|  |  |
| --- | --- |
|  |  |
| **COHABITATION AGREEMENT** | |

This **Cohabitation Agreement** (the “Agreement”) entered into on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as “Name1”) and \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as “Name2”) (collectively, the “Parties”).

1. **Purpose.** The Parties [currently live together OR intend to live together], although there is currently no intention or agreement to marry or be married.

2. **Current Circumstances.** With respect to current circumstances:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name1) presently lives at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address, including city, county and State). Name1 has [no children/\_\_\_\_\_ child whose name and is age \_\_\_\_\_/children whose name and ages are \_\_\_\_\_\_\_\_\_\_].
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name2) presently lives at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address, including city, county and State). Name2 has [no children/\_\_\_\_\_ child whose name and is age \_\_\_\_\_/children whose name and ages are \_\_\_\_\_\_\_\_\_\_].
3. The Parties wish to establish their respective rights and responsibilities regarding each other's income and property, as well as any income and property that may be acquired, either separately or together, during the period of cohabitation.
4. The Parties intend for the distribution and characterization of any property that either or both of them may own or acquire during the period of cohabitation shall be governed by the terms of this Agreement, and this Agreement alone, upon the event of dissolution, whether by choice or by death.

3. **Effective Date.** This Agreement will be effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) (the “Effective Date”), the approximate date when the Parties' cohabitation began or will begin. If the Parties do not begin living with each other by such date, this Agreement will be null and void and its provisions unenforceable.

4. **Disclosure.** The Parties hereby acknowledge that they have each made a full and complete disclosure to each other of all of their financial assets and liabilities.

1. They further acknowledge that they have received a full and complete disclosure of the other party’s financial assets and liabilities. Each party hereby waives any future rights to additional disclosure, unless otherwise agreed to in writing.
2. Each party represents and warrants to the other party that they have, to the best of their ability, made to the other party a fair and reasonable disclosure of the nature and extent of their property, including values and financial obligations, and that the disclosure include but is not limited to the properties and liabilities set forth in **Exhibits A, B, C, D, and E** attached to this Agreement.

5. **Legal Representation.** Each party acknowledges that they have had the chance to consult with an attorney or other expert their own choice in the negotiation, preparation, explanation and execution of this Agreement, or has voluntarily chosen to forego consultation with such attorney or other such expert. Each party admits they are entering into this Agreement freely and voluntarily, and that neither fraud nor duress induced the party into consenting to this Agreement.

6. **Separate Property.** Each party presently owns real and/or personal property as described in Exhibits A and B. Exhibit A contains the property of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name1) and Exhibit B contains the property of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name2). The Exhibits are attached to this Agreement and hereby incorporated for all purposes.

1. The Parties acknowledge that all property will be treated as property owned solely by either one of the Parties (the “Separate Property”) unless there is proof of shared legal ownership upon dissolution of the relationship. The property listed in Exhibits A & B shall be considered Separate Property.
2. As of the date of this Agreement, the Parties do not jointly own any property or claims to property, nor does any sort of partnership exist between the Parties, except as provided in the attached Exhibit C (the “Shared Property”).
3. All property hereafter acquired by a party by gift, devise, bequest, or inheritance shall remain the Separate Property of the owner.
4. Except as provided elsewhere in this Agreement, all earnings and income of each party will remain their Separate Property, respectively, and will not be subject to division on termination of the relationship.
5. Any property hereafter acquired by either party out of the proceeds or income from Separate Property, including without limitation the properties listed in Exhibit C, and from the earnings or income of that party or attributable to income from that property or appreciation in value of that property, whether the enhancement is due to market conditions or to the time, talent, or labor of the owner of the property, will remain the Separate Property of the respective party, free of any interest, beneficial, equitable, or otherwise, of the other party, unless otherwise agreed to in writing.
6. All mutations, changes, and increases of the Separate Property owned by either party as of the date of this Agreement, including without limitation the properties listed in Exhibit C, shall remain the Separate Property of each respective party.

