

COHABITATION AGREEMENT

THIS AGREEMENT is made at Columbus, Ohio, this _____, by and between _____ (hereinafter referred to as “[_____]”), and _____, (hereinafter referred to as “[_____]”), and both being sometime referred to in this Agreement as the “parties,” or the “cohabitants.”

RECITALS:

1. _____ and _____ contemplate cohabiting with each other.
2. _____ and _____ each own separate items of property, and each of them wishes to enter into an agreement regarding the future disposition of such property.
3. If _____ and _____ do cohabit with each other as they presently intend, each will want such cohabitation to continue, and this agreement will constitute the financial terms of the relationship.
4. Both _____ and _____ intend that this Agreement will release and surrender all rights that either of them may have or acquire in the present and future property of the other, except such rights as are specifically given one another by this Agreement.
5. The parties are each represented by counsel .
6. Each party has made full disclosure to the other of the property which each owns and of the value of such property, a disclosure of his or her income level, and a disclosure of his or her debts and current liabilities; this disclosure has been made in Exhibits “A” & “B”.
7. The parties agree with the law governing cohabitation agreement, if Ohio law.

8. To provide certainty with regard to the interpretation, construction, and application of this Agreement _____ and _____ desire and intend (and it is hereby so stipulated) that all aspects of this Agreement shall be interpreted, construed, and applied in accordance with the law(s) of the State of Ohio.

9. If the parties would marry one another, the parties agree to enter into a Premarital Agreement which will incorporate the terms of this Agreement

THEREFORE, in consideration of (1) the matters set forth in the above recitals (all of which shall be deemed to be part of the substantive provisions of this agreement, (2) their contemplated cohabitation, and (3) the mutual promises set forth below, _____ and _____ agree as follows:

1. SUPPORT

Each waive any claim for support against the other and the issue of support shall not be subject to the further jurisdiction of any court. However, during their cohabitation, they agree to equally contribute to the household and living expenses, in proportion to their incomes.

2. PROPERTY OWNED PRIOR TO COHABITATION

Each shall each retain his or her separate and independent ownership of all property that he or she may now own. That property is described in Exhibits "A" & "B", both exhibits being attached to and made a part of this Agreement. This retention of separate and independent ownership shall include all income from such property and all appreciation in value of that property, and shall include any change of form through items of property being traded or being sold and the proceeds invested in new forms of property.

To make this provision effective, each party hereby waives, renounces, and relinquishes all legal and equitable claims and rights, actual and implied and contingent, that he or she may now have in the separate property of the other or that he or she may acquire in that property if the parties do cohabit with one another, except those rights granted by this Agreement.

3. PROPERTY ACQUIRED AFTER COHABITATION

All property acquired by either _____ or _____ in their separate names after this Agreement is signed shall be and remain the sole property of that person, including any income from that property, all appreciation in value of that property, and any change of form through such property being traded or sold. All property acquired after this Agreement is signed that is in the joint names of _____ and _____ (e.g., a house they may own as tenants in common, with both of their names on the deed) shall be divided between them on a 50-50 basis in the event of a dispute or termination, unless otherwise stated in the deed for said property. Notwithstanding the provisions of this paragraph to the contrary, any and all property acquired by gift or inheritance by either _____ or _____ after this Agreement is signed shall be and remain the sole property of the party receiving the gift or inheritance, including any income from that property, all appreciation in value of that property, and any change of form of that property by being traded or sold. Such property acquired by gift or inheritance shall be excluded from any division between the parties in the event of a dispute.

To make this provision effective, each party hereby waives, renounces and relinquishes all legal and equitable claims and rights, actual and implied and contingent, that he or she might otherwise have in property subsequently acquired by the other, except those rights granted by this paragraph as to a dispute and except as may be granted elsewhere in this Agreement.

Any property, such as furniture, furnishings, equipment, and appliances which are acquired by the parties during their relationship shall be divided by mutual agreement upon a termination of the parties cohabitation by means other than marriage, as set out above. Should the parties be unable to mutually agree to a division of said property, then they shall employ one of the following options below in order to effectuate a division of said property:

Valuation and Buy-Out: The parties shall hire an appraiser, splitting the cost of said appraiser equally, and the appraiser shall appraise all disputed items of property. Either party shall have the right to buy all of the property from the other at one-half of the appraisal value, within seven

(7) days of the appraisal. If both parties should be willing and able to purchase the interest of the other, and both should choose to do so, then the parties will flip a coin with the winner being entitled to purchase said property.

Each party's items of personal property such as clothing and jewelry shall remain the property of that person regardless of any other provisions herein.

4. RETIREMENT BENEFITS WAIVER

Any retirement benefit, account, or right, including any distributions or other payments to a party, and any increase in such benefit or account during the term of the marriage, either by contributions, earnings, or appreciation, whether the Participant or others make investment decisions ("Retirement Benefit"), will be the separate property of the person who is the participant or owner of the benefit or account (the "Participant"), except as otherwise specifically provided in this Agreement. The Participant shall receive 100% of the Retirement Benefit and the non-Participant cohabitant will receive none of the Retirement Benefit, regardless of when it is paid.

