

PREMARITAL COHABITATION AGREEMENT

This PREMARITAL COHABITATION AGREEMENT (hereinafter, this ‘**Agreement**’) is entered into, for good and valuable consideration, by and between,

JANE DOE (hereinafter, ‘**Jane**’),

and,

JOHN DOE (hereinafter, ‘**John**’).

The consideration for this Agreement consists solely and exclusively of the mutual promises of Jane and John as specified in this Agreement.

This Agreement is effective as of the date of the last signature below (hereinafter referred to as the ‘**Effective Date**’). The Parties jointly agree to be bound by the Standard Terms and Conditions and the Cohabitation Stipulations described in this Agreement.

This Agreement consists of (i) this signature page, (ii) the attached Standard Terms and Conditions, (iii) all the Cohabitation Stipulations, together with any related exhibits executed by the Parties under this Agreement, all of which are incorporated herein by reference, (iv) a notarization block, and (v) any addendum that may be executed by the Parties from time to time setting forth additional terms (each, an ‘**Addendum**’).

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of each cohabitation stipulation. There are no conditions, understandings, agreements, or representations which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the Parties—i.e., an Addendum.

IN WITNESS WHEREOF, each Party understands that their respective dated signatures will duly authorize the full execution of this Agreement in its entirety, and each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement. Upon their signatures below, the Parties will cause this Agreement to be duly executed, and each Party covenants to uphold and be bound by every provision, promise, and any other item described in the entirety of this Agreement.

Jane:

John:

Name

Name

Signature

Signature

Date of Signature

Date of Signature

STANDARD TERMS AND CONDITIONS

§ 1 - AGREEMENT STRUCTURE. Each written statement of the Cohabitation Stipulations executed by the Parties under this Agreement shall be subject to these Standard Terms and Conditions, as well as the additional terms and conditions set forth in the Addendum hereunder applicable to such written statement of the Cohabitation Stipulations, if any. Each written statement of the Cohabitation Stipulations shall specifically reference this Agreement, the Addendum to which such written statement is subject, if any, and set forth the Permitted Applications (as defined in a written statement of the Cohabitation Stipulations), if any, and any other terms applicable to the stipulations provided under such written statement of the Cohabitation Stipulations. When fully executed, each written statement of the Cohabitation Stipulations shall be incorporated into and shall form a part of this Agreement. The provisions of the various Agreement documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between the terms and conditions of these Standard Terms and Conditions or the Addendum applicable to a written statement of the Cohabitation Stipulations, if any, on the one hand, and the terms and conditions of a written statement of the Cohabitation Stipulations on the other hand, the terms and conditions of these Standard Terms and Conditions and the Addendum applicable to such written statement, if any, shall control, unless explicitly stated otherwise in a written statement of the Cohabitation Stipulations, and in that case, the conflicting terms and conditions in such written statement of the Cohabitation Stipulations shall apply only to that written statement.

§ 2 - TERM. This Agreement shall commence on the Effective Date. This Agreement shall remain in effect and govern the Parties' relationship until the Parties marry or separate unless otherwise modified by an Addendum duly executed by the Parties.

§ 3 - GENERAL PROVISIONS. The following constitute the general provisions of this Agreement, which govern the Parties' Agreement:

§ 3.1 - Relationship of the Parties. The Parties expressly understand and agree that any confidential relationship that may develop during the cohabitation period shall not make either Party a fiduciary with regard to the other or impose any duties or obligations on one another other than those expressly provided for in this Agreement.

§ 3.2 - Notices. All notices required under this Agreement shall be sent to the receiving Party's address and, if the notice relates to a specific written statement of the Cohabitation Stipulations, to any additional notice addresses listed in such written statement of the Cohabitation Stipulations, to the attention of the signatories, with a copy to the Legal Department (if any) of the Party. Either Party may, from time to time, change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it will become effective.

§ 3.3 - Severability. If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal, or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void and deemed deleted from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

§ 3.4 - No Waiver. Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

§ 3.5 - Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Utah; however, the State of Utah's principles of conflicts of law are not applicable to this Agreement. Either Party shall bring any litigation arising out of this Agreement in a court of competent jurisdiction, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial.

§ 3.6 - Consequences of Breach. In the event that John breaches any written statement of the Cohabitation Stipulations or any other provisions of this Agreement, Jane retains the right and has full discretion to rescind this Agreement in part or its entirety, and any consideration given by it to John will be returned, if any. In the event that John's material breach of any part of this Agreement causes any loss, penalty, or any pertinent damages or injuries to Jane, Jane shall retain the right to initiate and pursue any appropriate and necessary legal action against John for the recovery of, but not limited to, (i) special damages, (ii) general damages, (iii) attorney's fees and costs incurred during the course of litigation, (iv) and such other and further relief as the Court to which the case is brought may deem necessary, just, and proper under the circumstances.

