

PROPERTY SEPARATION COHABITATION AGREEMENT

This Cohabitation Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date") by and between [PARTNER 1 FULL LEGAL NAME], residing at [PARTNER 1 CURRENT ADDRESS] ("Partner 1"), and [PARTNER 2 FULL LEGAL NAME], residing at [PARTNER 2 CURRENT ADDRESS] ("Partner 2"), each a "Party" and together the "Parties."

1. Recitals

- A. The Parties are two adult individuals who are not married to each other or to any other person.
- B. The Parties have cohabited, or intend to cohabit, beginning on or about , at [ADDRESS OF THE SHARED RESIDENCE] (the "Shared Residence").
- C. The Parties wish to define in writing their respective property, financial, and support rights and obligations arising from their cohabitation, to avoid ambiguity during the relationship and to provide for an orderly separation should the relationship end.
- D. The Parties have each had the opportunity to review this Agreement, to ask questions, and to consult independent legal counsel of their choosing. Each Party represents that such opportunity has been afforded.
- E. Consideration for this Agreement consists of the mutual promises and covenants set forth herein, which are independent of, and do not include, any promise, act, or expectation of a sexual nature. Any portion of this Agreement that could be construed to rest on meretricious consideration shall be severed and disregarded; the balance shall be enforced.

2. Intent of the Parties

The Parties intend that:

- (a) each Party's earnings, income, accumulations, and acquisitions during cohabitation shall remain the **separate property** of the Party who earns or acquires them;
- (b) neither Party shall acquire any interest in the property of the other by reason of cohabitation, contribution of services, or expectation of an ongoing relationship;
- (c) this Agreement shall not create a marriage, common-law marriage, civil union, domestic partnership, joint venture, partnership, or agency relationship;
- (d) this Agreement shall govern the Parties' financial relationship to the fullest extent permitted by the law of the State of [STATE].

3. Financial Disclosure

Each Party acknowledges receipt of the following disclosures from the other and confirms that these disclosures are fair and reasonable.

Partner 1 ((PARTNER 1 FULL LEGAL NAME))

- Occupation:
- Approximate annual income: \$0.00
- Approximate total assets: \$0.00
- Approximate total liabilities: \$0.00
- Material assets:

Partner 2 ((PARTNER 2 FULL LEGAL NAME))

- Occupation:
- Approximate annual income: \$0.00
- Approximate total assets: \$0.00
- Approximate total liabilities: \$0.00
- Material assets:

Each Party represents that the foregoing disclosure is true and complete in all material respects and that no material asset, income source, or liability has been concealed.

4. Separate Property

All property owned by a Party prior to cohabitation, and all property acquired by a Party during cohabitation by that Party's earnings, inheritance, gift from a third party, or exchange for separate property, shall remain that Party's sole and separate property, free from any claim, lien, or interest of the other Party.

5. Household Expenses

The Parties shall share routine household expenses as follows: **Equal Split**.

Contributions to household expenses shall not create any ownership interest, reimbursement right, or claim by either Party against the property of the other, except as expressly provided herein.

6. Shared Residence

The Shared Residence is owned solely by Partner 1. Partner 2 occupies the residence as a licensee of Partner 1 and acquires no legal, equitable, or possessory interest in the property by reason of cohabitation,

contribution to expenses, or improvements.

7. Debts

Each Party shall be solely responsible for debts incurred in that Party's own name, whether before or during cohabitation, and shall indemnify, defend, and hold harmless the other from any claim by a creditor arising from such debt. Neither Party shall incur debt in the name or on the credit of the other without express written authorization.

8. Joint Bank Account

The Parties shall not maintain any joint bank, brokerage, or credit account, and neither Party is authorized to act as agent for the other in financial transactions.

9. Gifts Between the Parties

Gifts from one Party to the other shall belong solely to the recipient and shall not be subject to return upon separation.

10. Separation and Termination

Either Party may terminate the cohabitation arrangement at any time by giving the other Party 30 days' written notice. Upon termination:

- (a) each Party shall promptly retrieve that Party's separate property;
- (b) any jointly-held property shall be divided in accordance with Section 6 and applicable law;
- (c) shared debts, if any, shall be allocated in proportion to the Parties' contributions or, absent agreement, by the dispute-resolution method in Section 14;
- (d) the Parties shall cooperate in good faith to effect an orderly separation.

11. Support — Waiver

Each Party hereby **waives and releases** any and all claims for alimony, palimony, support, maintenance, reimbursement for services rendered, or any similar financial claim against the other Party, whether based on express contract, implied contract, quantum meruit, resulting or constructive trust, equitable partnership, joint venture, *Marvin v. Marvin* (18 Cal. 3d 660 (1976)) or analogous doctrines, or any other theory. This waiver is knowing, voluntary, and supported by the mutual promises in this Agreement.

12. Estate and Beneficiary Designations

Each Party waives any and all claims against the estate of the other Party, including claims as heir, beneficiary, or elective-share claimant. Nothing in this Agreement prevents either Party from making a

voluntary gift or bequest to the other by will, trust, or beneficiary designation.

13. Children

The Parties have no common children. If the Parties later have a child together, this Agreement shall not limit the rights and obligations of the Parties or of any child under applicable law.

14. Dispute Resolution

The Parties shall first attempt to resolve any dispute by good-faith mediation administered by a mutually selected neutral mediator. Any dispute not resolved by mediation shall be finally resolved by **binding arbitration** administered by JAMS or the American Arbitration Association under its applicable rules. Judgment on the award may be entered in any court of competent jurisdiction.

16. General Provisions

Governing Law. This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws principles.

Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force, and the invalid provision shall be reformed to the maximum extent permitted.

Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior oral and written agreements and understandings.

Amendment. This Agreement may be amended only by a writing signed by both Parties.

No Waiver. No waiver of any breach shall be deemed a waiver of any subsequent breach.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, including by electronic signature pursuant to the federal E-SIGN Act (15 U.S.C. § 7001 et seq.).

17. Acknowledgments

Each Party represents that: (a) they are 18 years of age or older and of sound mind; (b) they have read this Agreement carefully and understand its terms; (c) they sign voluntarily, free from duress or undue influence; (d) they have received fair and reasonable financial disclosure from the other Party; and (e) they have had the opportunity to consult independent counsel.

Signatures

Partner 1

PRINTED NAME

SIGNATURE

DATE

Partner 2

PRINTED NAME

SIGNATURE

DATE

Notary Acknowledgment

State of [STATE] County of _____

On this _____ day of _____, 20, before me personally appeared [**PARTNER 1 FULL LEGAL NAME**] and [**PARTNER 2 FULL LEGAL NAME**], proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same voluntarily.

Notary Public: _____ My commission expires: _____

[NOTARY SEAL]