7. **Shared Property.** With respect to Shared Property:

1. All jointly acquired property, however and whenever acquired, shall remain the property of and be owned by both Parties and will be treated as shared property, including any property listed in the attached Exhibit C.

1. In the event the Parties’ relationship dissolves, including the death of a Party, all Shared Property shall be deemed to be owned equally. Therefore, each Party will be entitled to fifty percent (50%) of the net equity of the property, unless the Parties have agreed otherwise in writing.
2. Nothing in this Agreement will prevent any gift from one Party to the other, so long as such gift is evidenced in writing signed by both Parties.

8. **Debts.**  The Parties do not intend to prejudice the rights of preexisting creditors by entering into this Agreement.

1. All liabilities and obligations (contingent and absolute) listed in Exhibit D of this Agreement are stipulated and agreed to be the debts and liabilities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name1).
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name1) agrees that all those debts and liabilities and obligations that exist as of the Effective Date of this Agreement are enforceable against and must be discharged from solely from their property and are not enforceable against or dischargeable from the property of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name2). Thus, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name1) agrees to indemnify and hold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name2) and their property harmless from all such liabilities and to defend themselves from any claims made against their property.
3. All liabilities and obligations (contingent and absolute) listed in Exhibit E of this Agreement are stipulated and agreed to be the liabilities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ name2).

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name2) similarly agrees that all those liabilities and obligations that exist as of the Effective Date of this Agreement are enforceable against and must be discharged from solely their property and are not enforceable against or dischargeable from the property of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name1). Thus, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name2) agrees to indemnify and hold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name1) and their property harmless from all such liabilities and to defend him or herself from any claims made against his property.

1. If a party is unable to pay their debts or liabilities and the other party pays said debt or liability on behalf of a party, the paying party will not have a right of reimbursement from the estate of the nonpaying party. The payment of any such debt or liability will be deemed to be a gift by the paying party to the nonpaying party.
2. In the event of a separation, or upon the death of a Party, all Shared Debt will be deemed to be owed equally and each Party will be financially responsible for 50% of any jointly acquired or jointly held debt, regardless of the initial or ongoing proportion of each Party's borrowed amount, unless the Parties have agreed otherwise in writing.
3. All debt acquired solely in one Party’s name, even after the Effective Date of this Agreement and period of cohabitation, shall be deemed the sole and separate debt of said Party, unless otherwise agreed to in writing.

9. **Waiver of Rights.** Each party acknowledges that they have had ample time and opportunity to investigate the property rights of each other.

1. Each party hereby voluntarily and expressly waives any right to further disclosure of the property, debts, or other financial obligations of the other party, beyond the disclosures attached to this Agreement or exchanged separately and in furtherance of inquiries to respective property rights.
2. Each party agrees that they may be waiving rights to which they are otherwise entitled under either the laws of their state, other states or the Federal government including property rights, the laws of inheritance, and the laws of the family code. Indeed, each party hereby desires and requests that any laws of any state or Federal government that may otherwise apply to them do not apply to the extent allowed by law.

10. **Governing Law.** The Parties agree to be bound by the laws and rules of contract, in contravention of any other more particular laws of the State to the extent allowed by law.

1. The laws of the State of \_\_\_\_\_\_\_\_\_\_\_ and the United States 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.
2. The Parties expressly intend and agree that this Agreement will apply to and govern all real and personal property, wherever situated, owned by either Party at the time of cohabitation or acquired by either Party after cohabitation, regardless of any change of residence or domicile of the Parties.

**11. Obligations to Other Party’s Children.** Unless a court order of adoption is obtained, neither party now intends to assume nor will assume any responsibility regarding the other party’s child or children, as the case may be, biological or adopted.

1. The Parties specifically agree that neither party will be responsible for any expenses for education, including college, of the other party’s child or children.
2. Each party agrees to indemnify and hold the other party and their property harmless from any such claim.
3. Further, if either party voluntarily pays or advances any money for the educational or other expenses of the other party’s child, no obligation of indemnification or reimbursement from the recipient parent will arise unless an explicit written understanding to indemnify or reimburse is executed contemporaneously with the payment or advance.

