COHABITATION [AGREEMENT](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement)
THIS [AGREEMENT](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) (the “[Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement)”) made this\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“AAA”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“BBB”) both hereinafter collectively referred to as "the parties".
RECITALS
WHEREAS, the parties represent that neither of them is presently married, nor do either of them have any present intention of marrying; and
WHEREAS the parties are presently residing with each other at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have been doing so since \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and intend to continue living together in this arrangement;
WHEREAS, the parties by this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) intend to define their financial rights and responsibilities with respect to each other while they live together.
WHEREAS, the parties represent that each has a satisfactory understanding of the nature and approximate value of their own and the other's presently existing assets, liabilities and income, and freely and voluntarily waive any right they may have to obtain a more complete and accurate disclosure of the other's said assets, liabilities and income; and
WHEREAS the parties each acknowledge that they enter into this [agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) voluntarily, without any duress or undue influence, and that each has had the opportunity to consult with counsel of his/her choice
NOW, THEREFORE, in consideration of the foregoing and intending to be [legal](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement)ly bound hereby, the parties mutually agree as follows:
PURPOSE
The parties to this [agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) wish to live together in an unmarried state. The parties intend to provide in this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) for their property and other rights that may arise because of their living together. Both AAA and BBB currently own certain real or personal property, individually as mentioned on the Exhibits A and B attached to this [agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement). Both AAA and BBB plan to acquire additional assets in the future, and they wish to make a clear record of their intents with respect to the control, management and operations of their properties and debts. Now the parties wish to set forth in this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) their respective rights in and to all property either owned and in and to all property that may be acquired by either or both of them, in the event of separation, or on the death of one of the parties.
EFFECTIVE DATE OF THIS [AGREEMENT](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement)
This [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) shall become effective and binding as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ , and shall continue until they no longer live together or until the death of either party.

SEPARATE PROPERTY
AAA and BBB shall separately retain all rights in the property which he or she now owns, or may own or acquire separately in future including all appreciation, as well as any income acquired separately in the future ("Separate Property"). Complete lists of each Party’s Separate Property are attached to this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) as Exhibits A and B. Separate property shall also include gifts or inheritances one party receives from a third party. AAA and BBB shall have the unrestricted right to dispose of such Separate Property, free and clear of any claim and with the same effect as if no marriage had been consummated between them.
JOINT PROPERTY
All property not specifically deemed Separate Property will be considered Joint Property of AAA and BBB (“Joint Property”). In the event if AAA and BBB become separated or [divorce](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement)d, or upon the death of a party, all Joint Property will be deemed to be owned in the following manner:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
PAYMENT OF EXPENSES
AAA and BBB agree that their expenses shall be paid as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
WAIVER OF RIGHTS
AAA and BBB hereby mutually waive, release and relinquish any and all right, title or interest whatsoever, whether arising by common law or present or future statute of any jurisdiction or otherwise, in the Separate Property and probate estate of the other, including but not limited to distribution in intestacy, the right of election to take against the will of the other, and any right to dower, courtesy, statutory allowances, and spousal support. Such waiver, release and relinquishment shall not apply and is not effective with respect to any rights or entitlements a party may have as a surviving spouse under the Social Security laws or with respect to any other governmental benefit or governmental program of assistance.
ALIMONY OR SUPPORT
AAA and BBB hereby specifically agree that neither shall make any claim for or be entitled to receive any money or property from the other in the form of alimony, spousal support, or maintenance in the event of separation, annulment, dissolution or any other domestic relations proceeding of any kind or nature, and each of the parties waives and relinquishes any claim for alimony, spousal support or maintenance, including, but not limited to, any claims for services rendered, work performed, and labor expended by either of the parties during any period of cohabitation prior and during the entire length of the cohabitation. The waiver of spousal support shall apply to claims both pre and post-judgment.
ERISA RIGHTS
AAA and BBB specifically waive any right, whether created by any statute or otherwise, to pension, profit-sharing, or other retirement benefits earned by or credited to toe other, including, but not limited to, any joint or survivorship rights and any right which might arise in the event of the parties' separation.
RIGHT TO CONTEST
Nothing contained under this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) shall limit the right of any party to contest any domestic relations suit between the parties or to file a countersuit against the other party. However, in any hearing on such suit, neither party shall maintain any claim or demand whatsoever against the other for property, suit money, [attorney](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) fees and costs which is either inconsistent with or not provided for in this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement).
ENTIRE [AGREEMENT](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement)
This [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) sets forth the entire [agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) between the parties with regard to the subject matter hereof. All prior [agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement)s, covenants, representations, and warranties, expressed or implied, oral or written, with respect to the subject matter hereof, are contained herein. All prior or contemporaneous conversations, negotiations, possible and alleged [agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement)s, representations, covenants, and warranties, with respect to the subject matter hereof, are waived, merged, and superseded hereby. This is an integrated [agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement).
BINDING ON SUCCESSORS
Each and every provision hereof shall inure to the benefit of and shall be binding upon the heirs, assigns, personal representatives, and all successors in the interest of the parties.
SEVERABILITY
In the event any provision of this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) so as not to cause the invalidity or unenforceability of the remainder of this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement). All remaining provisions of this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement)shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
MODIFICATION
This [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) may be modified, superseded, or voided only upon the written [agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) of the parties. Further, the physical destruction or loss of this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) shall not be construed as a modification.

ACKNOWLEDGEMENTS
Each party acknowledges that he or she has had an adequate opportunity to read and study this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement), to consider it, to consult with [attorney](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement)s individually selected by each party, without any form of coercion, duress or pressure. Each party acknowledges that he or she has examined the[Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) before signing it, and has been advised by independent [legal](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) counsel concerning the rights, liabilities and implications of this document.
GOVERNING LAW
Without regard to the location of any property affected by this [agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement), this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) shall be interpreted and enforced under the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
IN WITNESS WHEREOF, the parties hereto have signed this [Agreement](https://www.findforms.com/single_example.php/example/160/Free_Cohabitation_Agreement) on the date set forth below.
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_
AAA's Signature Date
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_
BBB's Signature Date

WITNESS
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
On this \_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who signed and executed the foregoing instrument in their authorized capacity.
My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Notary Public