

APPENDIX E
Sample Simple Cohabitation Agreement to Be Tailored
to Specific Facts

(Based on Woman Owning the Residence)

As of _____

Dear _____:

This letter will constitute our entire agreement as follows:

1. You shall permit me a license for my nonexclusive use of the premises known as _____, for such time as you in your sole discretion may determine, commencing as of _____. I shall have the right to occupy the premises in such areas and shall share use of its facilities and contents as you may designate.

2. Commencing as of _____, I shall pay to you for the reasonable use of the premises and its facilities the sum of \$ _____ per month, payable on or before the first day of each month, in advance, time being of the essence, at such place as you shall from time to time designate, except that if you actually receive payment from me on or before the due date, I shall be given a \$ _____ discount and pay only \$ _____ for that month.

3. I shall obtain and have no rights with respect to the premises or its contents that you make available to me, and you have no obligation to provide the use of any contents as you may choose. You shall have no responsibility whatsoever for any of my personal property that I may have on the premises regardless of any negligence, neglect, willful acts or any omissions on your part or any of your animals.

4. Other than as expressly set forth herein, no rights or obligations shall accrue to either of us by virtue of (a) this agreement, or (b) my exercise of the license herein granted to me, or (c) any relationship of any kind that may now or hereafter exist between us, whether personal, business or otherwise (including but not limited to any claim of partnership or palimony); and in no event shall any confidential relationship be created between us because of my use of the premises.

5. In the event that you, in your sole judgment, terminate this license, with or without cause, I shall immediately vacate the premises and, on reasonable prior notice to you and in your presence, remove only my own personal belongings and effects. I shall have no claim against you for any improvements to the premises or its fixtures or to any of its contents for any reason, except for any willful acts by you, my own personal belongings and effects, regardless of whether or not I have contributed anything to the said premises, fixtures or contents by way of improvements, labor, payment of expenses or for any other reason, all of which shall be deemed irrevocable gifts.

6. In the event the premises or any of its contents, and your other personal property (including but not limited to motor vehicles, boats and recreational items) shall be lost, damaged or diminished in value by reason of my negligence, gross negligence or neglect or willful acts, omissions or other conduct, I shall be fully responsible to you and shall indemnify and hold you harmless of all liability, damages and expenses (including but not limited to reasonable attorneys' and professionals' and experts' fees).

7. The license herein granted to me shall not create any landlord-tenant relationship or possessory rights. If I fail to vacate the premises promptly upon your request, you have the right, in addition to all other remedies, to treat me as a "squatter" and a trespasser and may remove me by any means whatsoever, including but not limited to summary proceedings, police intervention, "lock-out" or self-help.