

**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 are presently living separate and apart and contemplate that Danny Defendant shall reside in the premises owned by Patty Plaintiff subsequent to signing this Agreement. The parties have no present intention of marrying.

WHEREAS, The parties by this Agreement intend to define their financial rights and responsibilities with respect to each other while they live together.

WHEREAS, the parties represent that each has a satisfactory understanding of the nature and approximate value of their own and the other's presently existing assets, liabilities and income, and freely and voluntarily waive any right they may have to obtain a more complete and accurate disclosure of the other's said assets, liabilities and income; and

WHEREAS, the parties, being fully aware of their right to consult with independent legal counsel during the negotiation, preparation and entry into this Agreement, and each having had the full and unimpeded opportunity to consult with said independent legal counsel, have freely, voluntarily and without any pressure, undue influence or coercion by the other or any third party, waived this right to independent legal counsel; and

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

WHEREAS, the parties intend that this Agreement shall supersede any and all legal rights which they might otherwise have with respect to each other under any present or future applicable court decision or statute. The parties specifically waive all legal rights which they might otherwise have with respect to each other under such statutes and decisions, except as expressly set forth in this Agreement.

WHEREAS, the parties do not intend by this Agreement to create any rights or obligations that might otherwise arise under a "common law" or other marriage-like relationship, whether that kind of relationship is recognized under the laws of the State of New Jersey, the laws of any other state or the laws of another country. In fact, the parties, by this Agreement, specifically repudiate such rights or obligations.

WHEREAS, Danny Defendant is presently self-employed, operating a business known as Bayshore Heating and Plumbing, Inc. Patty Plaintiff is employed by Century 21 Realty, Inc., a corporation of the State of New Jersey of which she is an employee only.

WHEREAS, Each party has had the opportunity to review this Agreement with independent legal counsel of his or her own choice. Danny Defendant has been represented by \_\_\_\_\_, Patty Plaintiff has been represented by \_\_\_\_\_, New Jersey.

Accordingly, each party has been fully advised as to his or her rights and liabilities hereunder, and in the absence of such an agreement, the full knowledge of such rights and liabilities. The parties acknowledge that they have entered into the Agreement freely and voluntarily and that no one has caused them to enter into this Agreement through coercion, force, pressure or under influence. Moreover, the parties further acknowledge that neither were and are not under the influence of any intoxicants and/or other substances that could or did in fact impair their reasoning capabilities.

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

#### **CONFIRMATION OF SEPARATE PROPERTY EARNINGS AND DEBTS**

1. Danny Defendant owns the real and personal property listed on Schedule A which is attached to and incorporated into this Agreement by reference.

2. Patty Plaintiff owns the real and personal property listed on Schedule B which is attached to and incorporated into this Agreement by reference.

3. The parties to this Agreement agree that all of the items

listed on Schedules A and B together with any items inadvertently omitted, are and shall remain the separate property of the person who presently owns the property. Neither party acquires nor shall acquire any rights, title or interest in any of the property listed by the other party as his or her separate property. Neither party may acquire any interest in the property of the other that is set forth on Schedules A and B unless the party does so by an instrument in writing signed by both parties subsequent to the date of this Agreement. Each party specifically waives any right, title or interest, which he or she may have in such property. Each party agrees to assume, and pay and hold the other party harmless from all debts, liabilities or claims arising out of or in connection with his or her separate property as described in this Agreement.

4. Patty Plaintiff presently resides in East Brunswick, NJ at 45 River Road, in a home that was purchased by herself and her previous husband and devolved to her pursuant to a prior property settlement agreement entered into between herself and her now ex-husband. The furniture and other furnishings of the home are also owned by Patty Plaintiff except those items of personal property that are owned by Danny Defendant and which are listed as Schedule A as his separate property. It is agreed and understood by the parties that except for Danny Defendant's personal property which is set forth on Schedule A, all furniture and furnishings and other personalty located in the aforementioned home are Patty Plaintiff's separate property, even though not all of these items have been individually listed on Schedule B.

