**Cohabitation Agreement**

This **Cohabitation Agreement** (“Agreement”) is made and entered into on this \_\_\_ day of \_\_\_\_\_\_\_***, 20***, by and between:

**[Your Name]**, hereinafter referred to as “Party A,” and

**[Other Person’s Name]**, hereinafter referred to as “Party B.”

**WHEREAS:**

1. The parties have been residing together since **[Beginning Date]** and wish to establish their respective legal and financial rights and responsibilities during their cohabitation;
2. The parties acknowledge that they are not married, nor shall this Agreement or their cohabitation be construed as creating a marriage under common law or otherwise;
3. Each party affirms that they have fully disclosed their assets, liabilities, and financial circumstances to the other;
4. Each party has had the opportunity to seek independent legal advice prior to executing this Agreement.

**NOW, THEREFORE, the parties agree as follows:**

**1. Support and Palimony**

Each party waives any right to claim palimony, spousal support, or other forms of financial support arising from their cohabitation.

**2. Separate Property and Finances**

a. Each party shall maintain separate bank accounts, income, and assets unless expressly placed in joint names.
b. Neither party shall have access to or claim against the separate accounts or assets of the other.

**3. Jointly Acquired Property**

a. Property purchased in joint names shall be held as **tenants in common**, unless otherwise agreed in writing.
b. Each party shall contribute equally (50%) toward upkeep, taxes, and related expenses.
c. If one party contributes more than their share, the excess contribution shall be reimbursed from sale proceeds and shall accrue interest at the legal rate then in effect.

**4. Estate Rights**

The parties waive any rights against the estate of the other, except for:

* Valid promissory notes executed between the parties;
* Documented excess contributions to jointly owned property;
* Judgments in favor of one party against the other.

Nothing in this Agreement shall prevent either party from making voluntary gifts or bequests to the other through a valid will or estate plan.

**5. Debts and Obligations**

a. Neither party may incur debts or obligations on behalf of the other, except for expenses directly related to jointly owned property.
b. Each party remains solely responsible for debts incurred individually, whether before, during, or after cohabitation.

**6. Individual Assets**

Except for jointly titled property, each party waives any claim to assets acquired by the other before, during, or after the period of cohabitation.

**7. Shared Living Expenses**

The parties agree to contribute to necessary and mutually agreed living expenses as follows:

* **Party A ([Your Name])**: \_\_\_%
* **Party B ([Other Person’s Name])**: \_\_\_%

If one party advances funds to cover the other’s share, amounts up to $1,000 shall be reimbursable. Any excess advances shall be deemed a gift unless otherwise documented by a written promissory note.

**8. Entire Agreement and Amendments**

This Agreement constitutes the entire understanding between the parties. No modification shall be valid unless made in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Cohabitation Agreement on the date first written above.

**[Your Name]**

**[Other Person’s Name]**