

State of New York

Rev. 1346358

COHABITATION AGREEMENT

This Cohabitation Agreement (this "Agreement") is entered into on this 31 day of May, 2021, by and between _____ (hereafter referred to as "_____") and _____ (hereafter referred to as "_____") (each, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, in contemplation of residing together, the parties wish to enter into this Agreement, in order to fix, limit and determine any rights, interests and claims that may accrue to each of them in the property and estate of the other as a result of their intended period of living together, and agree to accept the provisions of this Agreement in lieu of and in full discharge, settlement and satisfaction of any and all rights, interests, and claims that each might otherwise have and acquire under the law but for this Agreement;

WHEREAS, the consideration for this Agreement is the mutual promises of the Parties as stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the Parties mutually agree as follows:

1. **Purpose.** The Parties currently reside together at _____, _____, _____, _____, although there is currently no intention or agreement to marry or be married.

2. **Current Circumstances.** With respect to current circumstances:

A. _____ has no children.

B. _____ has no children.

C. No "Common Law" or Similar "Marriage-like" Relationship Created. The parties do not intend by this Agreement to create any rights or obligations that might be akin to a "common law" or other marriage-like relationship.

D. The Parties wish to establish their respective rights and responsibilities regarding each other's income and property, as well as any income and property that may be acquired, either separately or together, during the period of cohabitation.

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E. The Parties intend for the distribution and characterization of any property that either or both of them may own or acquire during the period of cohabitation shall be governed by the terms of this Agreement, and this Agreement alone, upon the event of dissolution, whether by choice or by death.

3. **Effective Date.** This Agreement will be effective on May 31, 2021 (the "Effective Date"), the approximate date when the Parties' cohabitation began or will begin. If the Parties do not begin living with each other by such date, this Agreement will be null and void and its provisions unenforceable.

4. **Disclosure.** The Parties hereby acknowledge that they have each made a full and complete disclosure to each other of all of their financial assets and liabilities.

A. They further acknowledge that they have received a full and complete disclosure of the other Party's financial assets and liabilities. Each Party hereby waives any future rights to additional disclosure, unless otherwise agreed to in writing.

B. The Parties represent and warrant to each other that they have, to the best of their ability, made a fair and reasonable disclosure of the nature and extent of their property, including values and financial obligations, and that the disclosure includes but is not limited to the properties and liabilities set forth in this Agreement.

5. **Legal Representation.** Each Party acknowledges that they have had the chance to consult with an attorney or other expert of their own choice in the negotiation, preparation, explanation and execution of this Agreement, or has voluntarily chosen to forego consultation with such an attorney or other such expert. Each Party admits they are entering into this Agreement freely and voluntarily, and that neither fraud nor duress induced the Party into consenting to this Agreement.

6. **Separate Property.** With respect to Separate Property (as defined herein):

A. _____ does not own any real and/or personal property.

B. _____ does not own any real and/or personal property.

C. The Parties acknowledge that all such property described in this Section will be treated as property owned solely by either one of the Parties (the "Separate Property") unless there is proof of shared legal ownership upon dissolution of the relationship. As of the date of this Agreement, the Parties do not jointly own any property or claims to property, nor does any sort of partnership exist between the Parties, except as provided otherwise herein.

D. Except as provided elsewhere in this Agreement, all property hereafter acquired by a Party by gift, devise, bequest, or inheritance and all earnings and income of each Party, including any appreciation

in the value of Separate Property, will remain as that Party's Separate Property, respectively, and will not be subject to division on termination of the relationship.

7. Shared Property. All jointly acquired property, however and whenever acquired, shall remain the property of and be owned by both Parties and will be treated as shared property ("Shared Property"), including any property listed in the attached Exhibit C, which is attached to and incorporated into this Agreement by reference.

Nothing in this Agreement will prevent any gift from one Party to the other, so long as such gift is evidenced in writing signed by both Parties.

8. Division of Shared Property. In the event the Parties' relationship dissolves, including the death of a Party, _____ will be entitled to _____ of the net equity of the Shared Property and _____ will be entitled to _____ of the net equity of the Shared Property, unless the Parties have agreed otherwise in writing.

9. Debts. The Parties do not intend to prejudice the rights of preexisting creditors by entering into this Agreement.

A. All liabilities and obligations (contingent and absolute) listed in Exhibit D of this Agreement, which is attached to and incorporated into this Agreement by reference, are stipulated and agreed to be the debts and liabilities of _____.

B. _____ agrees that all the liabilities and obligations listed in Exhibit D of this Agreement, which is attached to and incorporated into this Agreement by reference, are enforceable against and must be discharged solely from the property of _____, and are not enforceable against or dischargeable from the property of _____. _____ agrees to indemnify and hold _____ harmless from all such liabilities and to defend _____ from any claims made against his/her property.

