

THIS AGREEMENT MADE IN TRIPLICATE THIS _____

BETWEEN:

of the City of _____
in the State of California

- AND -

of the City of _____
in the State of California

COHABITATION AGREEMENT

BACKGROUND

- A. This Cohabitation Agreement is made between _____ (hereinafter called " _____ ") and _____ (hereinafter called " _____ ") who presently reside or intend to reside together in the future, in a non-marital cohabitation, although there is no present intention to marry;
- B. The parties' non-marital cohabitation began or would begin on approximately _____;
- C. The parties wish to enter into this agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them;
- D. The parties further wish to affix their respective rights and liabilities that may result from this relationship;
- E. The parties recognize the possibility of unhappy differences that may arise between them. Accordingly, the parties desire that the distribution of any property that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.
- F. Each party has retained their own lawyer and has received independent legal advice regarding the terms of this Agreement.

- G. The parties acknowledge that neither is under any duress or undue influence of the other, and that they are voluntarily entering into this agreement.
- H. The parties have disclosed to the satisfaction of each of them all assets and liabilities that each may have.

NOW THEREFORE in consideration of the upcoming cohabitation arrangement, and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

PROPERTY

1. The separate property owned by each party at the execution of this Agreement, however and whenever acquired, will be owned and managed solely by such party at all times and will remain the separate property of such party after the execution of this Agreement, with no claim by the other party upon separation or otherwise.
2. The parties hereby acknowledge that with respect to any determination of ownership of property that may occur in the event of the parties separating, or upon the death of a party, all property will be treated as separate property owned solely by one party unless there is proof of shared legal ownership.
3. Unless a particular piece of property is explicitly documented as being owned by both parties, the following types of property will not be deemed as shared property:
 - a. any property owned by a party at the date of execution of this Agreement;
 - b. any property owned by a party after the date of execution of this Agreement;
 - c. any property acquired in exchange for present property, or from the proceeds of a sale of present property, whether direct or indirect, of a disposition of present property;
 - d. any income or proceeds derived from property owned by a party before or after the execution of this Agreement;
 - e. any property acquired by either party with income received during their cohabitation from property owned by a party before or after the execution of this Agreement;
 - f. any increase in value during the period of cohabitation of any property owned by a party before or after the execution of this Agreement;
 - g. any property acquired by a party by gift from the other party;
 - h. any property acquired by a party by gift from a third party;
 - i. any property acquired by a party through an inheritance;
 - j. any winnings from any sport, game or lottery;
 - k. any award or settlement acquired from a lawsuit;
 - l. any proceeds from an insurance policy;
 - m. any earnings, salary or wage, acquired before or after the execution of this Agreement; and
 - n. any savings acquired before or after the execution of this Agreement.
4. The shared property owned by both parties at the execution of this Agreement, however and whenever acquired, will be owned and managed by both parties at all times and will remain the property of both parties after the execution of this Agreement.
5. In the event of the parties separating, or upon the death of a party, any jointly-acquired or jointly-held property will be deemed to be owned equally with each party entitled to fifty (50%) of the

net equity of the property, regardless of the initial or ongoing proportion of each party's investment, unless the parties otherwise agree in writing.

6. Nothing in this agreement will prevent or invalidate any gift, or transfer for value, from one party to the other of present or future property provided such gift or transfer is evidenced in writing signed by both parties.
7. Unless a party can reasonably show that he solely owns a piece of property, where either party commingles jointly owned property with separate property, any commingled property shall be presumed to be jointly-owned property of the parties.

DEBTS

8. The separate debts owing by each party at the execution of this Agreement, however and whenever acquired, will be owed solely by such party at all times and will remain the separate debts of such party after the execution of this Agreement, with no financial obligations owing by the other party upon separation or otherwise.
9. The parties hereby acknowledge that with respect to any determination of responsibility of debts that may occur in the event of the parties separating, all debts will be treated as separate debts owed solely by one party unless there is proof of joint financial obligations.
10. Unless a particular debt is documented as being owed by both parties, the following types of debts will not be deemed as shared debts:
 - a. any debts already owing by one party at the date of execution of this Agreement; and
 - b. any debts incurred by one party during cohabitation.
11. The shared debts owed by both parties at the execution of this Agreement, however and whenever acquired, will be owed by both parties at all times and will remain the debts of both parties after the execution of this Agreement.
12. In the event of a separation, each party will be financially responsible for 50% any jointly-acquired or jointly-held debts, regardless of the initial or ongoing proportion of each party's borrowed amount, unless the parties otherwise agree in writing.

SUPPORT

13. The parties agree that the investment of time or labor with respect to personal service in the property of the other, or otherwise, will be deemed to have been made gratuitously, and without expectation or right of compensation unless agreed to the contrary in writing.
14. It is the intention of the parties to forever release each other from any alimony or support obligations now and in the future no matter how their circumstances may change. They will not apply now or in the future under any Federal or State legislation for support. They each waive any rights they may have to proceed against the other under any law or statute for payments of alimony or support and rely upon the law of contract to govern in respect of this issue.
15. The parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either party the right to seek support under any legislation, Federal or State. It is understood by each party that this Agreement represents a final disposition of all maintenance and support issues between them.

SEVERABILITY

16. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

INTENTION OF THE PARTIES

17. Notwithstanding that the parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

DUTY OF GOOD FAITH

18. 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 all aspects of this Agreement.

FURTHER DOCUMENTATION

19. The parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

TITLE/HEADINGS

20. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ENUREMENT

21. This Agreement will be binding upon and will enure to the benefit of the parties, their respective heirs, executors, administrators, and assigns.

GOVERNING LAW

22. The laws of the State of California will govern the interpretation of this agreement, and the status, ownership, and division of property between the parties wherever either or both of them may from time to time reside.

TERMINATION OR AMENDMENT

23. This Agreement may only be terminated or amended by the parties in writing signed by both of them.

The parties hereby execute this agreement on the day and year first written above.

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.

County of _____)

On this ____ day of _____, 20____, before me, _____ personally appeared: _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(print name)

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, _____ personally appeared: _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(print name)

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

STATE OF CALIFORNIA
COUNTY OF _____

I, _____, of the City of _____, in the State of California, Attorney, **DO HEREBY CERTIFY:**

1. **THAT** I was this day consulted in my professional capacity by _____, named in the within instrument, being a Cohabitation Agreement, separate and apart from _____, as to his legal rights and liabilities under the terms and conditions of it, and that I acted solely for him, and explained fully to him the nature and effect of the said Cohabitation Agreement and he did execute it in my presence, and did acknowledge and declare that he was executing it of his own volition and without any fear, threats, compulsion or influence from _____, or any other person.

DATED at the City of _____, in the State of California this _____ day of _____, 20__.

ATTORNEY

Print Name: _____

I, _____, the person named in the annexed Agreement, hereby acknowledges the foregoing this _____ day of _____ 20__.

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, of the City of _____, in the State of California, Attorney, **DO HEREBY CERTIFY:**

1. **THAT** I was this day consulted in my professional capacity by _____, named in the within instrument, being a Cohabitation Agreement, separate and apart from _____, as to his legal rights and liabilities under the terms and conditions of it, and that I acted solely for him, and explained fully to him the nature and effect of the said Cohabitation Agreement and he did execute it in my presence, and did acknowledge and declare that he was executing it of his own volition and without any fear, threats, compulsion or influence from _____, or any other person.

DATED at the City of _____, in the State of California this _____ day of _____, 20__.

ATTORNEY

Print Name: _____

I, _____, the person named in the annexed Agreement, hereby acknowledges the foregoing this _____ day of _____ 20__.