**12. Support.** Each party waives the right to be supported by the other party after their separation or after the death of either party, and each party agrees not to make any claim for such support. The Parties rely upon the law of contract to govern in respect of this issue. No change in circumstances, including living expenses, career changes, or disability, shall entitle either party to claim support from the other.

**13. Reimbursement.** Each party hereby waives any right of reimbursement to money; time, toil and labor spent in service of the property of the other; or payment of debts and loans.

**14. Household Account.**  With regards to shared living expenses:

1. Each party agrees to pay \_\_\_\_\_\_\_\_ percent of their shared living expenses while cohabitating.
2. Expenditures for living expenses or for the common benefit will be made from a joint account, wherein each party shall deposit the percentage stated above. Neither party may draw on the joint account for any purpose other than living expenses, unless otherwise agreed to in writing. Each party must keep the other informed of all withdrawals.
3. To the extent the Parties elect to open and maintain one or more joint bank accounts, each party will have an undivided one‑half interest in the funds on deposit in the account(s) as their Separate Property, unless otherwise agreed to in writing.
4. Each party will have an undivided one‑half interest in all assets acquired with any funds from a joint bank account as their Separate Property, unless otherwise agreed to in writing.
5. If either party dies, all funds remaining in any joint bank account(s) will be the sole and Separate Property of the surviving party.

**15. Estates and Testamentary Disposition.**  With regards to estates and testamentary dispositions:

1. Nothing in this Agreement shall impede the right of either party to name the other as a beneficiary by will or other testamentary disposition.
2. Each party agrees to accept the provisions of any last will and testament and codicils that may be in effect at the time of either party’s death in full settlement and satisfaction of any and all interest that they, as the cohabitant, might have to the decedent’s estate.

**16. Severability.** If any provision of this Agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable, and the provision found to be unenforceable shall be severable from the other provisions of this contract without affecting the enforceability of the remainder of the document.

**17. Fiduciary Duty.** Each party, upon execution, promises to act in good faith and to deal fairly with the other party, including in the management of their joint property and/or accounts in acting under the terms of this Agreement.

**18. Enforceability.**  With regards to enforceability:

1. 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.
2. This Agreement binds and inures to the benefit of the Parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.
3. This Agreement may be enforced by suit in law or equity by either of the Parties or by their heirs, executors, attorneys, or assigns.

**19. Attorney’s Fees.** If either party brings an action or other proceeding to enforce this Agreement or to enforce any judgment or order made by a court in connection with this Agreement, the prevailing party will be entitled to recover reasonable attorney’s fees and other necessary costs from the other party. If either party files a declaratory judgment proceeding to determine the enforceability of this Agreement, neither party will be entitled to an award of attorney’s fees unless a party successfully challenges the validity of this Agreement, in which event the court will have the authority to award attorney’s fees. If either party seeks to invalidate some or all of this Agreement or seeks to recover property in a manner at variance with this Agreement, the successful party will be entitled to recover reasonable attorney’s fees and other necessary costs from the other party.

**20. Parent-Child Relationship.** Nothing in this Agreement affects either party’s rights in any suit affecting the parent‑child relationship.

**21. Termination and Amendment.** With regards to termination and amendments:

1. This Agreement may only be amended by the Parties in writing, signed by both of them and notarized under oath.
2. This Agreement shall be terminated upon Separation of the Parties, including death. Separation will be on the date the Parties cease cohabitation. Cessation of cohabitation may be evidenced by written notice from one party to the other party. Such separation will be deemed to have occurred on the date that written notice is deliver to the other Party’s last-known mailing address. Separation of cohabitation may be defined under the case law in the jurisdiction of the governing law.
3. This Agreement shall terminate upon marriage of the Parties to each other.

**22. Incorporation of Exhibits**. All Exhibits to this Agreement are hereby fully incorporated into this Agreement as though fully set forth verbatim.

