COHABITATION AGREEMENT

1. 1. Parties and Purpose

This Cohabitation Agreement (the "Agreement") is made on [EFFECTIVE DATE] between [PARTNER ONE FULL NAME], residing at [PARTNER ONE ADDRESS], and [PARTNER TWO FULL NAME], residing at [PARTNER TWO ADDRESS]. The Parties are unmarried adults who reside together, or intend to reside together beginning on [COHABITATION START DATE], in a committed personal relationship. The Parties enter this Agreement to define their property rights and financial responsibilities during cohabitation and to set out what happens if the relationship ends. The Parties acknowledge that consideration for this Agreement consists of the mutual promises contained in it, and that no part of the consideration is based on any sexual or personal relationship between them.

2. 2. No Intent to Marry or Create a Marital Relationship

The Parties do not intend by living together to enter into a marriage, a common law marriage, a civil union, a domestic partnership, or any other legally recognized marital or quasi-marital status, and neither Party will hold the other out to third parties as a spouse. Living together, sharing a surname informally, filing any form jointly, referring to one another as partners, or having a child together does not change that intent. If the Parties later wish to marry or register a domestic partnership, they will do so through the applicable legal process, and this Agreement will remain in effect afterward only if both Parties confirm that in writing. Nothing in this Section affects the parental rights or obligations of either Party toward any child.

3. 3. The Residence and Right of Occupancy

The Parties will reside at [RESIDENCE ADDRESS] (the "Residence"), which is [OWNERSHIP STATUS, e.g., owned by [PARTNER NAME] alone / owned jointly / rented under a lease in the name of [PARTNER NAME]]. If the Residence is owned by one Party alone, the other Party occupies it as a licensee with permission that may be withdrawn under Section 11, and acquires no ownership, equitable, or possessory interest by living there, paying household costs, or contributing labor. If the Residence is rented, the Parties are jointly responsible to the landlord for rent and damage to the extent both are named on the lease, and the Party who remains after a separation will use reasonable efforts to remove the other from the lease within [LEASE RELEASE PERIOD, e.g., sixty days]. Neither Party may add an occupant, sublet, or grant access to a third party for more than [GUEST LIMIT, e.g., fourteen consecutive days] without the consent of the other.

4. 4. Household Expenses and Contributions

The Parties will share household expenses as follows: [EXPENSE SPLIT, e.g., equally / in proportion to gross income, currently [PARTNER ONE PERCENTAGE] and [PARTNER TWO PERCENTAGE]]. Shared household expenses include [SHARED EXPENSE LIST, e.g., rent or mortgage interest, utilities, internet, groceries, household supplies, renter or homeowner insurance, and routine maintenance]. Each Party is solely responsible for personal expenses including [PERSONAL EXPENSE LIST, e.g., personal loans, student loans, clothing, personal insurance, individual travel, and personal subscriptions]. The Parties will maintain a joint household account at [INSTITUTION] to which each contributes $[CONTRIBUTION AMOUNT] on the [DAY] of each month, and funds in that account are owned equally regardless of who deposited them. Contributions to household expenses are consumed as made, do not create an ownership interest in the Residence or in the property of the other Party, and are not repayable on separation unless documented as a loan under Section 7.

5. 5. Separate Property

Property owned by a Party before cohabitation, and property acquired during cohabitation in that Party sole name with that Party own funds, is the separate property of that Party. Separate property also includes gifts and inheritances received from third parties, the proceeds and reinvestments of separate property, retirement accounts, business interests, and any appreciation on those assets. The separate property of each Party as of the date of this Agreement is listed on Schedule A for [PARTNER ONE FULL NAME] and Schedule B for [PARTNER TWO FULL NAME]. Each Party waives any claim to the separate property of the other, including any claim based on contribution, unjust enrichment, constructive trust, resulting trust, quantum meruit, or implied partnership. Each Party may sell, invest, encumber, or dispose of that Party separate property without the consent of the other.

