**Cohabitation Agreement**

***Prenup Cohabitation Agreement Template***

This pre-marital agreement is made on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ (Month), \_\_\_\_\_ (Year) by and between

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

**AND**

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

Whereas the parties aim to get married under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and hope to set forth in advance of their wedding the rights and constitutional rights that each will have in the belongings of the other in the occasion of death, separation, or other situation which results in the cancellation of their marriage;

Whereas the parties have made to each other a full and complete revelation of their property, as set forth in Exhibits 1 and 2 to this agreement.

Whereas both parties have been symbolized by self-governing guidance of their own choosing, and whereas both parties have received a full and complete clarification of their legal rights, the consequences of entering into this pre-marital agreement, and the rights they would hold were it not for their intentional entry into this agreement; and

Whereas both parties recognize that they have read and comprehend this agreement, have not been subjected to any form of compulsion, threats, or intimidation, and consider this agreement to be fair and to symbolize their targets with reference to their assets and to any property that shall result from their marriage.

The parties hereby agree as follows:

1. Each party shall individually keep hold of all of his or her rights in his or her separate belongings, as spelled out in this agreement, free and clear of any claim of the other party, without regard to any time or effort devoted during the time of the marriage in the preservation, organization, or enhancement of that separate property.
2. At all times, the parties shall entertain the full right and power with regard to their individual property as each would have had if not married, together with but not limited to the right and authority to use, sell, entertain, manage, gift and express the separate property. Both parties make agreement to carry out any documentation required to allow the other to exercise these rights, provided the act of executing the documentation does not force them any lawful or monetary liability for the separate property of the other.
3. The parties agree that each shall be responsible for any tax obligations linked with their separate property.
4. The parties agree that neither shall contest the validity or provisions of any will, account, trust agreement, or other instrument performed by the other which disposes of his or her separate property or which generates any interest therein in another. To the degree that such an action would create any right or interest in the individual property of the other, both parties hereby give up any right in the property of the other, whether created by ruling or ordinary law, including but not limited to any right to make a decision against the determination of the other, or to take an intestate share of the other's property. The wife hereby surrenders any dower interest in the husband's individual property, and the husband hereby doesn’t claim any civility interest in the wife's individuality property.
5. In the event of severance or divorce, the parties shall have no right against each other for splitting up of property accessible of this date.
6. Both parties recognize that they have enough education and job skills to tolerably give for their own support, and hereby give up any claim to spousal support (alimony) apart from in the event that:
   1. One of the parties undergoes therapeutic disability and the other remains both in employment and bodily able, in which case the disabled party may receive sensible spousal support dependable with state law until such time as the disability is set on, or the other spouse gives up work or becomes disabled from working, either by agreement or by legal willpower;
   2. The parties jointly make agreement that one of the parties shall lessen his or her work hours, or shall withdraw from working, in order to care for any children born during the time of the marriage, in which case, the children will be the wife and the husband gives up any interest in the Children. And will not pay any support.
7. In the event of severance or divorce, marital property obtained after marriage shall remain issue of division, either by agreement or by legal willpower.
8. This agreement shall be obligatory and inure to the advantage of the parties, their heirs, assigns, and legal representatives.
9. Without regard to the position of any property exaggerated by this agreement, this agreement shall be understood and imposed under the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_. In the event that any portion of this agreement shall be held unacceptable or unenforceable, it is the intention of the parties that all requirements of this agreement be regarded as distinguishable, and that all remaining provisions stay in full power and effect. It is additionally the wish of the parties that all provisions of this agreement be considered as proof of their meanings by any court, judge, intermediary, or other power which seeks to split their property, and that their intentions are esteemed whatever the legal status of this agreement or any of its terms.
10. This Agreement and the displays attached hereto contain the whole agreement of the parties. This Agreement may only be modified by a written document properly carried out by both parties.

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

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*Fiance*

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

*Fiancee*

**Signed in the Presence of:**

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

*Witness*

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

*Witness*