§ 3.7 - Force Majeure. Neither Party shall be held responsible if the fulfillment of any written statement of the Cohabitation Stipulations or any provisions of this Agreement is delayed or prevented by revolutions or other disorders, wars, acts of enemies, fires, floods, acts of God, or without limiting the foregoing, by any other cause not within the control of the Party whose performance is interfered with, and which, by the exercise of reasonable diligence, the Party is unable to prevent, whether of the class of causes hereinbefore enumerated or not.

§ 3.8 - Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover actual reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

§ 3.9 - No Third-Party Beneficiaries. Jane and John agree that this Agreement, including each written statement of the Cohabitation Stipulations, is for the benefit of the entities executing such document(s) and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries of any part or specific provision of this Agreement.

§ 3.10 - Survival. All covenants, representations, and warranties in this Agreement will survive closing and may be enforced.

§ 3.11 - Counterpart, Facsimile Execution. This Agreement may be executed in any number of identical counterparts, and signature pages may be detached from one counterpart and added to another counterpart. This Agreement may also be transmitted between the Parties by

facsimile machine or scanned electronic transmission. The Parties intend that faxed or scanned electronic signatures shall constitute original signatures and that a faxed or scanned electronic copy of this Agreement containing the signatures (original, faxed, or scanned electronically) of both Parties, by counterpart or other means, is binding on both Parties.

COHABITATION STIPULATIONS

These Cohabitation Stipulations are entered into by and between the above-referenced Parties. The Parties to this Agreement are not now and have never been married to one another, but they do contemplate marrying each other in approximately one year from the Effective Date of this Agreement. The Parties desire to live with one another in a conjugal nonmarital relationship until either (i) the Parties marry or (ii) the Parties separate. The Parties wish to set forth in writing their mutual understanding of their respective rights, expectations, and obligations with respect to one another and to each item of real, personal, or combined property, whether earned or acquired by gift, bequest, devise, descent, or other means, before, during, and after the cohabitation period.

These Cohabitation Stipulations continue the numerical sequence set forth by the foregoing provisions of this Agreement.

In consideration of the mutual covenants contained in this Agreement, the Parties agree to the following cohabitation stipulations:

§ 4 - COHABITATION PROPERTY. The property in which the Parties intend to cohabit is situated at **123 Cohabitation Street, Provo, Utah 84604**. This property belongs solely to Jane; John shall have no claim to it under any circumstance. John shall have no rights to Jane's property regardless of the bills he pays or the money he contributes to the household.

§ 5 - AGREEMENT NOT TO BE GOVERNED BY STATE LAWS OF MARRIAGE AND DISSOLUTION. The Parties acknowledge that they would not cohabit with one another in the absence of this Agreement. The Parties do not intend for their status or relationship to be governed in any way or to any extent by provisions of any State Family Code or other laws regarding marriage or the dissolution thereof.

§ 6 - PUBLIC RECOGNITION OF RELATIONSHIP. Each Party will use its own name and will not, under any circumstances, except pursuant to a written agreement signed by both Parties, use all or part of the name of the other Party on any instruments or documents, including bank accounts, checking accounts, and charge accounts. The Parties further agree not to represent themselves to anyone, whether relative, friend, acquaintance, or stranger, as a married couple or as sharing the same last name. Notwithstanding the foregoing, if from time to time either of the Parties uses the other's name with or without the other's consent, if the Parties use the same name, or if the Parties represent themselves as a married couple, then such use or representation shall in no way be construed and is not intended by the Parties as evidence of an express, implied, or other agreement for the sharing of earnings and property accumulations or the support of one by the other, nor shall it be considered evidence of any intent on the part of the Parties to modify the terms of this Agreement.

§ 7 - GENERAL RELEASE. Except for the benefits, rights, and obligations created by this Agreement or received in consideration for entering into this Agreement, and except as to any action to

enforce this Agreement, each Party releases, relinquishes, disclaims, and forever surrenders and discharges the other Party and their heirs, executors, administrators, assigns, property, and estate, from any rights, remedies, claims, demands, causes of action, and obligations, regardless of whether such interests are known or unknown, suspected or unsuspected, or legal or equitable. Such interests may include but are not limited to any claims with regard to the other Party's property; any claims with reference to homestead, dower, courtesy, inheritance, family allowance as an heir or as a putative spouse, letters of administration, descent, or distribution; any claims for alimony, support, or maintenance; any claims for attorneys' fees, costs, and suit money; any present claims or future claims that arise out of the relationship, oral promises, or representations made by either Party to the other that is not reduced to writing, including services rendered to the other Party or with regard to their property; and any expectations that may arise from any or all of the foregoing claims. Except as otherwise provided in this Agreement, the Parties intend that this Agreement shall constitute a full and final accord and satisfaction of all claims that each may have or may subsequently be deemed to have against the other.