5. All real and personal property which either party may acquire in the future shall remain the separate property of the party who acquires the property. Each party agrees to assume, pay 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.

6. 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.

7. If the parties jointly acquire, by joint use of their separate funds, any real or personal property, their interest in any such property will be the 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 tenant in common in accordance with each party's proportionate interest.

8. The earnings, wages and other compensation of each party received for personal services rendered by the party shall be and remain the separate property of the party performing such services.

9. Any investment or other income or monetary gain generated

by the separate property of each of the parties shall remain in the separate property of the party who owns the property.

10. Notwithstanding any provision contained herein to the contrary, any improvement that may be made to 45 River Road, East Brunswick, NJ or any fixtures which may be installed therein, irrespective as to which party or both makes financial contribution for said improvement and/or fixtures, shall remain the sole and exclusive property of Patty Plaintiff free and clear of any right, title, claim or interest of Danny Defendant. This shall include by description by not limitation any renovations, repairs, installation of carpeting, curtain, draperies, blinds, electrical fixtures, plumbing fixtures, air conditioning systems, burglar alarm systems, and the like and shall also include any landscaping, additions or improvements.

11. This agreement does not establish what financial obligations each of the parties shall have with respect to paying the roof expenses and other carrying charges relating to the subject property, which shall be established mutually between the parties. However, Danny Defendant specifically waives and relinquishes any right to seek a credit against Patty Plaintiff for any bills paid relating to the roof expenses and/or other carrying charges related to the subject property.

12. Each party shall maintain his or her own savings and checking accounts. Should either party deposit earnings, income or other accumulations into the savings or checking accounts of the other party, those earnings, income or other accumulations shall become the separate property of the other party.

13. Notwithstanding any other provision in this Agreement. any real or personal property shall be the separate property of the party whose name appears on the deed, document of title, certificate of ownership. or other official document indicating ownership. If title on any such document indicates that the property is jointly owned by both parties, notwithstanding any other provision in this Agreement, such property shall be deemed tot he jointly owned by the parties hereto. Unless otherwise specified in the title document, any property that is jointly owned pursuant to this Paragraph shall be owned by the parties as tenants in common, each party holding an undivided one-half interest.

14. All debts and current obligations listed in Schedules A and B attached and incorporated in this Agreement 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, also debts, obligations or liabilities (and any claims arising out of or in connection with any such debts, obligations, or liabilities) listed on the respective Schedules A and B. Except as provided elsewhere in this Agreement, any debts, obligations or liabilities incurred by the parties in the

purchase of real or personal property, or otherwise, shall be the separate 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 as expressly agreed herein or in a writing signed by both parties after the date of this Agreement.

15. Each party agrees to obtain and/or use his or her own credit cards. Neither party will make any credit purchases by using the credit or credit cards of the other party. Each party will assume, and pay and hold the other party harmless from, all debts, obligations or liabilities which he or she has incurred or which he or she might incur as a result of using his or her or each other's own credit card.

#### **PAYMENT OF LIVING EXPENSES**

16. As indicated aforesaid the parties agree to share the joint living expenses in accordance with those understandings which they may reach and which may be adjusted from time to time. 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.

17. It is understood and agreed that if Danny Defendant pays for any living expenses of the parties, he does not acquire any interest in or right to the ownership of the residence known as 45 River Road, East Brunswick, NJ.

#### **WAIVER OF RIGHT TO SUPPORT OTHER COMPENSATION**

18. 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.

19. Each party waives any right to financial compensation for any companionship, homemaking or other services which he or she has provided the other party since the parties began living together, or which a party may provide the other party at any future time.

#### **MODIFICATION OR TERMINATION OF AGREEMENT**

20. The parties agree that the terms of this Agreement may be modified only by a written agreement that makes express reference to this Agreement and which is entered into and executed by the parties after the date of this Agreement.

