

# COHABITATION AGREEMENT

*This agreement is for a same-sex couple.*

**THIS AGREEMENT** made effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[PARTNER 1]  
of the City of [City], in the Province of New Brunswick  
("Partner 1")

**OF THE FIRST PART**

- and -

[PARTNER 2]  
of the City of [City], in the Province of New Brunswick  
("Partner 2")

**OF THE SECOND PART**

**WHEREAS:**

- A. The parties will, now or in the future, reside together in a committed relationship.
- B. The parties commenced living with each other on or about the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
- C. The parties are both self-supporting.
- D. Partner 1 has \_\_\_\_\_ (\_\_\_\_\_) [*insert number of children in both words and numerals*] children from a previous relationship, as follows:

Name	Birthdate
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Partner 2 has \_\_\_\_\_ (\_\_\_\_\_) [*insert number of children in both words and numerals*] children from a previous relationship, as follows:

Name	Birthdate
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- E. [*delete if not applicable*] Partner 1 is solely responsible for any support payable for his/her children.
- F. [*delete if not applicable*] Partner 2 is solely responsible for any support payable for his/her children.
- G. Each party acknowledges that he or she has been sufficiently advised and informed by the other party of the assets, debts, income, expenses, property, estate and prospects of the other party (as more particularly described in Schedule "A" and Schedule "B" attached hereto and made a part of this Agreement), and each party has been fully advised and informed by their respective lawyers of his/her respective rights and liabilities against and to the other party and to and in the affairs of the other party. Any undisclosed asset owned by either party shall be deemed to be a joint asset subject to equal division.
- H. Each party has each retained separate legal counsel, and has received independent legal advice with respect to the terms of this Agreement.

- I. The parties have been advised of and understand their rights and obligations arising from their cohabitation and wish to organize their own affairs differently from that provided by provincial law.
- J. The parties have acknowledged that neither is under any duress or undue influence and that they are voluntarily entering in to this Agreement with the benefit of independent legal advice.
- K. It is the intention of each of the parties that this Agreement shall be the sole determinant of the division of any property and assets whatsoever, gifted to or inherited by either or both of them.

**NOW THEREFORE IN CONSIDERATION** of the love and affection that exists between the parties, and the mutual promises and covenants contained herein, all of which the parties acknowledge is good and valuable and sufficient consideration, the parties hereto agree as follows:

**1. Definitions**

1.1 Wherever used throughout this Agreement, the following words or phrases shall have the following meanings:

- (a) "herein", "hereof", "hereto", "heretofore", "hereafter", "herewith" and similar words or expressions refer to this Agreement and not to a particular section or sections thereof, unless the context or subject matter otherwise so requires;
- (b) "ownership" or "owned" when used in this Agreement shall constitute legal ownership and does not include any rights arising by operation of the principles of trust or equity. Without limiting the generality of the foregoing, and except as specifically provided for elsewhere in this Agreement, the following shall constitute ownership:
  - (i) property held or registered in the name of one of the parties shall be deemed to be owned by that party;
  - (ii) property transferred to one of the parties shall be deemed to be owned by such party;
  - (iii) property inherited by one of the parties shall be deemed to be owned by such party;
  - (iv) property for which no title documentation commonly exists (for example, household furniture) will be deemed to be owned by the party who paid for it; and
  - (v) money held in a joint bank account on which both parties are signatories shall be deemed to belong equally to both parties;
- (c) "property" means all real and personal property of any kind, whether owned directly or indirectly, and includes:
  - (i) land, personal possessions, money in bank accounts, pension plans, trust funds, investments, and all other forms of financial accounts;
  - (ii) contingent interests; and
  - (iii) interests in future rights.
- (d) "section" includes sections, sub-sections, paragraphs or sub-paragraphs;
- (e) any reference to legislation in this Agreement shall be taken to mean that legislation as may be in force at any material time after the effective date of this Agreement and any and all amendments thereto or replacements thereof;
- (f) "termination of the cohabitation" or "termination of the relationship" means the earliest of the following dates:

- (i) the date one of the parties dies; or
- (ii) the date that one party gives the other written notice that the cohabitation relationship has irretrievably broken down and he/she wishes, from that date forward, to live separate and apart.

## **2. Intent of Agreement**

2.1 Partner 1 and Partner 2 separately acknowledge that:

- (a) Their relationship is equivalent to a spousal relationship.
- (b) In the course of the relationship, each party will confer benefits upon the other. Such benefits conferred by one party upon the other are to be considered gifts, and the making of these gifts does not result in an unjust enrichment of the recipient to the detriment of the donor.
- (c) Neither party intends to share legal or beneficial ownership of their separate property, owned before or acquired after the making of this Agreement, except as specifically stated in this Agreement or elsewhere set out in writing between the parties.
- (d) Neither party shall rely on the other party's expression of an intention by one Partner to hold all or any portion of a property in trust for the other Partner, unless such intention is in writing.
- (e) Both parties intend to share equally the legal and beneficial ownership of their separate property, owned before or acquired after the making of this Agreement, except as specifically stated in this Agreement or elsewhere set out in writing between the parties.
- (f) All property of whatever kind purchased by either or both Partners while cohabiting shall be the joint property of both parties and shall be held in equal shares with equal right to its use and enjoyment, except as specifically stated in this Agreement or elsewhere set out in writing between the parties.

2.2 Partner 1 states and agrees that all of his/her assets and liabilities as of the date of this Agreement shall be accurately listed in the attached Schedule "A" and signed by both parties. Partner 1 acknowledges that Partner 2 is relying on this statement as to the accuracy of Schedule "A".

2.3 Partner 2 states and agrees that all of his/her assets and liabilities as of the date of this Agreement shall be accurately listed in the attached Schedule "B" and signed by both parties. Partner 2 acknowledges that Partner 1 is relying on this statement as to the accuracy of Schedule "B".

2.4 The parties wish their financial affairs existing at the date of commencement of cohabitation to be unaffected by the cohabitation, except as provided in this Agreement.

2.5 It is the intention of both parties that if they should cohabit, this Agreement shall be a full and final settlement of all property issues arising prior to their cohabitation, during their cohabitation, and upon the breakdown of their relationship. The terms of this Agreement shall survive any separation of the parties.

**THIS IS A 15-PAGE DOCUMENT.**