C. All liabilities and obligations (contingent and absolute) listed in Exhibit E of this Agreement, which is attached to and incorporated into this Agreement by reference, are stipulated and agreed to be the liabilities of _____.

D. _____ agrees that all those liabilities and obligations listed in Exhibit E of this Agreement, which is attached to and incorporated into this Agreement by reference, are enforceable against and must be discharged solely from the property of _____, and are not enforceable against or dischargeable from the property of _____. _____ agrees to indemnify and hold _____ harmless from all such liabilities and to defend _____ from any claims made against his/her property.

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E. If a Party is unable to pay his/her debts or liabilities and the other Party pays said debt or liability on behalf of such Party, the paying Party will not have a right of reimbursement from the estate of the nonpaying Party. The payment of any such debt or liability will be deemed to be a gift by the paying Party to the nonpaying Party.

F. All debt acquired solely in one Party's name, even after the Effective Date of this Agreement and period of cohabitation, shall be deemed the sole and separate debt of said Party, unless otherwise agreed to in writing.

G. In the event the Parties' relationship dissolves, including the death of a Party, _____ will be responsible for _____ of the Parties' shared debts and obligations, and _____ will be responsible for _____ of Parties' shared debts and obligations, unless the Parties have agreed otherwise in writing.

10. Obligations to Other Party's Children. If either Party voluntarily pays or advances any money for the educational or other expenses of the other Party's child or children, no obligation of indemnification or reimbursement from the receiving Party will arise unless an explicit written understanding to indemnify or reimburse is executed contemporaneously with the payment or advance.

11. Parent-Child Relationship. If the Parties have any children with each other, this Agreement will not affect the rights of such child or children to receive support from either or both Parties.

12. Boarder.

13. Support. Each party waives the right to receive financial support, other assistance, or any "palimony" payments from the other party during the Parties' cohabitation prior to or after execution of this Agreement, or on termination of the cohabitation of the Parties, or at any time thereafter. The Parties rely upon the law of contract to govern in respect of this issue. No change in circumstances, including living expenses, career changes, or disability, shall entitle either Party to claim support from the other.

14. Household Account. With regards to shared living expenses:

A. _____ agrees to pay _____ of the shared living expenses while cohabitating and _____ agrees to pay _____ of the shared living expenses while cohabitating.

B. Expenditures for living expenses or for the common benefit will be made from a joint account, wherein each Party shall deposit the percentage stated above. Neither Party may draw on the joint account for any purpose other than living expenses, unless otherwise agreed to in writing. Each Party must keep the other informed of all withdrawals.

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C. To the extent the Parties elect to open and maintain one or more joint bank accounts, each Party will have an undivided one-half interest in the funds on deposit in the account(s) as their Separate Property, unless otherwise agreed to in writing.

D. Each Party will have an undivided one-half interest in all assets acquired with any funds from a joint bank account as their Separate Property, unless otherwise agreed to in writing.

E. If either Party dies, all funds remaining in any joint bank account(s) will be the sole and Separate Property of the surviving Party.

15. **Waiver of Rights.** Each Party acknowledges that they have had ample time and opportunity to investigate the property rights of each other.

A. Each Party hereby voluntarily and expressly waives any right to further disclosure of the property, debts, or other financial obligations of the other Party, beyond the disclosures attached to this Agreement or exchanged separately and in furtherance of inquiries to respective property rights.

B. Each Party agrees that they may be waiving rights to which they are otherwise entitled under either the laws of their state, other states or the Federal government including property rights, the laws of inheritance, and the laws of the family code. Indeed, each Party hereby desires and requests that any laws of any state or Federal government that may otherwise apply to them do not apply to the extent allowed by law.

16. **Estates and Testamentary Disposition.** With regards to estates and testamentary dispositions:

A. Nothing in this Agreement shall impede the right of either Party to name the other as a beneficiary by will or other testamentary disposition.

B. Each Party agrees to accept the provisions of any last will and testament and codicils that may be in effect at the time of either Party's death in full settlement and satisfaction of any and all interest that he or she, as the cohabitant, might have to the decedent Party's estate.

17. **Termination and Amendment.** With regards to termination and amendments:

A. This Agreement may only be amended by the Parties in writing, signed by both of them and notarized under oath.

B. This Agreement shall be terminated upon Separation of the Parties. Separation of cohabitation may be defined under the case law in the jurisdiction of the governing law.

