

Domestic Partnership Agreement

Note: The specific conditions listed below, such as those that address how property and income will be shared between the parties, are simply examples of conditions you might include in such agreement. You may choose to alter these depending upon the specific agreements you and your partner reach in your own relationship.

We, _____ [name] and _____ [name], attest to and agree to the following:

1. We are both at least 18 years old and mentally competent to consent to a civil contract; and we are not acting under force or duress.
2. We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare.
 - a. We are jointly responsible for our assets and debts as provided by applicable law.
3. Neither of us is married to or legally separated from any other person and neither of us is engaged in another domestic partnership.
4. All property earned or accumulated prior to this date absolutely belongs to the person who earned or accumulated it and cannot be transferred to the other except in writing. Attached is a list of the major items of property we own separately.
5. All income earned by either of us while we are living together and all property accumulated from that income belongs in equal shares to both of us and should we separate, all accumulated property shall be divided equally.
6. Should either of us receive real or personal property by gift or inheritance, the property belongs absolutely to the person receiving the gift of inheritance and cannot be transferred to the other except by writing.
7. We agree that neither of us has any rights to, or financial interest in, any separate real property of the other, whether obtained before or after the date of this contract, unless that right or interest is in writing.
8. Either one of us may terminate this contract by giving the other a _____ [two-week or some other period of time] written notice. If one partner is contemplating terminating the relationship we agree that at least one joint counseling session will be scheduled if either one of us requests it. If children are involved, we agree to give a _____ [more than

two-week] written notice of intent to terminate and too agree to at least three joint counseling sessions.

9. In the event we separate, all jointly owned property shall be divided equally and neither of us shall have any claim for support or for any other money or property from the other.
10. We agree that any dispute arising out of this contract shall be arbitrated under the terms of this Agreement. If we both choose, we shall first try to resolve the dispute with the help of a mutually agreeable mediator. If we are unable to agree upon a mediator, each one of us will name another recommended mediator, and those two will choose a third who shall arbitrate the Agreement.
11. We agree that if the court finds any portion of this contract to be illegal or otherwise unenforceable, the remainder of the contract is still in full force and effect.
12. This agreement sets forth our rights and obligations toward each other, which we intend to abide by in a spirit of cooperation and good faith. This agreement represents our complete understanding regarding our living together and replaces any and all prior agreements, written or oral. It can be amended, but only in writing, and must be signed by both of us.
13. This agreement will be interpreted pursuant to the laws of the state of _____ [the state where both of you reside.]

Signature

Date

Signature

Date

Witness Signature

Date

Notary Signature

Date

IMPORTANT NOTE: This sample legal document is provided for informational purposes only and may or may not be valid in your particular state. This sample legal document also may not include the particular provisions you need. We strongly recommend that you consult a competent family or estate planning attorney who is familiar with these issues. This sample legal document in no way constitutes, and should not be relied upon, as legal advice.