**23. Signatures.** The signatures of the parties to this Agreement represent the parties acknowledgement that they have been informed of their legal rights, given an adequate amount of time to consider entering into this Agreement, read and understood the Agreement, agree with the contents of the Agreement, had sufficient time to review the Agreement and believe it to be fair, have not been pressured or coerced into signing the Agreement and chosen to freely and voluntarily enter into this Agreement.

Signed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Full Name of the **First Party** | Full Name of the **Second Party** |

**Signed in the presence of:**

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature of **Witness** | Name of **Witness** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Address of **Witness** |  |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature of **Witness** | Name of **Witness** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Address of **Witness** |  |

**NOTARY ACKNOWLEDGEMENT:**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

) **(Seal)**

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

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

Signature

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

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

) **(Seal)**

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

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

Signature

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

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

THE STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Attorney, **DO HEREBY CERTIFY:**

**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 their legal rights and liabilities under the terms and conditions of it, and that I acted solely for him or her, and explained fully to him or her the nature and effect of the said Cohabitation Agreement and they did execute it in my presence, and did acknowledge and declare that they were executing it of her own volition and without any fear, threats, compulsion or influence from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or any other person. **DATED** at the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| ATTORNEY | Printed Name |

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

THE STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_, of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_, Attorney, **DO HEREBY CERTIFY:**

**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 their legal rights and liabilities under the terms and conditions of it, and that I acted solely for him or her, and explained fully to him or her the nature and effect of the said Cohabitation Agreement and they did execute it in my presence, and did acknowledge and declare that they were executing it of her own volition and without any fear, threats, compulsion or influence from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or any other person. **DATED** at the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| ATTORNEY | Printed Name |

WAIVER OF LEGAL CONSULTATION

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby waive my right to seek legal advice and counsel regarding the above agreement. I certify that I do so voluntarily, without duress or threat, and hereby relinquish any claim I may have for the failure to seek appropriate legal advice before executing this document. I understand that my partner, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, has the right to seek independent counsel, and that in the event he/she does, it does not affect my waiver of this right should I later feel they received an advantage in doing so. I fully understand the risks I take in not seeking independent legal counsel before execution of this document.

Signed on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ In the County of \_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WAIVER OF LEGAL CONSULTATION

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby waive my right to seek legal advice and counsel regarding the above agreement. I certify that I do so voluntarily, without duress or threat, and hereby relinquish any claim I may have for the failure to seek appropriate legal advice before executing this document. I understand that my partner, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, has the right to seek independent counsel, and that in the event he/she does, it does not affect my waiver of this right should I later feel they received an advantage in doing so. I fully understand the risks I take in not seeking independent legal counsel before execution of this document.

Signed on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ In the County of \_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

EXHIBIT A

Property of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)

1. The following real property, commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address) in \_\_\_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state), including but not limited to all rental income, sales proceeds, warranties, keys, house plans, service contracts, and utility deposits relating to it, and more particularly described as follows: (provide the legal description)

2. All sums of cash in the possession of or subject to the control of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ‘s name or from which \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) has a right to withdraw funds or which are subject to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s (name) control, including but not limited to money on account in the following banks, savings institutions, or other financial institutions: (provide a list of said accounts).

3. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases, mutations, enhancements, interest income, and the proceeds therefrom, and all other rights related to any Keogh plan, profit‑sharing plan, retirement plan, pension plan, annuity, money market investment account, individual retirement account, or like benefit program existing by reason of \_\_\_\_\_\_\_\_\_\_\_\_\_ (name)’s past, present, or future employment, including but not limited to: (provide a list)

4. All wearing apparel, jewelry, and other personal effects in the possession of or subject to the control of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) or otherwise owned by him/her as of the date of the execution of this Agreement.

5. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the control of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), as well as all other items otherwise owned by him/her as of the date of the execution of this Agreement.

6. All policies of life insurance, including all cash values and any increases, mutations, enhancements, interest income, and dividend income received therefrom, insuring the life of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) including but not limited to the following: (provide a list)

7. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (year and model) automobile, vehicle identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, together with all prepaid insurance.

