

# COHABITATION AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

This Cohabitation Agreement (the "Agreement") is made between:

Party A (Full Name): \_\_\_\_\_

Address: \_\_\_\_\_

Party B (Full Name): \_\_\_\_\_

Address: \_\_\_\_\_

## Recitals:

- A. The Parties have been cohabiting in a domestic relationship but are not legally married or in a registered partnership.
- B. The Parties wish to record their mutual rights and obligations in respect of their relationship, property, and other matters.
- C. This Agreement is intended to operate as a legally binding contract under the laws of Australia.

## 1. Definitions

"Property" means all real and personal property owned or acquired individually or jointly by the Parties. "Contribution" means financial, non-financial, or other inputs made by a Party towards the relationship or Property. "Dispute" means any disagreement arising under or in connection with this Agreement.

## 2. Purpose

This Agreement sets out the rights and responsibilities of the Parties during cohabitation and in the event of separation or death.

## 3. Living Arrangements

The Parties agree to share the residence located at: Address: \_\_\_\_\_ Each Party shall contribute to household expenses as mutually agreed.

## 4. Property Ownership and Division

a) Any Property owned by a Party prior to cohabitation remains that Party's sole property. b) Property acquired jointly during cohabitation shall be owned jointly unless otherwise agreed. c) Upon separation, Property will be divided according to the Parties' respective Contributions and as agreed or determined by law.

## 5. Financial Matters

a) Each Party will maintain their own bank accounts unless otherwise agreed. b) Parties may agree to joint accounts for household expenses. c) Debts incurred by one Party remain that Party's responsibility unless otherwise agreed.

## 6. Dispute Resolution

a) The Parties agree to negotiate in good faith to resolve any Dispute. b) If negotiation fails, the Parties agree to mediate through a mutually agreed mediator. c) If mediation fails, either Party may seek resolution through the courts of appropriate jurisdiction in Australia.

## **7. Confidentiality**

The Parties agree to keep the terms of this Agreement and any related information confidential except as required by law or agreed in writing.

## **8. Term and Termination**

This Agreement commences on the date signed by both Parties and continues until terminated by mutual agreement or by operation of law upon separation or death.

## **9. Amendments**

Any amendments or variations to this Agreement must be in writing and signed by both Parties.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings relating to the subject matter.

## **11. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the relevant State or Territory laws. The Parties submit to the non-exclusive jurisdiction of the courts of Australia.

## **12. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

## **13. Independent Legal Advice**

Each Party acknowledges that they have had the opportunity to seek independent legal advice prior to executing this Agreement.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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