The Participant and non-Participant cohabitant agree that neither will seek the imposition of any qualified domestic relations order or other order which would attempt to assign any rights in the Retirement Benefits to the non-Participant cohabitant. The non-Participant cohabitant hereby specifically agrees to consent in writing with his or her signature, duly witnessed by a notary public, to any election by the Participant to waive any and all forms of survivor benefits, specifically including, but not limited to, any pre-retirement survivor annuity and joint and survivor retirement annuity waivers and beneficiary designations. The non-Participant cohabitant

shall complete such consents to any waivers of these benefits completed by the Participant at any such time as requested by the Participant, whether currently or any time in the future.

5. DEATH OF EITHER PARTY AFTER COHABITATION

_____ and _____ each waive, relinquish, and renounce all rights and claims he or she might otherwise have upon the death of the other and against the estate or property of the other. This waiver and renunciation shall include every right, claim, and debt the

other may be entitled to enforce against the estate and/or against the property of the other upon the death of the other, including all rights and claims, procedural and substantive.

_____ hereby agrees to leave \$_____ upon the death of _____ outright and free of trust.

6. RIGHT TO SELL OR TRANSFER PROPERTY

Each party shall have the right at all times to sell or transfer any interest in his or her own property by deed, will, mortgage, or any other manner whatsoever, on his or her sole signature and to any person or entity. Each is hereby barred from and releases all claims of dower in the property of the other, and each agrees to sign and deliver at any time(s) and without additional consideration any deeds, releases, or other documents necessary (or merely appropriate or helpful) to evidence that he or she has no claim in the property of the other.

7. GIFT OR DEVISE OF PROPERTY

This Agreement is not intended to block or prohibit either party from giving property to the other by will, by gift, by designating the other as beneficiary of insurance, by designating the other party as a recipient of retirement benefits, or by any other lawful method whatsoever.

8. CONDITION TO GIVE AGREEMENT EFFECT

This Agreement shall not become effective unless the parties cohabit with each other. Said cohabitation shall be recognized and acknowledged by the parties by living together in one common residence wherein one address is acknowledged as the home of both parties. Evidence of said cohabitation shall include the common residence, listing the same address for mailing purposes, having a driver's license listed at the same address, and other similar factors common to traditionally married couples. Invalidation of any one or more of the provisions of this agreement by any court shall in no way affect the remaining provisions, each and every one of which shall remain in full force and effect.

9. TERMINATION OF AGREEMENT

This Agreement shall terminate upon the following events and/or conditions:

(A) Marriage of the parties in this or any jurisdiction;

(B) Written notification of either party, his or her agent, representative, or other party acting in a similar legal status for either party; or,

(C) Living separate and apart, other than vacations, work, or other obligations of a similar nature, for more than thirty (30) days.

10. GENERAL PROVISIONS

Each party makes the following statements and declarations with regard to himself or herself:

(A) This Agreement constitutes the entire understanding between them on the subject, there being no prior to contemporaneous oral or written promises, obligations, or conditions between them on these matters. Any amendment or alteration of this Agreement, to be effective against either party, must be in writing and signed by the party against whom (or against whose property or income) it is sought to be enforced, with said signature being duly notarized.

(B) Under all circumstances, this Agreement is fair and reasonable for each party.

(C) _____ and _____ were each given a separate copy of this Agreement before it was signed, and each had an opportunity to review and analyze the same. Each has consulted with an attorney, for the purpose of obtaining independent legal counsel as to his/her rights and to the terms and effects of this Agreement.

(D) Each party hereby waives any and all equitable and or legal claims one against the other by virtue of entering into this Agreement. The parties specifically intend to limit their recoveries and rights one to the other to the express terms and conditions set out herein.

11. SEVERABILITY

In the event any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and be severable from those portions deemed contrary to law, and shall continue to be valid and enforceable to effectuate the parties' intentions as expressed in the recitals.

12. MISCELLANEOUS

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, and assigns. The titles in this Agreement are for convenience only and shall not be deemed to have substantive effect.

13. ENFORCEMENT

Should it become necessary to enforce the terms and conditions of this Agreement in a court of competent jurisdiction, the party found to be at fault for breach of the terms and conditions set forth herein shall be responsible for the costs of enforcement for the prevailing party, to include attorney fees, court costs, and any related expenses.

IN WITNESS WHEREOF, this Agreement has been signed by the parties in duplicate on the day and year first mentioned above, with each signed copy to be deemed to be an original.

In the presence of:

Witness

Witness

Witness

Witness

County of _____

State of Ohio

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Sworn to before me and signed in my presence, this _____ day of _____, 2014.

Notary Public