§ 8 - FULL DISCLOSURE OF PROPERTY. Each Party warrants that they have fully and completely disclosed the nature, location, and value of all of the real and personal property that they own or in which they have any interest. Each Party acknowledges and believes that they have received full, complete, and adequate disclosure of the nature, location, and value of all of the real and personal property that the other Party owns or in which the other Party has any interest, and each Party waives their right to receive disclosure of the other Party's property and financial obligations beyond the disclosure that was made.

§ 9 - SEPARATE PROPERTY OF JANE. All of Jane's personal property and all of the fruits and proceeds of said property, and all property acquired in exchange for any of said property shall be and remain the separate property of Jane, and John shall have no claims on said property under any circumstance unless otherwise agreed to by the Parties.

§ 10 - SEPARATE PROPERTY OF JOHN. All of John's personal property and all of the fruits and proceeds of said property, and all property acquired in exchange for any of said property shall be and remain the separate property of John, and Jane shall have no claims on said property under any circumstance unless otherwise agreed to by the Parties.

§ 11 - PROPERTY ACQUIRED DURING TERM OF AGREEMENT. Any property acquired after the Effective Date of this Agreement by gift, bequest, devise, or descent, or by purchase or exchange, or other means, and all of the income, proceeds, rents, and profits of such property, shall be and remain the separate property of the Party who acquires the property.

§ 12 - EARNINGS. All personal earnings, including income, salaries, and commissions, resulting from the personal service, skill, effort, and labor of a Party shall be and remain the separate property of the earning Party. All property acquired with the personal earnings of a Party shall be and remain that Party's separate property.

§ 13 - JOINTLY ACQUIRED PROPERTY. All property acquired by the Parties jointly, through any method or means, shall be owned by the Parties together in undivided interests, any foregoing provision to the contrary notwithstanding, and each Party's interest shall be and remain that Party's separate property. Each Party's interest in any jointly acquired property shall be a half interest

unless one Party's interest is proven to be a larger interest, and the proof shall be limited to a writing signed or handwritten by the other Party, from which each Party's interest can be determined with certainty. It shall be presumed that no property was acquired by the Parties jointly unless a document of title proves that both Parties are the owners, or a writing signed or handwritten by one of the Parties, who appears or claims to be the owner, contains an acknowledgment, in any words or form, that the other Party owns an interest in a particular property that can be identified by reference to the writing. In the event of termination of this Agreement, other than by the death of a Party, each Party agrees that the other may file a suit for partition of their jointly owned property in a court of competent jurisdiction in Utah, and each Party waives the right to object to the venue being laid in that jurisdiction.

§ 14 - PROPERTY PASSING BETWEEN PARTIES. A Party may give or sell property to, or exchange property with, the other Party. It shall be presumed that property transferred between the Parties was a gift by the transferor to the transferee unless an exchange of valuable and lawful consideration is proven, and the proof shall be limited to a writing signed or handwritten by one of the Parties and containing an acknowledgment, in any words or form, that the other Party furnished valuable consideration, provided it can be determined that the consideration had some value in money or money's worth.

§ 15 - PROPERTY ACQUIRED BY GIFT, BEQUEST, DEVISE, OR DESCENT. The Parties agree that any property acquired by the other, whether by gift, bequest, devise, or descent, shall be and remain the sole and separate property of the acquiring Party. In no way shall the fact that the Parties commingle such property or any other property with other separately owned property affect the ultimate disposition of said property on termination of the relationship, except as stated in an agreement in writing signed by both Parties hereto. In the event that property acquired by gift, bequest, devise, or descent is acquired or received jointly by both Parties, such property shall be deemed to be owned by the Parties in equal shares as tenants in common unless otherwise specified by the donor.

§ 16 - JOINTLY PURCHASED PROPERTY. The Parties contemplate that from time to time, it may be necessary and convenient to buy property, whether real or personal, with the combined separate funds of each Party. Prior to or concurrently with the purchase or acquisition of such property, the Parties will prepare a separate written agreement to cover each item of property acquired in this manner. Such agreements shall be attached to this Agreement, marked as exhibits, and deemed incorporated into this Agreement by reference. Each such agreement shall contain a provision providing for the ultimate disposition of the property on termination of the relationship.

