

COHABITATION AGREEMENT

_____, Cohabitant No. 1, and _____, Cohabitant No. 2, hereinafter jointly referred to as the Cohabitants, who now live together at _____, in the city of _____, province of B.C., hereby agree on this _____ day of _____, in the year 20____, as follows:

1. The Cohabitants wish to establish their respective rights and responsibilities regarding each other's income and property and the income and property that may be acquired, either separately or together, during the period of cohabitation.
2. The parties each acknowledge that they enter into this agreement voluntarily, without any duress or undue influence, and that each has had the opportunity to consult with counsel of his/her choice.
3. The term of this agreement will be from _____, 20____ to _____, 20____. Both parties agree to discuss the renewal of this agreement before its end.
4. Either party may terminate this Agreement unilaterally at any time. Termination shall be effected by written notice by either party, cessation of the joint residency by either party or death of either party.
5. Consideration for this Agreement consists solely of the mutual promises herein contained and the mutual promises of each party to act as the living companion and partner to the other. This Agreement fully contemplates and compensates any and all services provided by either party for the benefit of the other during the course of their joint residency. The furnishing of sexual services shall in no way be construed as consideration for this Agreement.
6. The Cohabitants have made a full and complete disclosure to each other of all of their financial assets and liabilities.
7. Except as otherwise provided below, the Cohabitants waive the following rights:
 - a) To share in each other's estates upon their death except as specified in each other's wills.
 - b) To palimony or other forms of support or maintenance, both temporary and permanent.
 - c) To share in the increase in value during the period of cohabitation of the separate property of the parties. This includes Cohabitant No. 1's business interests and equity share in any companies.
 - d) To share in the pension, profit sharing, or other retirement accounts of the other.
 - e) To the division of the separate property of the parties, whether currently held or hereafter acquired.

- f) To any other claims based on the period of cohabitation of the parties.
 - g) To claim the existence of a common-law marriage.
8. The parties shall keep the following properties as the separate property of the recipient and said properties shall not be subject to division at the termination of this Agreement:
- a) Individual earnings, salary or wages acquired before or after the execution of this Agreement;
 - b) Individual gifts, bequests, devises or inheritances acquired before or after the execution of this Agreement;
 - c) All property, real or personal, owned by a party at the date of execution of this Agreement;
 - d) All income or proceeds derived from the aforementioned properties.
9. Each asset purchased during the agreement will be assumed to be the property of the party who paid for the asset unless there is a written statement of joint ownership that specifies the percentage paid by each party.
10. If the parties should purchase assets in joint names, such assets shall be considered as held in tenancy in common. Each party shall contribute from their own resources and income one-half of the upkeep, taxes, and other fees or charges on such property. In the event that one party shall fail to pay as agreed, and the other party contribute in excess of one-half, this 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.
11. Neither party shall be responsible for debts of the other party, whether existing at the outset of the agreement or incurred during the agreement unless there is a written statement specifying the percentage of liability of each party. In the case of a legal document such as co-signing for a loan, the legal document shall take precedence over this agreement.
12. 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 either party.
13. Each party shall maintain separate banking accounts, and neither party shall have the right to the proceeds of or access to the same.
14. The Cohabitants agree to divide the household expenses as follows:
- a) Cohabitant No. 2 will pay \$___ per month inclusive of rent, food, heat, light, laundry, and high-speed Internet. Cohabitant No. 2 may pay partially or wholly by working for Cohabitant No. 1's business at the rate of \$__ per hour. Housekeeping activities

shall not be included except as specified in c) below.

- b) Cohabitant No. 1 will maintain the rental agreement and all utilities in his name except for Cohabitant No. 2's cell phone.
- c) Cohabitant No. 1 will pay for biweekly house cleaning at \$__ per cleaning and for yard maintenance unless there is an agreement that Cohabitant No. 2 will perform some or all these functions, in which case she is entitled to the amount that Cohabitant No. 1 would have paid for these services.
- d) Should either party for a time be unable to contribute, the sums may be advanced. However, after advances totaling \$3,000 the sum will be considered to be gifts and any obligation to adjust accounts shall cease unless a promissory note is executed.

15. The Cohabitants have separate income and assets to independently provide for their own respective financial needs.

16. If Cohabitant No. 2 works for Cohabitant No. 1's company, she will be compensated under a mutually agreed Contract for Hire and will have no further claim for compensation for any reason.

17. In the event of termination or if the agreement is not renewed, Cohabitant No. 1 will pay the first four month's rent, damage deposit, and moving fees to return Cohabitant No. 2 to the same lifestyle that she enjoyed before commencing cohabitation.

- a) If her sole income at the time of separation is from working for Cohabitant No. 1's company and continuing to work is not feasible, or if she is earning less than she earned at the beginning of the relationship (e.g. by working only part-time), or if she is totally dependent on Cohabitant No. 1, Cohabitant No. 1 agrees to pay the highest monthly amount as determined by the Federal Department of Justice Guidelines for spousal support for the longest period under the guidelines or until she becomes fully self-supporting at a level comparable to when she entered the relationship either through employment or entering into another relationship. A guidelines calculator can be found at <http://www.bcfamilylawresource.com/05/0511body.htm>.
- b) If Cohabitant No. 1 is the dependent one at the end of the relationship, Cohabitant No. 2 agrees to a similar spousal support.
- c) In either case, it is expected that the one on spousal support will endeavor to become self-sufficient as quickly as possible.

18. Upon termination of this Agreement or termination of the joint residency, all jointly owned property shall be divided among the parties according to their pro rata share. If the parties are unable to agree on the appropriate division of joint property, they may appoint an independent and mutually agreed upon Third-party to act as Appraiser. The Appraiser shall divide the property among the parties according to his/her pro rata share.

19. Upon the death of either party, the surviving party waives all rights to support by the deceased party except as specified in a will.
20. This Agreement creates a fiduciary relationship between the parties in which each party agrees to act with the utmost of good faith and fair dealing toward the other in the management of their joint property and in all other aspects of this Agreement.
21. This agreement constitutes the entire agreement of the parties and may be modified only in a writing executed by both Cohabitants.
22. In the event it is determined that a provision of this agreement is invalid because it is contrary to applicable law, that provision is deemed separable from the rest of the agreement, such that the remainder of the agreement remains valid and enforceable.
23. This agreement is made in accordance with the laws of the province of British Columbia, and any dispute regarding its enforcement will be resolved by reference to the laws of that province.
24. If the Cohabitants marry during this agreement, it will constitute a pre-nuptial agreement and will be in force as long as the Cohabitants are married except as modified in a writing executed by both Cohabitants.

I HAVE READ THE ABOVE AGREEMENT, I HAVE TAKEN TIME TO CONSIDER ITS IMPLICATIONS, I FULLY UNDERSTAND ITS CONTENTS, I AGREE TO ITS TERMS, AND I VOLUNTARILY SUBMIT TO ITS EXECUTION.

First Party

Second Party

Witness

Witness