

**Cohabitation Agreement Between Parties With No Children;
Joint Purchase of Real Estate**

COHABITATION AGREEMENT

BETWEEN

Patty Plaintiff

- and -

Danny Defendant

Dated:

THIS AGREEMENT made and executed on the _____ day of _____, 2007, by and between Patty Plaintiff (hereinafter referred to as "_____"), presently residing at _____ and Danny Defendant (hereinafter referred to as "_____"), presently residing at _____, both hereinafter collectively referred to as "the parties";

W I T N E S S E T H:

WHEREAS, the parties represent that neither of them is presently married, nor do either of them have any present intention of marrying; and

WHEREAS, the parties presently contemplate and have expressed a desire to reside together for an indefinite period; and

WHEREAS, in contemplation of residing together, the parties wish to enter into a written cohabitation agreement (hereinafter referred to as "the 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; and

WHEREAS, regardless of any legal obligation that may exist to do so, the parties have fully and completely disclosed the nature and approximate value of all of their presently existing assets, liabilities and income to each parties' satisfaction on

their respective schedules annexed hereto; and

WHEREAS, [Name] has had the benefit of independent legal advice prior to the execution of this Agreement, namely, _____, Esq., of the law firm of _____, with offices located at _____; and

WHEREAS, [Name] has had the benefit of independent legal advice prior to the execution of this Agreement; namely, _____, Esq., of the law firm of _____, with offices located at _____; and

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. No Other Laws Apply. The parties intend that this Agreement shall supersede any and all legal rights that they might otherwise have with respect to each other under any present or future applicable court decision or statute that may tend to contravene the purpose of this Agreement. The parties specifically waive all legal rights that they might otherwise have with respect to each other under such statutes and decisions, except as expressly set forth in this Agreement.

2. 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, whether that kind of relationship is recognized under the laws of the [State/Commonwealth of _____] or any other jurisdiction. In fact, the parties, by this Agreement, specifically repudiate such rights or obligations. The parties specifically wish to at all times retain their unmarried and "single" status, and neither shall interfere with the other's chosen lifestyle, desires, hobbies, relationships with their families, friends and others, occupations, and general pursuit of individual happiness.

3. Disclosure of Facts. Notwithstanding any rule of law that may require same, the parties hereby acknowledge that, to their mutual satisfaction, each has had the opportunity to ascertain, has been informed by a full and frank disclosure by the other of, and is fully acquainted with and aware of the approximate assets, liabilities, income and general financial circumstances of the other; that each has ascertained and weighed all of the facts, conditions and circumstances likely to influence his or her judgment in all matters embodied herein; that each has given due consideration to all such matters and questions, and clearly understands and consents to all of the provisions contained

herein; and that each has had the opportunity to have or has in fact had the benefit and advice of independent counsel of his or her own choice and is willing to accept the provisions of this Agreement in lieu of all other rights each may have.

4. Waiver of Rights to Separate Property. After the commencement of their intended period of living together, each party shall separately retain all rights in his or her own separate property now owned and in any other form which is traceable to same, including any appreciation in the value of the separate property as a direct or indirect result of the contribution or efforts of either party or due to market factors, except as may be herein contained to the contrary and more fully, set forth in Schedules "A" and "B" annexed hereto (collectively referred to herein as "the Property" or "Property"). Each party shall have the absolute and unrestricted right to dispose of their said separate property free from any claim that may be made by the other by reason of their intended living together, and with the same effect as if they had never lived together. Except as may hereinafter provided to the contrary, any property acquired exclusively by either party after the commencement of the intended period of living together, which has not been commingled with joint property, shall remain the sole property of the acquiring or titled party without any claim being made to same by the other. The further effects of this Agreement are as more specifically, set forth and detailed in the following provisions.

5. Release of Possible Rights. Except as may be contained herein to the contrary, each party does hereby waive, release, and relinquish any and all claims and rights each may have ever had, presently has, or may in the future acquire, with respect to the Property listed on the other party's schedule annexed hereto, including any and all property that is traceable and acquired, in whole or in part, from the proceeds derived from the Property and any appreciation or accretion in the value thereof attributable, directly or indirectly, to the efforts or contributions of either party, or due to economic or market factors.