8. All other property and property rights set aside to \_\_\_\_\_\_\_\_\_\_\_\_\_ (name) under the terms of this Cohabitation Agreement.

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

Signature

EXHIBIT B

Property of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)

1. The following real property, commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address) in \_\_\_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state), including but not limited to all rental income, sales proceeds, warranties, keys, house plans, service contracts, and utility deposits relating to it, and more particularly described as follows: (provide the legal description)

2. All sums of cash in the possession of or subject to the control of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ‘s name or from which \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) has a right to withdraw funds or which are subject to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s (name) control, including but not limited to money on account in the following banks, savings institutions, or other financial institutions: (provide a list of said accounts).

3. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases, mutations, enhancements, interest income, and the proceeds therefrom, and all other rights related to any Keogh plan, profit‑sharing plan, retirement plan, pension plan, annuity, money market investment account, individual retirement account, or like benefit program existing by reason of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)’s past, present, or future employment, including but not limited to: (provide a list)

4. All wearing apparel, jewelry, and other personal effects in the possession of or subject to the control of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) or otherwise owned by him/her as of the date of the execution of this Agreement.

5. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the control of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), as well as all other items otherwise owned by him/her as of the date of the execution of this Agreement.

6. All policies of life insurance, including all cash values and any increases, mutations, enhancements, interest income, and dividend income received therefrom, insuring the life of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) including but not limited to the following: (provide a list)

7. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (year and model) automobile, vehicle identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, together with all prepaid insurance.

8. All other property and property rights set aside to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) under the terms of this Cohabitation Agreement.

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

Signature

EXHIBIT C

Shared Property of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name1) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name2)

1. The following real property, commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address) in \_\_\_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state), including but not limited to all rental income, sales proceeds, warranties, keys, house plans, service contracts, and utility deposits relating to it, and more particularly described as follows: (provide the legal description)

2. All sums of cash in the possession of or subject to the control of both parties together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_‘s name or from which \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) has a right to withdraw funds or which are subject to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s (name) control, including but not limited to money on account in the following banks, savings institutions, or other financial institutions: (provide a list of said accounts).

3. All wearing apparel, jewelry, and other personal effects in the possession of or subject to the control of both parties or otherwise owned by them as of the date of the execution of this Agreement: (provide a list of such personal effects).

4. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the joint control of both parties, as well as all other items otherwise jointly owned as of the date of the execution of this Agreement: (provide a list of such household items).

5. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (year and model) automobile, vehicle identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, together with all prepaid insurance, jointly owned by both parties.

6. All other property and property rights set aside for both parties under the terms of this Cohabitation Agreement.

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

Signature

EXHIBIT D

Liabilities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)

1. All indebtedness due on any separate‑property asset listed in Exhibit A of this Agreement, unless specifically provided herein to the contrary.

2. All obligations of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) specifically referred to in this Agreement.

3. All ad valorem taxes, personal property taxes, and assessments or other charges due or to become due in connection with any asset owned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) as their Separate Property.

4. The balance due, including principal and interest, on all credit cards and charge accounts in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s (name) name that are due and payable as of the date of his execution of this Agreement, together with all amounts that may be due and payable following their execution of this Agreement.

5. All contingent liability of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s (name) that may occur as a result of their partnership interest in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify).

6. All attorney’s fees and other costs incurred by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) connection with the preparation of this Cohabitation Agreement.

7. All foreign, federal, and state income tax liabilities, including all penalties and interest, if any, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) for the year \_\_\_\_\_\_\_ and all prior years.

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

Signature

EXHIBIT E

Liabilities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)

1. All indebtedness due on any separate‑property asset listed in Exhibit B of this Agreement, unless specifically provided herein to the contrary.

2. All obligations of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) specifically referred to in this Agreement.

3. All ad valorem taxes, personal property taxes, and assessments or other charges due or to become due in connection with any asset owned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) as their Separate Property.

