



# COHABITATION AGREEMENT

## PARENTING PLAN: ENTERED INTO BETWEEN

Full Name & Surname \_\_\_\_\_

Identity Number \_\_\_\_\_

Physical Address \_\_\_\_\_

Email Address \_\_\_\_\_

(Hereinafter referred to as **"First Party"**)

## AND

Full Name & Surname \_\_\_\_\_

Identity Number \_\_\_\_\_

Physical Address \_\_\_\_\_

Email Address \_\_\_\_\_

(Hereinafter referred to as **"Second Party"**)

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## 1. PARENTAL RESPONSIBILITIES AND RIGHTS

- 1.1. The parties are currently living together in a domestic partnership and intend to continue living together in this arrangement;
- 1.2. The parties wish to define their respective proprietary rights and liabilities arising from their domestic partnership arrangement;
- 1.3. The parties each acknowledge that they enter into this agreement voluntarily, without any duress or undue influence, and that each has had the opportunity to consult with an attorney of his/her choice;

## 2. MARITAL STATUS

The joint residency of the parties shall in no way render the parties married in any way, whether by operation of common law or any other law.

## 3. THE AGREEMENT

- 3.1. This Agreement consists solely of the mutual promises contained herein and the mutual promises of each party to act as the living companion and partner to the other.
- 3.2. This Agreement fully contemplates and compensates any and all services provided by either party for the benefit of the other during the course of their joint residency. The furnishing of sexual services shall in no way be construed as consideration for this Agreement.

## 4. DISCLOSURE OF CURRENT FINANCIAL STATUS

Each party has fully and completely, to the best of his/her knowledge, disclosed to the other party his/her current financial condition including all assets and liabilities. Each party has attached a balance sheet to this agreement indicating his/her current assets and liabilities with the understanding that this balance sheet reflects his/her current financial status to the best of his/her ability.



## 5. DIVISION OF LIVING EXPENSES

**Necessary and jointly approved living expenses shall be divided between the parties as below:**

- 5.1. The 1st Party shall contribute an amount of R \_\_\_\_\_ or pay a percentage of ( \_\_\_\_ %) per month towards the monthly expenses;
- 5.2. The 2nd Party shall contribute an amount of R \_\_\_\_\_ or pay a percentage of ( \_\_\_\_ %) per month towards the monthly expenses;
- 5.3. The parties shall contribute their monthly pro rata contributions into the joint savings/current account of the parties.
- 5.4. Any property purchased using funds in this account shall be considered to be the joint property of the parties and owned according to the respective party's percentage of contribution as stated above. Either party may draw upon this checking account.

## 6. SEPARATE PROPERTY

**The following properties shall be kept by the parties as the separate property of the recipient and the said properties shall not be subject to division at the termination of this Agreement:**

- 6.1. The All and any property, real or personal, owned by a specific party at the date of execution of this agreement;
- 6.2. Individual gifts, bequests or inheritances acquired before or after the execution of this agreement;
- 6.3. Individual earnings, salary or wages acquired before or after the execution of this agreement;
- 6.4. All income or proceeds derived from the aforementioned properties.



## 7. COMMINGLING PROPERTY

All commingled property shall be presumed to be joint property of the parties unless otherwise agreed.

## 8. JOINT PROPERTY

All property acquired by the parties after the date of execution of this Agreement and before the termination of this Agreement and procured jointly with joint resources and funds shall be considered joint property of the parties with each party possessing his/her aforementioned percentage of ownership.

## 9. DIVISION OF PROPERTY UPON TERMINATION

Upon termination of this Agreement or termination of the joint residency, all jointly owned property shall be divided among the parties according to their pro rata share listed above. If the parties are unable to agree on the appropriate division of joint property, they may appoint an independent and mutually agreed upon Third-party to act as Appraiser. The Appraiser shall divide the property among the parties according to his/her pro rata share.

## 10. DIVISION OF GOOD FAITH & CONFIDENTIALITY

- 10.1. This Agreement creates a fiduciary relationship between the parties in which each party agrees to act with the utmost of good faith and fair dealing toward the other in the management of their joint property and in all other aspects of this agreement.
- 10.2. Without obtaining a parties' written consent in advance, a party shall not directly or indirectly publish, or cause to be published, any diary, memoir, letter, story, photograph, interview, article, essay, account, or description or depiction of any kind whatsoever, whether fictionalised or not, concerning the relationship or any other aspect of a parties' personal, business or financial affairs, or assist or provide information to others in connection with the publication or dissemination of any such material or excerpts thereof.

## 11. LEGAL NAMES OF PARTIES

Each party shall retain his/her legal name, including surname, as printed, and signed in this Agreement.



## 12. DURATION OF AGREEMENT

This Agreement shall become effective at the date of execution and shall remain in effect until termination. Termination shall be affected by written notice by either party, cessation of the joint residency by either party or death of either party. Either party may terminate this Agreement unilaterally at any time.

## 13. DEATH OF PARTY

Upon the death of either party, the surviving party waives all rights to support by the deceased party.

## 14. COMPLETE AGREEMENT

It is the intent of the parties that this Agreement be the full and complete agreement between the parties regarding their joint residency. No variation of this agreement shall be of force or effect unless reduced to writing and signed by both parties.

## 15. SEVERABILITY OF PROVISIONS

Should any paragraph or provision of this Agreement be held invalid, void, or otherwise unenforceable, it is the intent of the parties that the remaining portions shall nevertheless continue in full force and effect without impairment.



## 16. GOVERNING LAW

This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the Republic of South Africa.

Dated at \_\_\_\_\_ this the \_\_\_\_\_ 20 \_\_\_\_\_.

### **AS WITNESSES:**

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

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

\_\_\_\_\_  
**FIRST PARTY**

Dated at \_\_\_\_\_ this the \_\_\_\_\_ 20 \_\_\_\_\_.

### **AS WITNESSES:**

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

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

\_\_\_\_\_  
**SECOND PARTY**



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