**FORM**

**UNREGISTERED DOMESTIC PARTNERSHIP COHABITATION AGREEMENT**

            This Agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*date*] between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name of first party*] (First Party *or identify by name*) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name of second party*] (Second Party *or identify by name*).

**Recitals:**

            The parties are unregistered domestic partners who desire to live together in an unregistered relationship in which First Party financially supports Second Party, and Second Party renders services to First Party as companion, housekeeper, homemaker and cook. The parties desire to combine their efforts and earnings and share equally the property accumulated through their individual or combined efforts.

            The parties therefore agree as follows:

1. Sharing of Earnings, Services and Property

(a) First Party shall use best efforts through [his *or* her] personal services and skills to generate earnings, salaries, commissions or other income sufficient to provide a standard of living mutually acceptable to the parties.

(b) Second Party shall render services to First Party as companion, housekeeper, homemaker and cook, and assume responsibility for related household tasks.

(c) The parties shall combine their efforts and earnings and shall share equally the property accumulated through their individual or combined efforts, as further provided in Paragraph 4.

[*Use if support is to continue****after****parties' permanent separation:*]

2. Support

            First Party shall provide for all of Second Party's financial support, commencing as of the date of this Agreement and continuing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify period, e.g.*, for the rest of Second Party's life, notwithstanding the parties' permanent separation, as defined in Paragraph 9,  *or* until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify period, e.g.*, one year after the parties' permanent separation, as defined in Paragraph 9]. This support obligation shall, however, terminate on the first to occur of any of the following events:

(a)   the death of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify* either party *or*Second Party],

(b)   the marriage of Second Party to a third person or the entry into a registered domestic partnership by Second Party and a third person; or

(c)   the cohabitation of Second Party with a third person.

[*Use if support obligation is to cease on parties' permanent separation:*]

2. Support

            First Party shall provide for all of Second Party's financial support until such time as the Parties are no longer cohabiting pursuant to the terms of this Agreement. This support obligation shall cease as of the date of the termination of this Agreement pursuant to Paragraph 8. Each party waives and disclaims any right to support from the other party after the termination of this Agreement.

3. Disclosure of Present Assets and Obligations

            Each party has fully disclosed to the other party the full extent of all assets presently owned and obligations presently owed by that party, as set forth in the attached Exhibits \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify exhibit numbers*], which are incorporated into this Agreement by reference.

4. Ownership of Jointly Owned Property

            Except for the separately-owned property listed in Exhibit(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify exhibit numbers*] to this Agreement, the parties shall hold all property, including all property acquired during the period of their cohabitation under this Agreement, equally as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify* tenants in common *or* joint tenants *or*tenants in common or joint tenants, as may be appropriate]. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Specify* First Party *or* Second Party*or* Both parties] shall have [equal] management and control of the jointly-owned property.

[*Optional Provision:*]

5. Sharing Increase in Value of Residence

            \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [First *or* Second] Party presently holds sole title to the real property described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify, e.g.*, a single-family dwelling], located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*address*], as more specifically described in Exhibit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify exhibit number*]. This property will remain \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [First *or* Second] Party's sole and separate property. However, the parties shall share \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [equally *or specify formula or percentage for sharing increase*] in any increase in the value of this real property occurring on and after the date of this Agreement and until the Agreement is terminated. On termination of the Agreement, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Second *or* First Party] will be entitled to receive [his *or* her] share in the increase in the value of this property, within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify period, or* a reasonable time]. [*Add if desired:* The parties agree that the present value of this real property is $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *or* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [First *or* Second] Party agrees to hire a competent appraiser to establish the value of this real property as of the date of this Agreement. The conclusions of the appraiser so hired will be binding on both parties, unless they agree otherwise.]

