**Cohabitation Agreement Form**

**COHABITATION AGREEMENT**

(for Unmarried Partners)

[Delete option clauses as appropriate. Delete the \"Option\" text and this note before printing.

THIS DEED OF AGREEMENT is made the [Enter Day] day of [Enter Month] year [Enter Year]

BETWEEN:

(1) [Enter First Party\'s Name] of [Enter First Party\'s Address] (�the First Party\"); and

(2) [Enter Second Party\'s Name] of [Enter Second Party\'s Address] (�the Second Party\").

WHEREAS:

(a) The Parties live together and wish to enter this Agreement to set out their rights and responsibilities towards each other.

(b) The Parties intend that this Agreement will be legally binding on them.

(c) Each Party enters this Agreement freely and voluntarily and without coercion or pressure from the other Party or anyone else.

1. OWNERSHIP OF THE HOME

The Parties live at the address given above (�the Home�) which is a property purchased in their joint names/in the sole name of the [Enter the Words \"First Party\" or \"Second Party\" as Appropriate] .

2. DIVISION OF PROCEEDS OF SALE OF THE HOME

Where the Home is owned in joint names:

Option 1: The rights and interests of the Parties in the Home and its net proceeds of sale are set out in a Declaration of Trust dated [Enter Date] and are not in any way varied or affected by this Deed.

Option 2: The Parties agree that they shall hold the beneficial interest in the Home as tenants in common; in equal shares

OR

as to [Enter Percentage] % for the First Party and as to [Enter Percentage] % for the Second Party

OR

in the proportions in which they contribute to the purchase of the Home whether by contribution to the purchase price, payment of mortgage instalments and mortgage-linked endowment premiums, or by way of improvements which add to the value of the Home (and if the Parties cannot agree the value of any such improvements the value shall be determined by a valuer appointed by the President of the Royal Institution of Chartered Surveyors).

Where the Home is owned in the sole name of one Party:

Option 3: The Parties agree that they shall hold the beneficial interest in the Home; in equal shares

OR

as to [Enter Percentage] % for the First Party and as to [Enter Percentage] % for the Second Party

OR

in the proportions in which they contribute to the purchase of the Home whether by contribution to the purchase price, payment of mortgage instalments and mortgage-linked endowment premiums, or by way of improvements which add to the value of the Home (and if the Parties cannot agree the value of any such improvements the value shall be determined by a valuer appointed by the President of the Royal Institution of Chartered Surveyors).

Option 4: The Parties agree that the [Enter the Words \"First Party\" or \"Second Party\" as Appropriate] is the sole beneficial owner of the Home and that regardless of contributions to the purchase maintenance or improvement of the Home the other Party is not and will not acquire any beneficial interest in the Home or in its proceeds of sale.

3. CONTENTS AND PERSONAL BELONGINGS

Any household and personal items shall be owned:

Option 1: by the Party who acquired it alone (whether by inheritance, gift, purchase or otherwise).

Option 2: by both Parties equally (regardless of when or by whom it was acquired) unless the Parties expressly agree otherwise in writing. Unless the Parties shall agree otherwise within one month of the date of termination of this Agreement all jointly owned items shall be sold and the net proceeds of sale divided equally between them.

4. BANK OR BUILDING SOCIETY ACCOUNTS

It is agreed that:

Option 1: The Parties do not intend to open a joint account. Each Party shall maintain separate bank or building society accounts and the money in each account will remain his or her separate property.

Option 2: The Parties shall maintain a joint bank or building society account (�The Joint Account�).

The Parties shall pay into the Joint Account sums sufficient to meet their agreed share of common expenses (referred to in clause 5). The money in the Joint Account shall belong to the Parties in equal shares regardless of the actual sums which either of them may have paid into or withdrawn from the Joint Account. Any money in any bank or building society account maintained separately by either Party shall belong to that Party alone.

5. COMMON EXPENSES

Common household expenditure including mortgage repayments, mortgage-linked endowment premiums, ground rent, service charges, rental payments, buildings and household insurance premiums, council or other local taxes, charges for water rates, gas, electricity, telephone, television licence and rental, food, decoration and repairs shall be:

Option 1: paid by the [Enter the Words \"First Party\" or \"Second Party\" as appropriate] alone.

Option 2: shared equally by the Parties.

Option 3: paid as to [Enter Pecentage] % by the first Party and as to [Enter Pecentage] % by the Second Party.

6. VARIATION/TERMINATION

This Agreement shall be varied only by written agreement of the Parties. This Agreement shall terminate by written agreement of the Parties or upon the death or marriage of either one of them or upon the Parties separation for a period exceeding three months following which the Home shall be valued and either sold and the proceeds divided or the Party leaving compensated appropriately in accordance with the provisions of this Agreement.

SIGNED AS A DEED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNED AS A DEED

by the said

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

by the said

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

in the presence of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature

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

Signature

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

Name

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

Name

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

Address

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

Address

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