6. 6. Jointly Acquired Property

Property the Parties acquire together, or acquire with funds from the joint household account, is jointly owned in the proportions stated in Schedule C, or equally if no proportion is stated. Major joint purchases above [JOINT PURCHASE THRESHOLD, e.g., $2,000] will be recorded in Schedule C at the time of purchase, showing the item, the date, the price, and the contribution of each Party. If the Parties buy real property together, they will take title as [TITLE FORM, e.g., tenants in common in the proportions each contributed] and will sign a separate written co-ownership agreement covering the mortgage, taxes, insurance, repairs, and the procedure for a buyout or sale. On separation, jointly owned property will be divided in the recorded proportions, or one Party may buy out the interest of the other at [BUYOUT VALUATION METHOD, e.g., fair market value determined by an agreed appraiser] within [BUYOUT PERIOD, e.g., sixty days]. Items that cannot be divided or bought out will be sold and the net proceeds divided in the same proportions.

7. 7. Bank Accounts, Credit, Debts, and Loans Between the Parties

Each Party will maintain individual bank and credit accounts in addition to the joint household account, and neither Party will use an account or credit line of the other without express permission. Each Party remains solely responsible for debts incurred in that Party own name, whether before or during cohabitation, including the obligations listed on Schedules A and B. Neither Party will co-sign, guarantee, or pledge property for a debt of the other except by a separate written agreement signed at the time. A transfer of money from one Party to the other is presumed to be a gift unless the Parties sign a written promissory note at the time stating the amount, any interest, and the repayment terms, and any such note is listed on Schedule D. Each Party will indemnify and hold the other harmless from any debt allocated to that Party under this Section, including reasonable attorney fees and collection costs.

8. 8. Pets and Companion Animals

The Parties own the following companion animals: [PET NAME, SPECIES, BREED, DATE ACQUIRED, MICROCHIP NUMBER], acquired by [ACQUIRING PARTY] and registered to [REGISTERED OWNER]. Ownership of each animal on separation is allocated as follows: [PET ALLOCATION, e.g., [PARTNER NAME] retains sole ownership of [PET NAME]]. Routine costs of care, including food, licensing, grooming, preventive veterinary care, and pet insurance, will be shared [PET COST SPLIT] during cohabitation, and each Party will pay the costs of any animal allocated to that Party after separation. The Party allocated an animal will provide the other with reasonable updates on its wellbeing if requested and will offer that Party the first opportunity to take the animal before rehoming or surrendering it. The Parties acknowledge that most courts treat companion animals as property, and that a detailed pet custody arrangement, if wanted, should be documented separately.

9. 9. Household Labor, Caregiving, and Career Contributions

The Parties acknowledge that one or both of them may contribute labor to the household, to the property of the other, or to caregiving for a child or relative, and that these contributions have real value. The Parties agree that such contributions will be treated as follows: [LABOR CONTRIBUTION ELECTION, e.g., as contributions to the shared life of the Parties creating no claim for compensation / as entitling the contributing Party to $[AMOUNT] per month credited on separation]. If one Party performs substantial improvement work on real property owned by the other, the contributing Party is entitled to reimbursement of [IMPROVEMENT REIMBURSEMENT BASIS, e.g., documented out-of-pocket costs / the documented increase in value attributable to the work] provided the work was agreed in writing in advance. If one Party reduces paid employment at the request of the other to care for the household or a child, the Parties agree that [CAREER SACRIFICE PROVISION, e.g., the other Party will contribute $[AMOUNT] per month to a retirement or savings account in the name of the Party reducing employment].

10. 10. Support After Separation

The Parties agree to the following treatment of financial support if the relationship ends: [SUPPORT ELECTION, e.g., each Party waives any claim to support, maintenance, palimony, or compensation from the other / [PAYING PARTY] will pay $[AMOUNT] per month for [DURATION] to allow the other Party to re-establish independent housing]. Each Party acknowledges being financially independent, or capable of becoming so, and that no promise of lifetime support has been made outside this Agreement. Any transitional payment agreed here is not spousal support, is not intended to create a marital or quasi-marital obligation, and ends on the date stated regardless of circumstances. Nothing in this Section limits the obligation of either Party to support a child, which is governed by state law and determined by a court.