6. Parties' Understanding of Rights Waived. The parties intend that the disposition of the Property referred to in this Agreement be deemed a disposition that would fully satisfy any claims either party may have against the other including, without rotation, for "palimony", support and maintenance of any kind, or any other such rights and/or entitlements. The fact that the parties may, from time to time, or all the time, expressly or implicitly, hold themselves out to others as married to each other shall have no bearing or effect upon the terms of this Agreement. Additional rights waived and/or fixed by this Agreement are as more specifically set forth in detailed in the following provisions.

7. Waiver of Support. Each party acknowledges and represents to the other that they are financially independent and self-sufficient. Neither party makes any representation or express or implied promise to provide at any time any form of support to the other. To the extent either party may provide any form of support, for any purpose, for or on behalf of the other, same shall be deemed purely voluntary and gratuitous, and each party represents that, in this event, no reliance shall be placed upon same in the way of any future expectation for other or additional support. To further reflect each party's understanding in this regard, each agrees to forever waive, release, and relinquish the other from any duty or obligation to support the other in any fashion or manner whatsoever, and no claim or demand for such support shall be made now or in the future.

8. Dedication of Income. The parties specifically make no delineation as to the precise use of their income during the period of their living together, except to state that it is their general intention to be equally responsible for joint living expenses. These expenses shall include the roof expenses relative to the home, together with food, liquor, entertainment, travel and the like. Neither party shall be entitled to reimbursement or compensation from the other party for the separate payment of any joint living expenses. For purposes of this provision, retirement income, shall at no time be deemed income, but shall instead be deemed separate property.

9. Maintenance of Financial Accounts. With the possible exception of a joint checking account to pay joint living expenses, each party shall maintain his or her own separate financial, savings and checking accounts. Unless agreed to in writing to the contrary, should either party deposit earnings, income or other accumulations into any savings or checking account of the other party, same shall convert to the separate property of the other party.

10. Joint Real Estate ("the Premises"). The parties intend to jointly purchase real estate known as [identify property] ("the Premises"), or another premises as the parties may in the future decide to purchase. All real estate purchased jointly by the parties shall be held as tenants in common with no right of survivorship. Each party agrees to pay 50% of the purchase price, any purchase settlement costs, and all carrying costs to maintain the Premises, including, without limitation, property taxes, repairs, maintenance and association fees, homeowners insurance, and all utilities (e.g., cable television, gas and electricity). To the extent either party gives a mortgage to secure purchase money financing, the mortgagor shall be solely responsible for the mortgage loan obtained. In the event both parties are requested by any lender to execute or guarantee a mortgage loan, the party actually requiring the loan shall nonetheless be solely responsible for same and shall be permitted

to claim all mortgage interest as a deduction on their tax returns. The parties agree that for so long as [Name] owns at least two other parcels of real estate, [Name] shall be permitted to claim all real estate taxes as a deduction on his income tax returns. At such time as [Name] owns less than two parcels of real estate, the parties shall each claim as deductions on their respective income tax returns 50% of the real estate taxes paid in connection with the Premise.

11. Treatment of Improvements, Etc., to Premises.

Notwithstanding any provision contained herein to the contrary, any improvement that may be made to the aforesaid Premises, including, without limitation, the installation of any fixtures (e.g., plumbing, electrical, etc.), renovations, repairs, installation of carpeting, curtains, draperies, blinds, air conditioning systems, burglar alarm systems, landscaping, additions or improvements irrespective of the parties' financial contributions toward same, shall become the parties' joint and equally owned property.

12. Boarder in Premises. The parties agree that neither shall permit any third party to reside with them without the other's express written consent. However, [Name] agrees that [Name] 's son/daughter, [Name] , shall be permitted to reside in the aforesaid Premises for periods of time and under financial arrangements to be agreed upon solely by and between [Name] and his said [son/daughter].

13. Furniture, Furnishings and Other Jointly Acquired Property. The parties agree that all property that may be jointly acquired between them in the future, including, without limitation, furniture and furnishings, shall be distributed between them in the event of the termination of their living together arrangement in proportion to each party's financial contribution to the acquisition of the property. Title to any such real property shall be held by the parties as tenants in common in accordance with each party's proportionate interest. To facilitate the distribution of all jointly acquired property, the parties agree to keep and retain all receipts or other evidence of purchase in this regard. All real and personal property that either party may acquire in the future in their individual name shall remain the separate property of the acquiring party. Each party agrees to defend, indemnify and hold the other party harmless from all debts, liabilities or other claims arising out of or in connection with the acquisition of separate property as described in this paragraph.

