**[Cohabitation Agreement](http://www.allgoodlawyers.com/formsview.asp?key=1056)**

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| **Date :** | 5/9/2009 |  |
| **State:** | All States |
| **Category:** | [Cohabitation](http://www.allgoodlawyers.com/legal-forms-search.asp?Category=Cohabitation) |

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| Top of Form   |  | | --- | | [**Cohabitation Agreement**](http://www.allgoodlawyers.com/formsview.asp?key=1056)  1. Parties. [Name], residing at [address], and [name], residing at [address], will cohabit at [address] from and after the date of this Agreement. At the time of this Agreement, both parties are unmarried and of legal capacity to make a contract.  2. Consideration. The consideration for this Agreement is the mutual promises made herein and the parties living together and sharing their property as hereinafter provided.  3. Financial Arrangements.  a. Common Expenses. Each party will pay ---------- percent (----------%) of the cost of the rent [or, mortgage, taxes, and insurance], maintenance, food, utilities, and household provisions needed and incurred by them during their cohabitation.  b. Personal Expenses. Each party will keep his [or her]funds and bank accounts separate from the other's.  4. Property Acquired Before Cohabitation. Each party will maintain separate control and title to or interest in any property, real or personal, owned by him or her as of the date of this Agreement.  5. Property Acquired During Cohabitation. Control and title to any property, real or personal, acquired during cohabitation will be maintained separately by the party whose funds paid for the acquisition of such property or the party who acquired such property by legacy, bequest, gift, or operation of law. If both parties paid for the property, each will own it to the extent of his [or her] contribution.  6. Gifts. Any gifts given to the parties jointly during their cohabitation will be their mutual property.  7. Children.  a. From Previous Marriages or Cohabitation. If either or both of the parties have children from prior relationships, support will be provided for those children by [particular arrangements, e.g., support from or by former spouses].  b. Children Born During Present Cohabitation. Unless stated or agreed to be otherwise, children born during this cohabitation, or within nine months after this cohabitation ends, will be considered the children of both parties. Both parties will provide equal support for these children [or specify percentage of support to be provided by each party]. Should the parties terminate their cohabitation, they will determine, at that time, who will have custody of their children.  8. Debts. Each party will be solely responsible for his [or her] own debts incurred prior to or during cohabitation. Debts incurred jointly will be paid jointly.  9. Dissolution. If the parties terminate their cohabitation, they will divide their property in accordance with the provisions hereof.  10. Death. Both parties have executed [or, will execute] a will prior to [or, promptly after] the beginning of their cohabitation under this Agreement. Such wills set forth [or, will set forth] the disposition to be made of each party's property if he or she dies.  [dated] [signatures of parties]  [Acknowledgment] |   Bottom of Form |