11. 11. Ending the Cohabitation

Either Party may end the cohabitation at any time by giving written notice to the other. The Party who does not own or hold the lease on the Residence will vacate within [MOVE-OUT PERIOD, e.g., thirty days] of that notice, or within [SHORTENED PERIOD] if the Parties agree, and the remaining Party will continue to pay the housing costs from the date of departure. If the Residence is owned or leased jointly, the Parties will decide within [DECISION PERIOD, e.g., thirty days] whether one Party will buy out or assume the obligations of the other, or whether the property will be sold or the lease ended. During the wind-down period, neither Party will remove property allocated to the other, change locks without notice, cancel a utility or insurance policy the other relies on, or withdraw more than that Party proportionate share from the joint household account. The Parties will close the joint household account and divide the balance in the contribution proportions within [ACCOUNT CLOSURE PERIOD, e.g., fourteen days] of separation.

12. 12. Death of a Party and Estate Planning

The Parties acknowledge that unmarried partners generally have no right to inherit from one another without a will, trust, or beneficiary designation, and no automatic right to make funeral, medical, or financial decisions for one another. Each Party intends to make the following provision for the other: [ESTATE INTENTION, e.g., [PARTNER NAME] will execute a will leaving [PROPERTY OR AMOUNT] to [OTHER PARTNER] and will name that Party as beneficiary on [ACCOUNT OR POLICY]]. Each Party will consider executing a durable power of attorney and a medical power of attorney naming the other, and will notify the other if any such document is revoked. Nothing in this Agreement obliges either Party to leave property to the other, and either Party may change a will or beneficiary designation at any time unless a separate written contract states otherwise. If a Party dies during cohabitation, the surviving Party will be permitted to remain in the Residence for [SURVIVOR OCCUPANCY PERIOD, e.g., ninety days] to allow for relocation, to the extent the estate can lawfully grant that.

13. 13. Dispute Resolution, Amendment, and General Provisions

The Parties will attempt to resolve any dispute under this Agreement by direct discussion, and then by mediation with a neutral mediator in [MEDIATION LOCATION], sharing the cost [MEDIATION COST SPLIT], before either Party files suit. Any unresolved dispute will be brought in the courts located in [VENUE COUNTY AND STATE], and this Agreement is governed by the laws of the State of [GOVERNING STATE] without regard to conflict of laws rules. This Agreement may be amended only by a written document signed by both Parties, and Schedules A through D may be updated by an initialed and dated addendum signed by both. This Agreement is the entire agreement of the Parties on the subjects covered and replaces all prior discussions and understandings. If any provision is found invalid or unenforceable, it will be narrowed or severed and the remaining provisions stay in force.

14. 14. Signatures and Acknowledgment

By signing below, each Party confirms having read this Agreement in full, having disclosed assets and debts on the attached Schedules, having been advised to obtain independent legal advice, and signing voluntarily and without pressure. PARTNER ONE: [PARTNER ONE FULL NAME]. Signature: ______________________. Date: [DATE]. PARTNER TWO: [PARTNER TWO FULL NAME]. Signature: ______________________. Date: [DATE]. State of [STATE], County of [COUNTY]. On [NOTARY DATE], before me personally appeared the above-named individuals, known to me or satisfactorily identified, who acknowledged that they signed this Agreement as their free act and deed. Notary Public: ______________________. My commission expires: [EXPIRATION DATE].

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. The enforceability of cohabitation agreements is determined by state law and varies widely: a small number of states still recognize common law marriage, some enforce support claims between unmarried partners while others refuse to, and property claims between partners are usually decided under general contract and property law rather than family law. Provisions about children are always subject to review by a court. Each partner should have this document reviewed by a separate licensed attorney in the applicable state before signing. Use of this template does not create an attorney-client relationship with ScanContract.