

# CO-HABITATION AGREEMENT

This is a written agreement used by an unmarried couple who are in a long-term relationship. This agreement protects their rights and sets out their obligations, it also regulates various aspects such as their living expenses, property, maintenance etc.

## PARTY 1

Name & Surname:

ID Number:

Address:

(the address acts as the domicilium citandi et executandi)

Email:

Cellphone Number:

## PARTY 2

Name & Surname:

ID Number:

Address:

(the address acts as the domicilium citandi et executandi)

Email:

Cellphone Number:

## **2. PURPOSE**

- 2.1. The Parties are currently living together in a domestic partnership and intend to continue their living arrangement without getting married.
- 2.2. The Parties want to define their respective property rights and liabilities that arise from their domestic partnership.
- 2.3. Both Parties enter into this agreement voluntarily and without any pressure or undue influence. Each Party has had an opportunity to consult with an attorney of its choice.

## **3. MARITAL STATUS**

While the Parties reside together, they have no intention of entering into a marriage, whether by operation of common law or any other law.

## **4. THE AGREEMENT**

- 4.1. This agreement contains the mutual promises made by both Parties, and includes the mutual promises of each to act as the living companion and partner of the other.
- 4.2. This agreement provides and compensates for all services provided by either Party for the benefit of the other, while they reside together.
- 4.3. Providing any sexual services will not be considered for the purposes of this agreement.

## **5. DISCLOSURE OF CURRENT FINANCIAL STATUS**

- 5.1. Each Party has fully, to the best of its knowledge, disclosed its current financial status (including assets and liabilities) to the other.
- 5.2. Each Party must attach a balance sheet to this agreement that sets out its current assets and liabilities. This balance sheet must reflect each Party's current financial status to the best of their ability.

## **6. DIVISION OF LIVING EXPENSES**

- 6.1. The necessary and jointly approved living expenses of the Parties will be divided as follow:
  - 6.1.1. Party 1 will make a monthly contribution of R\_\_\_\_\_or\_\_\_\_\_%.
  - 6.1.2. Party 2 will make a monthly contribution of R\_\_\_\_\_or\_\_\_\_\_%.

- 6.2. The Parties will deposit their monthly pro rata contributions into their joint current/savings account.
- 6.3. Any property purchased using the funds in the joint account will be regarded as joint property of the Parties and owned according to each respective party's percentage of contribution.
- 6.4. Both Parties may draw upon their joint account.

## **7. SEPARATE PROPERTY**

The Parties will keep the following belongings as their separate property, and it will not be divided should this agreement end:

- 7.1. All property owned by a specific Party at the date of entering into this agreement.
- 7.2. Separate gifts, bequests or inheritances obtained before and after entering into this agreement.
- 7.3. Separate earnings, salary or wages obtained before and after entering into this agreement.
- 7.4. All income and proceeds derived from the aforesaid properties.

## **8. COMMINGLING OF PROPERTY**

All commingled property will be regarded as the joint property of the Parties, unless they agree otherwise in writing.

## **9. JOINT PROPERTY**

All property obtained by the Parties after entering into this agreement, by using their joint resources and funds, will be regarded the joint property of the Parties and will be owned according to each respective Party's percentage of contribution.

## **10. DIVISION OF PROPERTY UPON TERMINATION**

- 10.1. Should the Parties no longer wish to live together, and end this agreement, their jointly owned property will be divided according to their pro rata share.
- 10.2. If the Parties cannot agree on the division of their property, they must appoint an independent third-party to act as an appraiser.
- 10.3. Both Parties must agree on an appropriate Appraiser.
- 10.4. The Appraiser will divide the property according to each Parties pro rata share.

---

## **11. DUTY OF GOOD FAITH & CONFIDENTIALITY**

- 11.1. A fiduciary relationship exists between the Parties and each Party agrees to act with the utmost good faith and fairness in dealing with each other, as they manage their joint property and fulfil their obligations in terms of this agreement.
- 11.2. No Party may directly, or indirectly publish, or cause to be published, any diary, memoir, letter, story, photograph, interview, article, essay, account, description or depiction of any kind, whether fictional or not, concerning the relationship or any other aspect of the Parties' personal or business or financial affairs, or assist or provide information to others in connection with the publication or distribution of any such material or excerpts thereof, unless written consent is provided by the other.

## **12. LEGAL NAMES OF PARTIES**

Each Party will keep their legal name and surname, as printed and signed on this agreement.

## **13. DURATION OF AGREEMENT**

- 13.1. This agreement becomes effective on the date it signed, and will remain effective until ended.
- 13.2. The agreement can be ended by giving written notice to the other Party, or by moving out of the joint residence or by death of either party.
- 13.3. This agreement can be ended unilaterally by either Party, at any time.
- 13.4. Should either Party pass away, the surviving party waives all rights to support by the deceased Party.

## **14. COMPLETE AGREEMENT**

- 14.1. This agreement fully and completely sets out all terms and conditions agreed to by the Parties.
- 14.2. No changes will have any effect or force unless it is placed in writing, signed by both Parties and attached to this agreement.

## **15. SEVERABILITY**

Should any term or condition of this agreement be found to be invalid, void or unenforceable, the remaining terms and conditions will continue to be in full force and effect without impairment.

**16. GOVERNING LAW**

This agreement has been concluded and will be governed by or interpreted in terms of the laws of the Republic of South Africa.

Signed and dated at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
in the presence of the undersigned witnesses.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**PARTY 1**

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**PARTY 2**