**COHABITATION AGREEMENT**

This Cohabitation Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_***, 20****\_\_*, by and between:

**Partner 1:**
Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Partner 2:**
Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Collectively referred to as “the Parties”)

**1. Purpose**

The Parties intend by this Agreement to confirm their respective rights and obligations arising from their cohabitation and to provide clarity and certainty in relation to their finances, property, and other matters.

**2. Commencement**

This Agreement shall become effective on the date of signing by both Parties and shall continue until it is terminated or superseded by mutual written agreement or by operation of law.

**3. Property Owned Prior to Cohabitation**

Each Party acknowledges that property owned by either Party prior to the commencement of cohabitation shall remain the separate property of that Party. A list of such properties is attached as **Schedule A**.

Neither Party shall acquire any interest in the other Party’s pre-owned property, regardless of contributions made toward maintenance, improvements, or mortgage payments, unless otherwise stated in writing.

**4. Property Acquired During Cohabitation**

The Parties agree that:

* Property purchased jointly shall be held as **[joint tenants / tenants in common]** in the following shares:
Partner 1: \_\_\_\_%
Partner 2: \_\_\_\_%
* Property acquired in one Party’s name alone shall remain that Party’s sole property unless otherwise agreed in writing.

In the event of separation, jointly owned property shall be **[sold and proceeds divided / transferred / retained by one partner with compensation to the other]** as mutually agreed or determined by reference to the ownership shares.

**5. Household Expenses**

The Parties agree to contribute to household expenses as follows:

* Partner 1: \_\_\_\_%
* Partner 2: \_\_\_\_%

Alternatively, the following specific arrangement applies:

Contributions toward bills, mortgage, or rent **do not** entitle a Party to any interest in property solely owned by the other, unless otherwise agreed in writing.

**6. Debts**

Each Party shall be solely responsible for debts incurred in their own name prior to or during the relationship, unless a debt is jointly entered into by both Parties.

**7. Children**

If the Parties have or intend to have children together, they agree to cooperate in good faith to ensure the best interests of the children, including but not limited to:

* Living arrangements
* Parenting time
* Financial support
This section does not limit the Parties’ rights under family or child support law.

**8. Inheritance and Wills**

This Agreement does **not** grant inheritance rights. If either Party wishes to provide for the other in the event of death, they must make a valid will. The Parties acknowledge that **without a will**, no automatic inheritance rights exist between cohabiting partners.

Each Party agrees to consider updating their will to reflect any wishes regarding the other Party.

**9. Separation**

In the event of a breakdown in the relationship:

* The Parties agree to attempt to resolve matters amicably, including the division of jointly acquired assets and financial responsibilities.
* If a resolution cannot be reached, the Parties agree to attend **mediation** prior to commencing legal proceedings.

**10. Independent Legal Advice**

Each Party acknowledges that:

* They have been given the opportunity to seek independent legal advice.
* They fully understand the terms and legal consequences of this Agreement.
* They enter into this Agreement voluntarily and without pressure or duress.

**11. Full Financial Disclosure**

Each Party has made full and frank disclosure of their financial circumstances, including income, property, savings, debts, and liabilities. A summary of each Party’s financial disclosure is attached as **Schedule B**.

**12. Amendment and Termination**

This Agreement may only be amended or terminated by written agreement signed by both Parties.

**13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State/Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**14. Execution**

This Agreement is executed as a **deed** and shall be binding upon the Parties, their heirs, successors, and assigns.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first above written.

**Partner 1 Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Partner 2 Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness 1 Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness 2 Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule A – Separate Property List**

*(Attach a detailed list of assets owned before cohabitation)*

**Schedule B – Financial Disclosure**

*(Attach a summary of assets, income, liabilities, and debts for each party)*

**COHABITATION AGREEMENT (SAMPLE)**

This Cohabitation Agreement (“Agreement”) is made and entered into this **15th day of July, 2025**, by and between:

**Partner 1:**
Full Name: **Rachel Morgan Thompson**
Date of Birth: **March 12, 1991**
Address: **221 Willow Lane, Apartment 4B, Austin, Texas 78704**

**Partner 2:**
Full Name: **Daniel Christopher Rivera**
Date of Birth: **October 25, 1989**
Address: **221 Willow Lane, Apartment 4B, Austin, Texas 78704**

(Collectively referred to as “the Parties”)

**1. Purpose**

The Parties intend by this Agreement to confirm their respective rights and obligations arising from their cohabitation and to provide clarity and certainty in relation to their finances, property, and other matters.