21. This Agreement may be terminated by either party if either party vacates the premises occupied by the parties as their home for a period exceeding thirty (30) consecutive days. This Agreement may also be terminated by either party giving the other party thirty (30) days' written notice to that effect. If the parties are living at 45 River Road, East Brunswick, NJ at the time of such notification or any other residence solely owned by Patty Plaintiff, Danny Defendant shall be required to vacate the premises within thirty (30) days following receipt of such notice.

22. In the event that the above mentioned paragraph becomes operable and Danny Defendant fails to vacate the premises within the time frame set forth therein, requiring Patty Plaintiff to obtain legal counsel. Danny Defendant shall accordingly be responsible for all legal fees and costs incurred by Patty Plaintiff in implementing the provisions of that paragraph.

23. This Agreement shall also be terminated by the marriage of the parties to each other, or their cohabitation with or marriage to any other party.

24. Prior to the termination of this Agreement, all matters dealing with the property, earnings, and debts of the parties shall be governed by this Agreement. Following termination of this Agreement, the parties may agree to continue to abide by the terms of this Agreement concerning property, earnings and debts, or either may elect in writing, signed by both parties, within ten (10) days following termination of this Agreement, to have such property, earnings 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. If the parties elect to have property divided, the property shall be divided in kind where feasible and if to do so would not create an economic hardship for either party. In the event that the property cannot be divided in kind, it shall be divided by mutual agreement, assigning assets of equal or nearly equal value to each party, with an agreed cash payment to equalize the division. If there is no mutual agreement, the parties agree to be subject to binding arbitration to resolve the issue as to the division of the parties' property and debts, which arbitration shall be conducted according to the rules and procedures followed by the American Arbitration Association. If property is to be sold, the proceeds of such sale shall be divided equally between the parties after deduction for all costs of sale. Any division of property or debts under this paragraph shall not take into account any income or other tax liability of either party resulting from such division, whether under federal, state or foreign law.

#### **MISCELLANEOUS PROVISIONS**

25. Each party waives all rights to succeed to or inherit

from the estate of the other except by a valid Will 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 Will duly and properly executed by the other party to the date of this Agreement.

26. Anything to the contrary notwithstanding, if Patty Plaintiff predeceases Danny Defendant, Danny Defendant shall have the right to remain in the homestead known as 45 River Road, East Brunswick, NJ for a period not to exceed forty five (45) days after which he shall forthwith vacate same. During the period he shall pay for all ordinary roof expenses, including mortgage, taxes, insurance, utilities and assessments respecting that property.

27. This Agreement contains the entire understanding of the parties relating to their rights and obligations and is binding on the parties, their successors, assigns, heirs, executors, administrators and personal representatives. Any prior oral or written agreements between the parties are merged into and superseded by this Agreement.

28. In the event of litigation to enforce any of the rights under this Agreement, each party will bear his or her own attorney's fees.

29. The laws of the State of New Jersey will govern the interpretation and effect of this Agreement.

30. The invalidity or unenforceability of any provision, term or condition of this Agreement, shall not affect the validity or enforceability of any of the other provisions, terms and conditions of this Agreement.

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

[illegible]

\_\_\_\_\_  
PATTY PLAINTIFF

Date: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Date: \_\_\_\_\_



STATE OF NEW JERSEY)

ss. )

COUNTY OF )

BE IT REMEMBERED that on this \_\_\_\_\_ th day of \_\_\_\_\_ 2007, before me, the subscriber, a Notary Public, personally appeared Danny Defendant, who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the contents thereof, and thereupon he or she acknowledged that he or she signed, sealed, and delivered the same as his or her voluntary act and deed, for the uses and purposes therein expressed.

Date:

\_\_\_\_\_  
DANNY DEFENDANT

Date:

\_\_\_\_\_  
NOTARY PUBLIC

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.

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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.

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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.