C. This Agreement shall terminate upon marriage of the Parties to each other.

D. This Agreement shall terminate upon their cohabitation with or marriage to any other party.

E. Following termination of this Agreement, the Parties may agree to continue to abide by the terms of this Agreement concerning property, earnings, joint accounts, and debts, or either may elect in writing, signed by both parties, within _____ days following termination of this Agreement, to have such property, earnings, joint accounts, and debts divided according to each's interest therein under the terms of this Agreement. In the event of such an election, any debts incurred at or subsequent to the termination of this Agreement shall be the sole and separate obligation of the Party incurring the debt.

18. **Governing Law.** The laws of the State of New York, without regard to its conflict of laws provisions, will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

19. **Severability.** If any provision of this Agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable, and the provision found to be unenforceable shall be severable from the other provisions of this contract without affecting the enforceability of the remainder of the document.

20. **Fiduciary Duty.** Each Party, upon execution, promises to act in good faith and to deal fairly with the other Party, including in the management of their joint property and/or accounts in acting under the terms of this Agreement.

21. **Enforceability.** With regards to enforceability:

A. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

B. This Agreement binds and inures to the benefit of the Parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

C. This Agreement may be enforced by suit in law or equity by either of the Parties or by their heirs, executors, attorneys, or assigns.

22. **Attorney's Fees.** If either Party brings an action or other proceeding to enforce this Agreement or to enforce any judgment or order made by a court in connection with this Agreement, the prevailing Party will be entitled to recover reasonable attorney's fees and other necessary costs from the other Party. If either Party files a declaratory judgment proceeding to determine the enforceability of this Agreement, neither Party will be entitled to an award of attorney's fees unless a Party successfully challenges the validity of this Agreement, in which event the court will have the authority to award attorney's fees. If

either Party seeks to invalidate some or all of this Agreement or seeks to recover property in a manner at variance with this Agreement, the successful Party will be entitled to recover reasonable attorney's fees and other necessary costs from the other Party.

23. **Headings.**The section headings herein are for references purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

24. **Incorporation of Exhibits.** All Exhibits to this Agreement are hereby fully incorporated into this Agreement as though fully set forth verbatim.

25. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

26. **Acknowledgment.** The Parties acknowledge that they have been informed of their legal rights, have been given an adequate amount of time to consider entering into this Agreement, have read and understand this Agreement, agree with the contents of this Agreement and believe it to be fair, have not been pressured or coerced into signing this Agreement and have chosen to freely and voluntarily enter into this Agreement.

27. **Copies.** This Agreement shall be executed in duplicate, any copy of which shall be deemed an original for all purposes.

28. **Miscellaneous.** _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Signature

Name

Signature

Name

NOTARY ACKNOWLEDGEMENT

State of _____)
_____) (Seal)

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County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by the undersigned, _____, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature

Notary Public

My Commission Expires: _____

State of _____)

County of _____)

(Seal)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by the undersigned, _____, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature

Notary Public

My Commission Expires: _____

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EXHIBIT A

____ INITIALS _____ INITIALS
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EXHIBIT B

PREVIEW

____ INITIALS _____ INITIALS
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EXHIBIT C

PREVIEW

EXHIBIT D

____ INITIALS _____ INITIALS
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EXHIBIT E

____ INITIALS _____ INITIALS
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GENERAL INSTRUCTIONS

WHAT IS A COHABITATION AGREEMENT?

A Cohabitation Agreement is a written contract used by unmarried couples who live together that describes their financial obligations during the relationship and after it ends.

As a reference, a Cohabitation Agreement is known by other names:
Common Law Partner Agreement; Living Together Agreement; Cohabitation Agreement for Unmarried Partners; No-Nuptial Agreement.

In particular, the agreement addresses:

- **Separate Property:** what happens to property you acquired before the relationship if on of you passes away unexpectedly
- **Joint Property:** how jointly owned property and property acquired during the relationship will be divided if you no longer remain a couple.
- **Shared Expenses:** how living expenses will be shared.
- **Clear Expectations:** any other financial or general expectations you want to put in writing before moving in together

WHY YOU SHOULD CONSIDER HAVING ONE

A Cohabitation Agreement is commonly use when an unmarried couple decides to start living together. Because the law generally grants no legal status to cohabitating couples who are not married or civil partners, a cohabitation agreement is a way to determine the partners' rights and obligations during the course of the relationship and afterwards. Nine states, however, do allow you to create an informal or "common law" marriage if the following three apply:

1. You both agree to be married
2. You both live together as a married couple after agreeing to be married
3. You hold yourselves out to the public as a married couple

WHAT YOU CAN INCLUDE

A simple Cohabitation Agreement should generally have at least the following:

- **Effective Date:** when does the agreement take effect
- **Full Disclosure:** you must agree that, before signing the agreement, you both had the opportunity to examine your partner's financial situation, including net worth, assets, holdings, income, and liabilities
- **Independent Legal Advice:** the courts will only uphold the agreement if you both had the opportunity to consult with qualified legal counsel before signing the agreement
- **Agreement on Payment of Expenses:** before moving in together, decide how the rent or mortgage payments, utilities, groceries, and other regular expenses are going to be divided
- **Lists of Separate and Joint Property:** list property you acquired before becoming a couple and want to keep as **separate property** - including financial assets, household goods, vehicles, and other items. Similarly, list property owned **jointly with your partners** as joint property, which will be divided between the two of you upon death or separation.
- **Effect of Separation or Death:** Any property that is listed as "separate" in the Cohabitation Agreement generally will not be divided with the other person if a death or separation occurs. In contrast, any property listed as "joint" will be shared with the other person. If you want your partner to have inheritance rights, you should clarify this wish in a will.

CONSEQUENCES OF NOT USING IT?

Without a Cohabitation Agreement, you could be forced to assume the debts of your partner if you split up. That means you could be on the hook not only for outstanding rent and utility payments but also debts relating to household goods and personal items. A Cohabitation Agreement can also help ensure that any assets you acquired prior to the relationship **stay in your possession** if the relationship ends.

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What is the name of the first party?

What is the name of the second party?

Do the parties currently live together?

Yes

No

Children

Do the parties have any children from previous relationships?

First party

Second party

Both parties

No

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First Party's Separate Property

Does the first party own any separate property such as real property, personal effects, household items, etc.?

Yes

No

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Why would I list my real or personal property?

You can list property you acquired before becoming a couple that should be treated as separate property - including financial assets, household goods, vehicles, and other items. Any property that is listed as "separate" in the Cohabitation Agreement will not be divided with the other person if a death or separation occurs.

Second Party's Separate Property

Does the second party own any separate property such as real property, personal effects, household items, etc.?

Yes

No

Shared Property

Do the parties presently own any real or personal property together that they want to specify as "shared property" in this document?

Yes

No

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What is shared property?

Your shared property, also known as joint property, is property that is jointly owned by both parties. These will be divided between both parties upon death or separation.

First Party's Separate Debts

Does the first party have any existing debt or obligations?

Yes

No

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Do I need to list my separate debts?

Although not required, listing your debts allows you to clearly detail who is responsible for which debts.

Without a Cohabitation Agreement, you could be forced to assume the debts of your partner if you split up. For example, in California, domestic partners are legally considered financially responsible for the debt of the other during the relationship and at its end, just like spouses. That means you could be on the hook for outstanding rent and utility payments, as well as debts related to your partner's household goods and personal items.

Second Party's Separate Debts

Does the second party have any existing debt or obligations?

Yes

No

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Do I need to list my separate debts?

Although not required, listing your debts allows you to clearly detail who is responsible for which debts.

Without a Cohabitation Agreement, you could be forced to assume the debts of your partner if you split up. For example, in California, domestic partners are legally considered financially responsible for the debt of the other during the relationship and at its end, just like spouses. That means you could be on the hook for

outstanding rent and utility payments, as well as debts related to your partner's household goods and personal items.

Shared Debts

If one party pays the debts of the other party, will this be treated as a gift?

Yes

No

In the event that the parties' relationship dissolves, how will the shared debt be divided?

First party's percentage:

Second party's percentage:

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What is shared debt?

Typically, shared debt occurs as a result of a joint purchase that is secured by a joint loan for items like a vehicle or home.

Household Account

Do you want to include how much each party will contribute for household expenses?

Yes

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How much should each party contribute to a household account?

Shared living expenses can be divided with each party paying different percentages or dollar amounts, depending on the situation.

Additional Provisions

Do you want to specify any third party that will be permitted to live with the parties?

Yes

No

Do you want to include any additional provisions?

Yes

No

Waiver of Rights

Disclaimer: By entering into this agreement, both parties are waiving the rights to claim any rights given by your state's cohabitation laws.

We both waive our rights to claim any rights given by our state's cohabitation laws.

Termination Date

Will this agreement end upon either party's death?

Yes

No

Will this agreement end when both parties stop living together?

Yes

No

Will this agreement end when one party breaches any part of this agreement?

Yes

No

Will this agreement end when one party sends a written notice to the other party?

Yes

No

How many days after the termination must the parties arrange their assets?

Governing Law

Which state's laws will apply to this agreement?

Governing Law

Which state's laws will apply to this agreement?

New York ▼

Date

What is the date of this agreement?

This is the date the agreement will be signed.

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Navigate forward to interact with the calendar and select a date. Press the question mark key to get the keyboard shortcuts for changing dates.

What is the effective date of this agreement?

This is the date the terms of the agreement will be effective.

- Same as the signing date
- A different date