14. Property Received by Either Party from Third Parties. Any real or personal property which either party has acquired or may acquire by gift, inheritance, or other means is and shall remain the separate property of the party acquiring the property.

15. Debts. All debts and current obligations set forth on Schedules "A" and "B" attached hereto and incorporated herein by reference are and shall remain the separate debts and obligations of the party therein indicated. Each party agrees to assume, pay and hold the other party harmless from all debts, obligations or liabilities (and any claims arising out of or in connection with any such debts, obligations, or liabilities) listed on the said Schedules "A" and "B." Except as provided elsewhere in this Agreement, any debts, obligations or liabilities incurred by the parties in connection with the purchase of real or personal property, or otherwise, shall be the separately debts, obligations or liabilities of the party responsible for incurring them, and neither party shall be liable for the payment of debts, obligations or liabilities of the other party except its expressly agreed herein or in a writing signed by both parties after the date of this Agreement.

16. Non-incurrence of Debt. The parties acknowledge and represent to each other, that neither has heretofore incurred any debt, charge, obligation or liability whatsoever for which the other, their legal representatives or either party's property or estate is or may become liable, nor will either party incur such debt, charge, obligation or liability without first providing the other with reasonable notice thereof and obtaining the other's written consent. Each party agrees to defend, indemnify and hold the other harmless from any loss, expense (including reasonable attorney fees) and damages in the event any claim is made upon the other arising out of or in connection with a breach by either party of the representations, warranties and covenants of this paragraph.

17. Credit Accounts. Each party agrees to obtain and/or use his or her own credit cards and neither shall make any credit purchases by using the credit or credit cards of the other party. Each party assumes full responsibility for and agrees to hold the other harmless from all debts, obligations or liabilities that he or she has incurred or which he or she might incur as a result of using their own or the other's credit.

18. Waiver of Right to Seek Compensation for Services. Each party waives any right to seek financial compensation for any companionship, homemaking or other services that either may provide to the other during the intended period of living together, or for which services or consortium either party may provide to the other at any time.

19. Termination of Living Together. The parties' period of living together shall be terminated and the executory provisions of this Agreement implemented upon the happening of any of the following events:

- a) At least thirty (30) days prior written notice by either

party of a desire to terminate the living together arrangement (said notice shall be delivered via regular and certified mail);

b) Either party's breach of any provision in this Agreement;
or

c) Either party's death.

In the event either party terminates the intended living together arrangement, the aforesaid Premises and any other jointly acquired property shall be distributed between the parties, and or their respective estates in the event of death, pursuant to the applicable provisions contained in this Agreement. Moreover, the Premises shall be immediately listed for sale at a price to be determined by a mutually agreeable real estate salesperson, and at the closing the net proceeds (after payment of any existing mortgages on the mortgagor's 50% interest, realtor's commissions and reasonable closing costs and attorney's fees) shall be equally divided between the parties. In lieu of selling the Premises, either party may purchase the other party's 50% interest in the premises, the fair market value of which Premises shall be determined by a professional evaluator, the cost of whose services shall be borne by the party seeking to purchase the other's interest.

20. Property Rights in Event of Death. The parties do not intend by this Agreement to provide any legal, equitable or beneficial right to the other in the event of either party's death at any time, including during the period of their intended living together. However, either party is free to provide for the other upon death by way of a properly prepared and duly executed Last Will and Testament.

21. Waiver of Right to Inherit. Each party hereby waives all rights to succeed to or inherit from the estate of the other except by a valid Last Will and Testament duly executed by the other party subsequent to the date of this Agreement. Each party further waives the right to claim any family allowance, homestead rights (except as otherwise provided herein) or to act as an administrator or executor of the estate of the other party, unless the party is duly and properly nominated as administrator or named as executor in a Last Will and Testament duly and properly executed by the other party subsequent to the date of this Agreement.