**2. Commencement**

This Agreement shall become effective on the date of signing by both Parties and shall continue until it is terminated or superseded by mutual written agreement or by operation of law.

**3. Property Owned Prior to Cohabitation**

Each Party acknowledges that property owned by either Party prior to the commencement of cohabitation shall remain the separate property of that Party. A list of such properties is attached as **Schedule A**.

Neither Party shall acquire any interest in the other’s pre-owned property, regardless of contributions made toward maintenance, improvements, or mortgage payments.

**4. Property Acquired During Cohabitation**

The Parties agree that:

* Property purchased jointly shall be held as **tenants in common** in the following shares:
Rachel:   **60%**
Daniel:   **40%**
* Property acquired in one Party’s name alone shall remain that Party’s sole property unless otherwise agreed in writing.

In the event of separation, jointly owned property shall be **sold and the net proceeds divided** according to the above shares.

**5. Household Expenses**

The Parties agree to contribute to household expenses as follows:

* Rachel: **60%**
* Daniel: **40%**

Rachel will cover the full rent of $1,800 per month. Daniel will pay for all utilities, groceries, and internet service.

**6. Debts**

Each Party shall be solely responsible for debts incurred in their own name prior to or during the relationship, unless a debt is jointly entered into by both Parties.

**7. Children**

The Parties currently have no children. In the event they have children in the future, they agree to act in the best interests of the child regarding living arrangements, support, and shared parenting responsibilities.

**8. Inheritance and Wills**

This Agreement does **not** grant inheritance rights. The Parties understand that they will not inherit each other’s estates automatically unless specifically provided for in a valid will.

Rachel has a will dated May 2, 2024, naming Daniel as beneficiary of her car and savings account. Daniel has agreed to create a similar will.

**9. Separation**

In the event of a relationship breakdown:

* The Parties agree to communicate respectfully and attempt to resolve matters amicably.
* If no resolution is reached, they will attend **mediation** before considering legal proceedings.

**10. Independent Legal Advice**

Each Party acknowledges that:

* They have had the opportunity to seek independent legal advice.
* They understand the terms and legal consequences of this Agreement.
* They enter into this Agreement voluntarily and without coercion.

**11. Full Financial Disclosure**

The Parties have provided full disclosure of their financial circumstances. See **Schedule B** for details.

**12. Amendment and Termination**

This Agreement may only be amended or terminated by written agreement signed by both Parties.

**13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**.

**14. Execution**

This Agreement is executed as a **deed** and shall be binding upon the Parties, their heirs, successors, and assigns.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first above written.

**Partner 1 Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: Rachel Morgan Thompson
Date: July 15, 2025

**Partner 2 Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: Daniel Christopher Rivera
Date: July 15, 2025

**Witness 1 Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: Ava Reynolds
Address: 808 Crestwood Ave, Austin, TX
Date: July 15, 2025

**Witness 2 Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: Elijah Barnett
Address: 612 Elm Street, Austin, TX
Date: July 15, 2025

**Schedule A – Separate Property List**

**Rachel’s Property:**

* 2019 Toyota Camry
* Savings Account at Bank of America ending in 9483
* Roth IRA Account with Vanguard
* Antique bedroom furniture inherited from grandmother

**Daniel’s Property:**

* MacBook Pro (purchased 2022)
* Checking account at Chase ending in 2121
* Camera equipment (Canon EOS R, lenses, tripod)

**Schedule B – Financial Disclosure**

**Rachel:**

* Annual Income: $78,000 (Marketing Manager)
* Savings: $24,000
* Credit Card Debt: $3,500
* Car Loan: $9,800 balance remaining

**Daniel:**

* Annual Income: $56,000 (Freelance Videographer)
* Savings: $8,200
* Student Loan Debt: $12,500
* No car or real estate ownership