

NONMARITAL COHABITATION / LIVING TOGETHER AGREEMENT

AGREEMENT made this _____ day of _____, 20____, by and between _____, "First Party", and _____, "Second Party".

WHEREAS the parties are presently residing with each other at _____, have been doing so since _____ and intend to continue living together in this arrangement;

WHEREAS the parties desire to affix and define their respective property rights and liabilities arising from their joint residency;

WHEREAS 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 counsel of his/her choice;

THE PARTIES HEREBY AGREE:

1. Marital Status. The joint residency of the parties shall in no way render the parties married, by operation of common law or any other operation of law.

2. Consideration. Consideration for this Agreement consists solely of the mutual promises herein contained and the mutual promises of each party to act as the living companion and partner to the other. This Agreement fully contemplates and compensates any and all services provided by either party for the benefit of the other during the course of their joint residency. The furnishing of sexual services shall in no way be construed as consideration for this Agreement.

3. Disclosure of Current Financial Status. Each party has fully and completely, to the best of his/her knowledge, disclosed to the other party his/her current financial condition including all assets and liabilities. Each party has attached a balance sheet to this agreement indicating his/her current assets and liabilities with the understanding that this balance sheet reflects his/her current financial status to the best of his/her ability.

4. Division of Living Expenses. Necessary and jointly approved living expenses shall be apportioned between the parties as follows:

The First Party shall contribute _____ percent (____%) per month;

The Second Party shall contribute _____ percent (____%) per month.

The parties shall deposit their pro rata contributions monthly into the joint checking account of the parties. Either party may draw upon this checking account. Any property purchased from this checking account shall be considered joint property of the parties, owned according to the respective party's percentage of contribution stated above.

5. Separate Property. The parties shall keep the following properties as the separate property of the recipient and said properties shall not be subject to division at the termination of this Agreement:

(a) Individual earnings, salary or wages acquired before or after the execution of this Agreement;

(b) Individual gifts, bequests, devises or inheritances acquired before or after the execution of this Agreement;

(c) All property, real or personal, owned by a party at the date of execution of this Agreement;

(d) All income or proceeds derived from the aforementioned properties.

6. Joint Property. All property acquired by the parties after the execution date 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.

7. Commingling of Property. Absent a reasonable demonstration of sole ownership, where either party commingles joint property with separate property, any commingled property shall be presumed to be joint property of the parties.

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

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.

13. Complete Agreement. It is the intent of the parties that this Agreement be the full and complete agreement between the parties regarding their joint residency. There are no other agreements between the parties regarding their joint residency other than those stated herein. This Agreement shall only be modified by a writing executed by both parties hereto.

14. Severability of Provisions. Should any paragraph or provision of this Agreement be held invalid, void, or otherwise unenforceable, it is the intent of the parties that the remaining portions shall nevertheless continue in full force and effect without impairment.

15. Governing Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of _____.

IN WITNESS WHEREOF , the parties have executed this Agreement at _____ on this _____ day of _____, 20 ____.

First Party

Second Party

Witness

Witness