4. The balance due, including principal and interest, on all credit cards and charge accounts in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s (name) name that are due and payable as of the date of his execution of this Agreement, together with all amounts that may be due and payable following their execution of this Agreement.

5. All contingent liability of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s (name) that may occur as a result of their partnership interest in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify).

6. All attorney’s fees and other costs incurred by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) connection with the preparation of this Cohabitation Agreement.

7. All foreign, federal, and state income tax liabilities, including all penalties and interest, if any, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) for the year \_\_\_\_\_\_\_ and all prior years.

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

Signature

This page intentionally left blank.

|  |  |  |
| --- | --- | --- |
| **GENERAL INSTRUCTIONS**  If you are planning on getting married, you and your partner may want to consider a Prenuptial Agreement. In the event the marriage were to end, such an agreement that has been created by the two of you would dictate how your assets are divided rather than let it be decided on by the courts and existing law. This agreement allows you and your partner to determine your financial future and protect your assets and estates.  **WHAT IS A PRENUPTIAL AGREEMENT?**  A Prenuptial Agreement is a type of legal contract made between two people before they are officially married under the laws of their state. This contract is designed to set out the financial rights and responsibilities of each partner in the event the marriage is terminated due to divorce, annulment, separation or death. The agreement typically includes a description of the partners' separate and joint assets and the division of such assets. For this document to be valid, both parties must have had sufficient time to consider the agreement and want to enter into the agreement freely and voluntarily.  **WHY YOU SHOULD CONSIDER HAVING ONE** Prenuptial Agreements can give both parties a sense of security when entering into a marriage. It can protect the personal assets of both parties as well as separate the personal assets from the shared assets acquired jointly by the couple. In addition to protecting assets, it can also shield one partner from the debts of the other partner.  The existence of one of these agreements fosters open discussion about how assets, separate and joint, are to be handled in the event the marriage ends. An agreement like this can relieve stress and anxiety about what may occur in the future. If either partner already has children prior to this marriage, a Prenuptial Agreement can be used to provide for such children.  **WHAT YOU CAN INCLUDE**  Prenuptial Agreements typically address the treatment of the partners' separate premarital assets, assets acquired separately during marriage, assets acquired jointly during marriage and the division of those assets. This may include properties, businesses, investments, income and inheritances as well as vehicles, antiques, furniture, jewelry or other valuable items. |  | It is very important that both parties are completely open and honest with each other and fully disclose all assets and liabilities when drawing up a Prenuptial Agreement.  While provisions regarding alimony or spousal support payments may be included in Prenuptial Agreements depending on the laws of the state, provisions regarding child support, child custody or child visitation rights are prohibited from Prenuptial Agreements.  **WHO SHOULD HAVE A PRENUPTIAL AGREEMENT?**   A Prenuptial Agreement is suitable for any couple about to enter into a legal marriage regardless of the couple's financial background, but it is particularly suitable for those who want to have a clearly defined division between their personal assets and joint assets that may be later acquired together during the marriage. They may be especially desirable in the following circumstances:   * If one partner has greater wealth or assets than the other partner. * If one partner has a high amount of personal debt. * If either partner has any children from previous relationships. * If either or both partners previously earned or acquired or will earn or acquire a significant amount of assets and want those assets to remain separate. * If either or both partners expect an inheritance or a high increase in income. * If either or both partners prefer to avoid potential future conflict or confusion regarding division of their assets in the event the marriage ends.   **ARE THEY ALWAYS BINDING?**  In many cases, a Prenuptial Agreement will be honored by the courts and be binding on the partners as long as applicable laws and certain requirements are followed. However, there are circumstances in which these agreements or certain provisions within it are determined to be invalid and unenforceable. For example, if it can be proven that the agreement was signed involuntarily or under duress by one of the partners or signed right before the wedding, then the agreement is likely to be found null and void. Certain terms in the agreement may be discounted if it violates existing law or if either party failed to declare all of their assets during the creation of the agreement. Due to the significant nature of these agreements, it may be beneficial to create these agreements with the help of legal professionals, a different attorney to represent you and your partner. |