

COHABITATION AGREEMENT (ALBERTA)

Location: _____ Effective Date: _____

PARTIES:

Party 1 Full Name: _____

Address: _____

Phone/Email: _____

Party 2 Full Name: _____

Address: _____

Phone/Email: _____

RECITALS:

WHEREAS the Parties have been living together in a conjugal relationship and have agreed to enter into this Cohabitation Agreement to define their respective rights and obligations; AND WHEREAS the Parties intend by this Agreement to clarify their financial and property arrangements during cohabitation and in the event of separation or death.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms have the following meanings: 'Cohabitation' means the Parties living together in a conjugal relationship; 'Property' means all assets, real and personal, whether owned jointly or individually; 'Separation' means the cessation of cohabitation by the Parties.

2. PURPOSE OF AGREEMENT

The Parties enter into this Agreement to govern their rights and obligations regarding property, finances, and support during cohabitation and in the event of separation or death, subject to the laws of the Province of Alberta.

3. PROPERTY OWNERSHIP AND MANAGEMENT

3.1 Each Party shall retain sole ownership of all property owned prior to the commencement of cohabitation and all property acquired individually during cohabitation unless otherwise agreed in writing. 3.2 Property acquired jointly during cohabitation shall be owned as tenants in common unless otherwise agreed. 3.3 Each Party shall be solely responsible for debts incurred individually unless jointly agreed otherwise. 3.4 The Parties agree to keep accurate records of their respective property and debts.

4. SUPPORT OBLIGATIONS

4.1 Neither Party shall be obligated to provide spousal support or maintenance to the other during or after cohabitation unless otherwise agreed or ordered by a court of competent jurisdiction. 4.2 Nothing in this Agreement prejudices any statutory rights regarding support under Alberta law that may apply notwithstanding this Agreement.

5. SEPARATION

5.1 In the event of Separation, the Parties shall divide jointly owned property equitably in accordance with this Agreement and applicable Alberta law. 5.2 Each Party shall retain sole ownership of their individual property and be responsible for their individual debts. 5.3 The Parties shall cooperate in good faith to execute all documents necessary to effectuate the terms of this Agreement upon Separation.

6. DEATH

6.1 This Agreement shall not affect the testamentary freedom of either Party. 6.2 Upon the death of a Party, the surviving Party's rights shall be governed by the deceased Party's will and applicable Alberta succession laws. 6.3 Nothing in this Agreement shall be construed as creating a trust or altering the disposition of property by will.

7. DISCLOSURE

The Parties acknowledge that they have fully and frankly disclosed their respective financial positions, including assets, liabilities, and income, to each other prior to executing this Agreement.

8. INDEPENDENT LEGAL ADVICE

8.1 Each Party acknowledges that they have had the opportunity to seek independent legal advice regarding this Agreement. 8.2 Each Party signs this Agreement freely and voluntarily, without duress or undue influence.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

10. AMENDMENTS

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

11. ENTIRE AGREEMENT

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

12. SEVERABILITY

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

13. COUNTERPARTS AND EXECUTION

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

PARTY 1 SIGNATURE

PARTY 2 SIGNATURE

Signature: _____

Signature: _____

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