

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

## COHABITATION AGREEMENT

**THIS AGREEMENT** made effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between [NAME OF PARTNER 1] and [NAME OF PARTNER 2], both of \_\_\_\_\_ *[insert full address]*.

### WHEREAS:

- A. The parties commenced living with each other on or about \_\_\_\_\_ *[insert date]*.
- B. Each party acknowledges that s/he has been sufficiently advised and informed by the other party of the assets, debts, income, expenses, property, estate and prospects of the other party, and each party has been fully advised and informed by their respective lawyers of his/her respective rights and obligations arising from their cohabitation, and their rights and liabilities under the law against and to the other party and to and in the property of the other party.
- C. 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.
- D. 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 of the parties.
- E. This document is the Cohabitation Agreement between the parties and shall herein be called the "Agreement".

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

1. In this Agreement, the following words or phrases have or include the meanings shown corresponding thereto as follows:

- (a) "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 this clause, 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 shall be deemed to belong equally to both parties.
- (b) "property" means all property of any kind, whether owned directly or indirectly, and includes:
  - (i) land, money in bank accounts, pension plans, personal possessions;
  - (ii) contingent interests; and
  - (iii) interests in future rights.

**THIS IS A 3-PAGE FORM.**