

**COHABITATION/NON-MARITAL PARTNERSHIP AGREEMENT**

THIS AGREEMENT, made by and between Danny Defendant, residing at 45 River Road, East Brunswick, NJ, and Patty Plaintiff, residing at 100 Main Street, South River, NJ hereinafter referred to as "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, 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.

NOW THEREFORE, in consideration of the mutual covenants, provisions, promises and terms contained herein, the parties agree as follows:

## PROPERTY PROVISIONS

**1. Separate Property.** Each party shall, during his or her lifetime, keep and retain sole ownership, enjoyment, control and power of disposition of all property owned by one party to the exclusion of the other of every kind and nature whatsoever, owned at the time of the commencement of the mutual living arrangement, free and clear of any interest, rights, or claims of the other, including, but not limited to, except as herein otherwise provided, any property into which same is converted, any income or other use thereon, increments, accretions, or increases in value at any time of such assets, whether due to market conditions or the services, skills, or efforts of either party.

Any property acquired during the mutual living arrangement in the name of one party or under circumstances in which it is clear that such property was intended to be acquired separately by one party or where the source of the funds or assets by which such separate property was acquired is preliving arrangement assets, and shall remain the separate property of the party acquiring such assets, including but not limited to any property into which same is converted, any income or other use thereon, increments, accretions, or increases in value of such assets, whether due to market conditions or the services, skills, or efforts of either party, at any time thereto.

Any property acquired during the mutual living arrangement by either party by way of gift or inheritance from a third party shall be deemed the separate property of the party so acquiring, including, but not limited to, any income or other; accretions, or increases in value of such assets at any time thereto, whether due to market conditions or the services, skills, or efforts of either party. Any assets acquired by the parties jointly during the mutual living arrangement by way of gift or inheritance from a third party shall be deemed joint property acquired during the mutual living arrangement as if acquired by the parties from their own sources and governed by paragraph 2 hereof.

Any gift or other gratuitous transfers made by one party to the other during the contemplated mutual living arrangement shall be treated and deemed the separate property of the donee to the extent that the source of funds or assets used in the acquisition of such property was the separate property of the donor, and shall include but not be limited to any property into which same is converted, any income or other use thereon, increments accretions, or increases in value of such assets, whether due to market conditions or the services, skills, or efforts of either party, to the extent thereof and governed by the second division of the paragraph.

**2. Joint Property.** The parties represent that there is no property, real or personal, owned by the parties, or either of them, as of the execution hereof. For the purposes of this agreement, joint property acquired during the mutual living arrangement shall be any property acquired during the mutual

living arrangement not covered under this paragraph.

### **FINANCIAL ARRANGEMENTS DURING MUTUAL LIVING ARRANGEMENT**

**3. Responsibility for Past-due Obligations.** The parties represent to each other that they, and each of them, have no separate debts or other financial obligations. If, at any time in the future, separate debts should be discovered, or separate debts incurred prior to the mutual living arrangement, such debts shall be the separate and sole obligation of the party incurring same and shall be paid for and satisfied from that party's separate assets and that party shall indemnify and hold the other party harmless therefore, except to the extent that such party acknowledged and adopts such debts.

**4. Dedication of Income.** The parties specifically make no delineation as to the precise use of their income, other than to state their general intention that their salary income shall not be separate but used to their mutual benefit for the purpose of maintaining their agreed-upon lifestyle and for the accumulation of joint and separate assets.

### **TERMINATION OF MUTUAL LIVING ARRANGEMENT**

**5. Definition of Terms.** The term "mutual living arrangement" shall mean the period of time during which the parties are residing together, from the commencement of such arrangements are heretofore stated until such time as a permanent separation of the parties' residence shall occur.

**6. Periodic Payments.** Upon the termination of the mutual living arrangement, Danny Defendant shall pay to Patty Plaintiff the sum of \$1,000 per month until the first happening of any of the following events: (a) the entering into a mutual living arrangement by Patty Plaintiff with another person (whether or not such arrangement is reduced to writing); (b) the marriage of Patty Plaintiff; or (c) the expiration of two years from the commencement of the periodic payments.

**7. Effect Upon Property.** Upon termination of the mutual living arrangement, any separate property (more particularly described in the first division of Paragraph 1 hereof) or property for the purposes hereof are treated thereunder shall be unaffected in any way by the termination of the mutual living arrangement.

Upon termination of the mutual living arrangement, any joint property as described in Paragraph 2 hereof including, but not limited to, any property into which same is converted, increments, accretions, or increases in value at any time of such assets, whether due to market conditions or the services, skills, or efforts of either party, shall be divided in accordance with

the percentage of their financial contributions from their separate property toward the acquisition of same, or, if none, then equally.

