

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_, intend to reside together in the future;

and, WHEREAS, they desire to affix their respective rights and liabilities that may result from this joint residency;

and, WHEREAS, they have fully and completely disclosed to one another their current financial status including assets and liabilities;

and, WHEREAS, they each have had an opportunity to consult with separate counsel of their own choice or such other advisor as each independently wishes to consult;

they now agree:

Each party shall maintain separate banking accounts, and neither party shall have the right to the proceeds of or access to the same.

That each party waives any claim to palimony or other claim for support resulting from said joint residency.

That when they reside together, and by such action in no way are they to be considered as married by the common law or otherwise shall they occupy the status of being married.

That should they purchase assets in joint names, the same shall be considered as held in tenancy in common. Each party shall contribute from their own income and resources one-half of the upkeep, taxes, and other fees or charges on such property. In the event that one party fails to pay as agreed, and such the other party contribute in excess of one-half, the excess contribution shall be chargeable to the proceeds if any upon resale of the property, and such excess contribution shall bear interest at the legal rate of interest then in effect.

The parties hereto waive any claim against the estate of the other party, save and except:

Any excess contribution to jointly acquired assets;

Any promissory notes executed by one party to the other;

Any judgment entered in the favor of one party against the other;

provided however, that should either party voluntarily and freely make a devise or other bequest to the other in their will, the recipient shall be entitled to the same.

Further this relationship was not premised upon or created by the

promise of a devise or bequest from their estate.

Other than property purchased in the parties joint names each party waives any claim to assets acquired by the other party before, during or after this period of co-habitation.

Other than debts validly contracted for services or materials or otherwise related to joint property of the parties, if any, neither party shall have the right to obligate, act for, contract for or represent the other party.

The parties shall apportion the necessary and jointly agreed living expenses as follows:

\_\_\_\_\_ shall contribute \_\_\_ per cent

\_\_\_\_\_ shall contribute \_\_\_ per cent

Should either party be temporarily unable to contribute, the sums may be advanced. However, after advances totaling \$ \_\_\_\_\_ the same will be considered to be gifts and any obligation to adjust accounts shall cease unless a promissory note is executed therefor.

This is the full agreement of the parties and there are no agreements other than those stated herein. This agreement shall only be modified by a writing executed by both parties hereto.

**\*\*\*\* READ CAREFULLY AS THIS IS A LEGALLY BINDING AGREEMENT\*\*\*\***  
**\*\*\*\* SHOULD THE PARTIES SUBSEQUENTLY MARRY THIS AGREEMENT SHALL BE NULL AND VOID FROM THAT POINT\*\*\*\***

DATED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_