§ 17 - COMPENSATION FOR SERVICES RENDERED. Each Party acknowledges that, prior to the date on which this Agreement is made, neither Party has rendered valuable services to the other with the expectation of compensation (except insofar as payment has already been made). To the extent that any claim for compensation for services rendered exists, that claim or right is hereby waived, and the right shall be deemed extinguished. The Parties contemplate that, during the course of their relationship, each may render valuable services to the other or with respect to their property. Both Parties agree that such services may be rendered out of love and affection or out of the desire to make the relationship work. However, both Parties agree that, unless they consent in writing to the contrary, such services will not be rendered with the expectation of compensation, and neither Party has or will make any claim or maintain any action against the other for compensation for such services.

§ 18 - HOUSEHOLD EXPENSES AND RESPONSIBILITIES. All household responsibilities shall be shared equally by the Parties. The Parties reserve the right to adjust from time to time, by oral agreement, in their relative burdens of sharing household responsibilities, and the validity and effect of this agreement shall not be affected by the existence or nature of such adjustments. A Party's failure to bear his or her share of household responsibilities shall not be the basis of any claim by the other Party for compensation or reimbursement. All household expenses shall be shared equally by the Parties.

§ 18.1 - Debts, Bills, Insurance Policies, Etc. Excluding reasonable household expenses as referenced above, the Parties shall not share or incur any common debts, bills, insurance policies, or any other similar expense until after the Parties are married.

§ 19 - EARNINGS AND PROPERTY ACCUMULATIONS DURING COHABITATION PERIOD. Each Party agrees that the earnings and property accumulations of the other, however accumulated, including but not limited to earnings and property accumulations resulting from their personal services, skill, effort, talent, or work during the cohabitation period, shall belong solely to the other and shall be their separate property. The Parties agree that this shall be true even if one Party, by virtue of the relationship, services rendered, or other factors, assists the other in their earnings or property accumulations. Each Party agrees not to maintain any action or to assert any claim against the earnings and property accumulations of the other. To the extent that a claim by either Party now exists against the earnings or property accumulations of the other, that claim is hereby waived, and the claim shall be deemed extinguished.

§ 20 - WAIVER OF RIGHT TO SUPPORT AND OTHER RIGHTS. Notwithstanding the fact that the Parties may have provided or will provide one another voluntarily with support or maintenance during the cohabitation period, such conduct shall not be construed as an express or implied agreement to provide the other with support or maintenance after the relationship has terminated. The Parties hereby waive and relinquish all rights and remedies, whether legal or equitable, to maintenance, support, or other rights or remedies, including, but not limited to, money for rehabilitation, in the event their relationship terminates, regardless of which Party terminates such relationship.

§ 21 - TERMINATION. Either Party may terminate this Agreement by giving the other Party thirty (30) days' written notice of the intention to terminate. However, in the event the Parties cease to cohabit, they may terminate this Agreement without written notice. In the event that the Parties marry each other, and this Agreement has not been terminated, it shall be terminated on the date of the Parties' marriage and shall have no force or effect thereafter. In the event that either Party marries another person after the date of this Agreement, and this Agreement has not been terminated, it shall be terminated on the date of said marriage and shall have no force or effect thereafter. On termination of this Agreement, each Party shall take possession of their separate property unless this Agreement terminates as a result of the Parties' marrying each other. On termination of this Agreement, unless the Parties marry each other, any jointly held property will be divided in accordance with this or any subsequent written agreement governing the disposition of such property. On written notice of termination by either Party and in contemplation of the Parties' residing at Jane's residence as described in § 1 ("Cohabitation Property") hereinabove, in these Cohabitation Stipulations, John agrees to move from the residence of Jane within thirty (30) days from the date of such notice.

§ 22 - ACKNOWLEDGMENT OF ADVISEMENT OF RIGHTS. This Agreement is made voluntarily by each Party, free from duress or influence on the part of the other. The Parties expressly declare that they have entered into this Agreement after mature consideration and that each is signing this Agreement with full knowledge of the meaning of the consequences of every term of the provisions set forth herein.

THIS IS THE END OF THIS AGREEMENT

NOTARIZATION

State of Utah

County of _____.

On this _____ day of the month _____, in the year _____, before me _____,

a notary public, Jane DOE and John ROE, both of whom proved to me through satisfactory evidence of identification to be the persons whose names are signed on and subscribed to the foregoing Agreement in my presence, acknowledged that they executed the foregoing Agreement.

Witness my hand and official seal.

Signed: _____



Notary Seal