#### **DEATHS OF THE PARTIES**

**8. Death of Danny Defendant.** Upon the death of Danny Defendant, Patty Plaintiff shall receive and accept from his estate after his death, if she survives him, the sum of \$100,000 and she hereby waives and relinquishes all rights that she may now have or hereafter acquire under present or future laws of any jurisdiction to share in the property of the estate of Danny Defendant as a result of their mutual living arrangement or any other right to take against his last will and testament even if named as a beneficiary therein (unless such last will and testament is executed subsequent to the execution of this agreement), and the right to act as administrator or executor of his estate (unless such right is contained in a last will and testament executed subsequent to the execution hereof).

**9. Death of Patty Plaintiff.** Danny Defendant hereby waives and relinquishes all rights that he may now have or hereafter acquire under present or future laws of any jurisdiction to share in the property of the estate of Patty Plaintiff as a result of the mutual living arrangement or any other right to take against her last will and testament even if named as a beneficiary therein (unless such last will and testament is executed subsequent to the execution of this agreement), and the right to act as administrator or executor of her estate (unless such right is contained in a last will and testament executed subsequent to the execution hereof).

#### **EFFECTIVE DATE AND DURATION**

**10. Effective Date.** This arrangement shall be effective as of the time of the commencement of the mutual living arrangement.

**11. Duration.** The within agreement shall be perpetual in its duration and shall terminate only upon the happening of one of the following events:

(a) an agreement between the parties executed in conformity with Paragraph 26 hereof and terminating the within agreement, or by its terms, if it is clear that the within agreement is superceded thereby;

(b) the marriage of the parties. In the event of termination of this agreement, all of the terms shall be deemed void ab initio, nunc pro tunc.

## WAIVER OF CLAIMS

**12. Knowledge of Facts.** The parties acknowledge that each has produced, during the course of the negotiations leading to the execution of the within agreement, financial statements, records, and other documentation pertaining to his or her financial status, income, expenses, assets and liabilities. Each party represents to the other the completeness, truthfulness, and accuracy of said data with the understanding that the other party is relying thereon in accepting the terms contained herein and execution of the within agreement.

**13. Independent Counsel.** The parties each acknowledge that they have retained separate and independent counsel of their own choosing and that they have been separately and independently advised regarding every aspect of this agreement. They acknowledge that the other party has in no sense participated in the selection of their individual counsel.

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

**15. Entire Agreement.** This agreement constitutes the entire understandings between the parties and they each represent that there have been no representations, warranties, covenants or undertakings other than those as set forth herein.

**16. Waiver of Property Rights.** Except as herein to the contrary provided, each party may dispose of his or her separate property in any way, and each hereby waives and relinquishes any and all right he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction to share in the property of the other party as a result of the mutual living arrangement.

**17. General Mutual Releases.** Except as herein to the contrary provided, the parties and each of them, mutually remise, release and forever discharge each other from any and all actions, suits, debts and claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may hereafter have against the other upon or by reason of any matter, cause or thing up to the date of the execution of this agreement.

**18. Rights of Children.** The parties understand that the provisions of this agreement are not intended to govern or affect the rights of any and all children born or adopted during the mutual living arrangement by them and that the rights of such children shall be covered by applicable law.

## JUDICIAL PROCEEDINGS

**19. Non-collusive Agreement.** It is expressly understood that, notwithstanding the provisions hereof, there have been no collusive agreements whatsoever made either orally or in writing, or any representations by one party to the other with respect to the procurement of marriage or restraining or inhibiting the parties from entering into a marital relationship.

**20. Agreement in Evidence.** This agreement shall be offered in evidence in any proceedings instituted by either of the parties in any court of competent jurisdiction in which an interpretation and/or enforcement of the within agreement is the subject of the litigation, or other legal proceeding in which this agreement is relevant.

**21. 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.

**22. Modification or Waiver.** No modification of waiver of any of the terms of this agreement shall be valid unless in writing and executed by the party to be charged. The failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be deemed a waiver of any subsequent breach or default of any provision contained in this agreement.

## GENERAL PROVISIONS

**23. Counsel Fees.** Each party shall pay for his or her own counsel fees in connection with the negotiation, preparation, review and execution of the within agreement. However, this provision should not be deemed to limit the power of any court of competent jurisdiction to award counsel fees and costs in any action subsequent hereto.

Should either party fail to abide by the terms of this agreement, then the defaulting party will indemnify and hold the other harmless for all reasonable expenses and costs, including attorney's fees and disbursements, incurred in successfully enforcing this agreement, or asserting or defending his or her rights hereunder as against the other party or third parties.

**24. Further Documents.** The parties each respectively agree that he or she will, at any time hereafter, on request, make, execute and deliver any and all deeds, releases, waivers, and other instruments papers or documents as the other party may reasonably require for the purpose of giving full effect to the covenants, provisions, promises and terms contained within this agreement, including but not limited to any documents specifically provided for herein.



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.