

COHABITATION AGREEMENT (ONTARIO)

Location: _____ Date: _____

Party A Information:

Full Name: _____
Date of Birth: _____ Address: _____
Phone/Email: _____

Party B Information:

Full Name: _____
Date of Birth: _____ Address: _____
Phone/Email: _____

1. Introduction and Purpose

This Cohabitation Agreement (the “Agreement”) is made between Party A and Party B (each a “Party” and together the “Parties”) who have decided to live together in a conjugal relationship. The Parties intend that this Agreement will govern their rights and obligations with respect to property, support, and other matters during and after their cohabitation.

2. Definitions

In this Agreement, 'Property' means all assets, possessions, and interests owned or acquired by either Party, whether individually or jointly, before or during the cohabitation. 'Support' means any financial assistance one Party may be required to provide to the other under this Agreement or applicable law.

3. Disclosure

Each Party confirms that they have fully disclosed to the other all material facts relating to their financial circumstances, including debts, assets, income, and liabilities. Each Party acknowledges that they have had the opportunity to obtain independent legal advice before executing this Agreement.

4. Property Ownership and Division

Except as otherwise provided herein, each Party shall retain exclusive ownership of their personal property and assets acquired before or during the cohabitation, unless these are expressly agreed to be joint property. Upon termination of cohabitation, the Parties agree to divide their joint property fairly and equitably, taking into account contributions, financial and non-financial.

5. Financial Arrangements During Cohabitation

The Parties agree on how to share expenses related to their cohabitation, including rent or mortgage payments, utilities, food, and other household expenses. Contributions may be equal or in proportion to each Party's income, as agreed and documented separately.

6. Support Obligations

Except as otherwise mutually agreed, neither Party shall be obliged to provide financial support to the other during cohabitation or after its termination. Any claims for support shall be governed by the Family Law Act (Ontario) and relevant legal principles.

7. Debts

Each Party shall be responsible for their individual debts incurred before or during cohabitation unless otherwise agreed in writing. Joint debts must be paid jointly, and the Parties shall indemnify each other against liabilities arising from debts solely incurred by one Party.

8. Termination of Cohabitation

Cohabitation shall be deemed terminated when either Party ceases to live together with the other as a couple. Upon termination, the Parties shall negotiate in good faith to resolve matters relating to property division, support, and any other outstanding issues in accordance with this Agreement and Ontario law.

9. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved initially by mediation. If mediation fails, the Parties may resort to arbitration or court action. The Parties agree to cooperate fully in any dispute resolution process.

10. Confidentiality

The terms of this Agreement and any information exchanged in connection herewith shall remain confidential between the Parties, except as required by law or as agreed in writing.

11. Legal Advice

Each Party acknowledges that they have been advised to obtain independent legal advice, have had adequate opportunity to do so, and either have done so or voluntarily declined to seek such advice.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the matters herein and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

13. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

14. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Ontario. The Parties consent to the exclusive jurisdiction of the courts of Ontario with respect to any dispute arising out of this Agreement.

16. No Partnership or Agency

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency relationship between the Parties.

17. Waiver

No failure or delay by a Party in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise.

18. 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.

19. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally,

sent by registered mail, or electronic mail to the addresses provided by the Parties.

20. Acknowledgement

The Parties acknowledge that they enter into this Agreement freely, voluntarily, and without duress or undue influence.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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