paid): [Wishes on separation: _____]
4. **Goods not listed** stay with their owner under Section 18.

Party A initials and date:
Party B initials and date:

SCHEDULE D: HOME CONTRIBUTIONS AND CREDITS

1. **Purchase price and date:** [Purchase price and date: _____]
2. **Down payment and closing costs paid by each Party:** [Down payments and closing costs: _____]
3. **How a down payment is credited on sale or buyout** (repaid first without growth, or shared as ownership): [Down payment credit: _____]
4. **Improvements and extra principal payments agreed for credit** (date, amount, payer): [Improvement credits: _____]
5. **Whether a credit shares in loss or growth:** [Growth or loss of credits: _____]
6. **Tax on a sale or transfer between the Parties:** [Tax on sale or transfer: _____]
7. **Repayable Occupant contributions** under Section 12.4 (date, amount, purpose, repayment): [Repayable Occupant contributions: _____]

A change to this Schedule needs both Parties' signatures. The Parties will attach the closing statement, deed copy and receipts.

Party A initials and date:
Party B initials and date:

SCHEDULE E: SHARED HOUSEHOLD EXPENSES

1. **Rent, or the agreed share of mortgage, taxes and insurance:** [Housing share: _____]
2. **Utilities, internet and services:** [Utilities share: _____]
3. **Groceries and household supplies:** [Groceries share: _____]
4. **Routine repairs and cleaning:** [Repairs and cleaning share: _____]
5. **Shared insurance and health coverage:** [Insurance share: _____]
6. **Pets and vehicles used together:** [Pets and shared vehicle share: _____]
7. **Vacations and leisure, if shared:** [Vacations and leisure: _____]

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8.

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Monthly deposit to the joint account: [Monthly joint deposit: _____]

9. **Other shared cost and its share:** [Other shared costs: _____]

If a Home that one Party owns is used under Section 12, the occupancy payment replaces item 1 for the Occupant.

Party A initials and date:
Party B initials and date:

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