22. Death of One Party During Period of Living Together. In the event one party shall predecease the other during the intended period of living together, the surviving party shall have a period of no more than forty-five (45) days from the date of the decedent's death within which to either elect to purchase the decedent's interest in the Premises or sell same pursuant to paragraph 19 of this Agreement. During the entire period pending

sale or other disposition of the decedent's interest in the premises, the surviving party shall be solely responsible for paying all carrying costs, inclusive, relating to the premises.

23. Disclosure of Assets, Liability and Income and Voluntary Waiver of Further Discovery. The parties acknowledge and represent to each other that they have made a full, fair and complete disclosure to the other as to the nature and approximate value of their assets, liabilities and income as presently constituted as per their respective schedules annexed hereto, and each accepts the said disclosures to their satisfaction. The parties represent and acknowledge that based upon the foregoing representations each freely, knowingly, voluntarily and without undue influence, coercion, fraud or duress waives further discovery relative to the nature and value of the other's assets, liabilities and income.

24. Attorney's Fees. The parties acknowledge, understand and agree that in the event of any court proceeding of and concerning the terms of this Agreement each party shall pay and be responsible for paying their own attorney fees and ancillary litigation costs incurred in connection with any such proceeding.

25. Voluntary Execution. The parties acknowledge and represent that this Agreement has been executed by each of them free from persuasion, fraud, undue influence, or economic, physical or emotional duress of any kind whatsoever asserted against them by the other or any other persons.

26. Independent Counsel. The parties acknowledge that each has procured and has been advised as to all aspects of this Agreement by independent counsel of their own choice or has had ample opportunity to procure and seek the advice of counsel but has expressly waived that right. Each party is satisfied that he or she has freely negotiated the contents hereof free from the persuasion or influence of the other party or any third party.

27. Agreement as Evidence. This Agreement shall be offered in evidence in any proceeding instituted by either of the parties in any court of competent jurisdiction in which a determination of the status of the parties' relationship is sought and shall, subject to the approval of the court, be incorporated in any order or judgment rendered in that action.

28. Non-merger. Notwithstanding its incorporation into an order or judgment entered by a court of competent jurisdiction, the provisions of this Agreement shall not merge with, but shall survive such judgment in its entirety, except as may be invalidated by a court of competent jurisdiction.

29. Validity and Enforceability of Agreement. The parties further agree that this contract is valid and enforceable in any

action that may hereafter be commenced by either party that may require the use of this Agreement as evidence to demonstrate the parties' understanding of any issues addressed herein.

30. Severability. Should any provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall nonetheless continue in full force and effect, to the extent that the remaining provisions are fair, just and equitable.

31. Modification or Waiver. No modification or waiver of any term contained in this Agreement shall be valid unless in writing and executed by the parties hereto.

32. Situs. The laws of the [State/Commonwealth of _____] shall govern the validity, interpretation and enforceability of this Agreement.

33. Necessary Documents. Each party shall, upon the request of the other, execute, acknowledge, and deliver any instruments appropriate or necessary to carry into effect the intentions and provisions of this Agreement.

34. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties, and no other representations or promises have been made between them except as to those set forth herein.

35. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors and administrators.

36. Understanding of English Language and Terms of Agreement. The parties represent and acknowledge that they can read, write, and understand the English language. By signing this Agreement, each acknowledges that they have read the entire Agreement and express their clear understanding of same.

37. Effective Date of Agreement. This Agreement shall become effective upon the date the parties are married.

SCHEDULE A

FINANCIAL DISCLOSURE OF PARTNER A

I. ASSETS

1. Real Estate Approximate Value

a.

b.

c.

2. Bank and Financial Accounts

a.

b.

c.

3. Trusts

4. Automobiles

5. Miscellaneous

a.

b.

c.

Total -

II. LIABILITIES

1. Debt Amount of Debt

a.

b.

III. INCOME

1. See attached 1996 Federal Income Tax Return and most recent pay stubs.

SCHEDULE B

FINANCIAL DISCLOSURE OF PARTNER B

I. ASSETS

1. Real Estate Approximate Value

a.

b.

c.

2. Bank and Financial Accounts

a.

b.

c.

3. Trusts

4. Automobiles

5. Miscellaneous

a.

b.

c.

Total -

II. LIABILITIES

1. Debt Amount of Debt

a.

b.

III. INCOME

1. See attached 1996 Federal Income Tax Return and most recent pay stubs.