[*Optional Provision:*]

6. Legal Names of Children of Relationship

            The parties agree that any minor child or children of the parties who is/are their biological offspring, or adopted by them, shall be given the following surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[*Optional Provision:*]

7. Support, Maintenance, and Education of Children of Previous Relationship

            \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [First Party *or* Second Party *or* Both parties] shall provide the following with respect to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name(s)*], \_\_\_\_\_\_\_\_\_\_\_ [a child *or* children] of a previous relationship between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Second *or* First] Party and a third person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify nature of support, e.g.*, all ordinary living expenses, including reasonable expenses for medical care, dental care, and education]. This support obligation shall continue \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify duration of support obligation, e.g.*, as to each child named in this Paragraph until the child reaches the age of majority], [notwithstanding the parties' permanent separation, as defined in Paragraph 9 *or* unless this Agreement is terminated before that time pursuant to Paragraph 8].

8. Termination of Agreement

            This Agreement shall terminate as to all unexecuted provisions on the first to occur of any of the following events:

(a)   on the written consent of the parties,

(b)   on the marriage, registration or cohabitation of either party with a third person, or

(c)   on the permanent separation of the parties, as defined in Paragraph 9.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Add if support is to extend beyond parties' permanent separation*: However, the termination of this Agreement shall not affect the continuing obligation of either party set forth in this Agreement to support the other party (*add, if appropriate:* or to support any children of a previous relationship),]

9. Permanent Separation

            As used in this Agreement, the permanent separation of the parties means that the parties have been regularly living apart in separate dwelling places for a period of at least \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify period, e.g.*, one month] after one party has notified the other in writing that [he *or* she] intends to cease cohabitation with that party.

10. Division of Property

            On termination of this Agreement, the parties shall immediately divide their jointly-owned property. The jointly-held property shall be divided equally, unless otherwise agreed to by the parties. [*Optional:*In addition, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (First *or* Second) Party shall be entitled to [his *or* her] share in the increase in value of the real property described in Paragraph 5.] [*Optional:*If the parties are unable to agree on a division of their property, the parties agree to submit the valuation, characterization, and division of their property to binding arbitration, as further provided in Paragraph 11.]

[*Optional Provision:*]

11. Arbitration of Disputes

            If the parties separate and are unable to agree on a division of their property or on any other right or obligation under this Agreement, then they shall submit the matter for resolution by arbitration to be conducted in accordance with the provisions of this Paragraph. The parties shall jointly designate a person to act as arbitrator. In the event that the parties cannot agree on the designation of an arbitrator, the following provisions shall apply: Each party shall designate a person to act as an arbitrator. The two persons designated by the parties shall then agree on a third person to act as an arbitrator, thereby creating an arbitration panel of three persons. Each party shall submit to the arbitrator or the arbitration panel, as the case may be, a written statement regarding all issues in dispute along with any relevant documents. In making his, her, or its decision, the arbitrator or the arbitration panel, as the case may be, shall take into account all relevant facts and circumstances. The decision of the arbitrator or the arbitration panel, as the case may be, shall be binding on both parties. Each party shall pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [one-half *or specify other percentage*] of the fees, if any, charged by the arbitrator(s) for their services. However, any issue regarding the custody, visitation, or support of any child born to the parties or adopted by them shall be submitted to a court of competent jurisdiction.

12. Representation by Independent Counsel

            Each party hereby acknowledges that [he *or* she] has been represented by independent counsel in the negotiation of this Agreement, that the counsel representing each party was of [his *or* her] own choosing, and that the Agreement has been read by the parties and its meaning and legal consequences have been explained to them by such counsel.

13. Attorney's Fees and Costs

            If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall receive reasonable attorney's fees and costs, in addition to any other relief ordered.

14. Entire Agreement; Modification

            This Agreement contains the entire agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to their rights and liabilities arising out of their relationship. This Agreement may be amended or modified only by a written instrument signed by the parties.

15. Severability

            If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remaining portions shall continue in full force and effect.

16. Governing Law

            This Agreement shall be governed by, and construed in accordance with, the laws of the State [or Commonwealth] of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*city*], State [or Commonwealth] of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*date*].

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*signature*]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*typed name*]

FIRST PARTY

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*signature*]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*typed name*]

SECOND PARTY

ACKNOWLEDGMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

            On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*date*], before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*name*], a Notary Public in and for the State [Commonwealth] of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*names of First and Second Parties*], who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed this instrument in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

            I certify under PENALTY OF PERJURY under the laws of the State [Commonwealth] of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*signature*]

Notary Public