

ZA-FAMwed02

Cohabitation (living together) agreement

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Schedule 1: Details of the Property of one party

Schedule 2: Details of the Property of the other party

Date of agreement: [date]

This agreement is made between:

[Name] of [address]

and

[Name] of [address]

Background:

1. Definitions

These definitions apply in this agreement:

“Business Assets” means assets used exclusively in the Business.

2. Arrangements for the Home

2.1 We agree that we shall
.....

OR

- 2.2 We agree that we shall hold the beneficial interest in the Home in the proportions in which we have contributed to the purchase [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED] ([REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]).
- 2.3 In case of Separation, either we shall agree a sale between ourselves, one to the other, or we shall sell in the open market, using an estate agent in [REDACTED].
[REDACTED], [REDACTED], [REDACTED] [REDACTED]
[REDACTED], [REDACTED]
[REDACTED] [5]%.
[REDACTED], [REDACTED]
[REDACTED] [5]% [REDACTED] [4] ([REDACTED]), [REDACTED]
[REDACTED].
- 2.4 At Separation, the net proceeds of [REDACTED]
[REDACTED]
[REDACTED].
- 2.5 We shall not make an application to court or
[REDACTED], [REDACTED]
[REDACTED].
- [Use one of this [REDACTED]
[REDACTED]]*
- 2.6 [Enter name] is the sole beneficial owner of the Home. Upon a sale, he / she agrees to [REDACTED] [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED].

OR

- 2.7 [Enter name] is the sole beneficial owner of the Home and regardless of any [REDACTED]
[REDACTED] [REDACTED], [REDACTED]
[REDACTED].

- 2.8 At Separation, the net proceeds of [REDACTED]
[REDACTED]
[REDACTED].
- 2.9 We each agree that we shall not make an [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

3. The Valuer

- 3.1 The Valuer shall be jointly appointed.
- 3.2 We are jointly [REDACTED]
[REDACTED].
- 3.3 The Valuer may appoint others to [REDACTED]
[REDACTED] ([REDACTED]).

4. Business property

So far as either of us, now or in future, owns a Business, the [REDACTED],
[REDACTED],
[REDACTED]
[REDACTED]
[REDACTED].

5. Separate ownership of Total Assets

Each of us shall remain sole owner of our respective Total [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

6. Personal Property

- 6.1 Personal Property owned by one party [before entering [REDACTED]
[REDACTED] / [REDACTED]
[REDACTED]] [REDACTED].

- 6.2 Personal Property acquired by either of us after the date of this agreement shall continue [REDACTED] / [REDACTED] / [REDACTED].
- 6.3 Personal Property acquired jointly by [REDACTED].

7. Banking and cash arrangements

- 7.1 We will maintain a joint bank (the "Joint Account"). We will deposit into this [REDACTED] [REDACTED] [REDACTED] [REDACTED].
- 7.2 The money in the Joint Account shall belong to us [REDACTED].
- 7.3 This paragraph does not entitle either party to any [REDACTED].

8. Living Expenses

- 8.1 "Living Expenses" means:
- 8.1.1 [maintenance of the Children](#);
 - 8.1.2 mortgage payments or rent;
 - 8.1.3 other agreed joint financial obligations;
 - 8.1.4 household insurance and maintenance;
 - 8.1.5 utilities bills, including telephone and Internet;
 - 8.1.6 municipal charges;
 - 8.1.7 subscriptions and fees relating to television;

8.5 The budget for Living Expenses shall be agreed from time to time. The current estimate of Living Expenses [REDACTED] [REDACTED]
[REDACTED], [REDACTED]
[REDACTED] / [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED].

9 Finance and borrowing arrangements

- 9.1 All liabilities incurred before entering into this agreement shall remain the exclusive [REDACTED], [REDACTED] / [REDACTED].
 - 9.2 A purported gift of part or all [REDACTED].
 - 9.3 A consumer credit agreement or other [REDACTED].
 - 9.4 A consumer credit agreement or other loan arrangement entered into by both parties shall be a joint [REDACTED], [REDACTED] / [REDACTED].

..... /

10 Children arrangements

[If you wish to enter into a cohabitation agreement with no reference to children]

.....].

- 10.1 We accept that if any child or children is born to both of us, ,
.....
.....
.....;
- 10.2 We accept that we have a full and joint responsibility for
.....
.....
.....
- 10.3 We shall share legal custody
.....
- 10.4 *We agree that our Children shall be [..... / / / /]*

OR

- 10.5 *We agree that our Children shall be brought
.....
.....*
- 10.6 The Children
.....
- 10.7 We shall
.....
- 10.8 If reasonably possible,
.....
- 10.9 There shall be no
..... /

10.10 The Home shall not ██████████
██████████.

OR

10.11 The Home shall be sold within six months and the proceeds of sale used to buy a [smaller] house suitable ██████████
██████████
██████████
██████████
██████████
██████████.

11 Maintenance for Children

11.1 The cost of maintaining the Child or Children shall be borne ██████████
██████████
████, ██████████
██████████.

OR

11.2 [name] shall pay to [name] a monthly sum equal to at least [30%] of █
█ / █
█, █
, █ [█
█] █
█.

11.3 If it is reasonably necessary for one of us to give █
█, █
█
█ [18] █.

11.4 Neither of us may take any Child out of South Africa without the permission in writing █, █
█
█
█.

11.5 We now irrevocably agree that no matter what may happen to our relationship, we shall grant and accept that we shall ██████████
██████████
██████████.

.....

12 Termination of this agreement

■ :

13 After termination

OR

- A musical staff consisting of five horizontal lines and four spaces. The staff begins with a series of eighth notes. After a short gap, a vertical bracket groups the next two measures. The first measure of the bracket contains a quarter note and a eighth note. The second measure contains a quarter note and a eighth note. Following the bracket, the staff continues with a series of sixteenth notes.

OR

13.4 [REDACTED]
[REDACTED].

13.5 [REDACTED]
, [REDACTED].

13.6 [REDACTED]
[REDACTED]
[REDACTED].

14 Division of Total Assets on Separation

[REDACTED], [REDACTED]:

14.1 [REDACTED]
[REDACTED]
[REDACTED].

14.2 [REDACTED], [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED];

14.3 [REDACTED]

[REDACTED].

14.4 [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

14.5 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] % [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

14.6 [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] %, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

14.7 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]:

Time lived together	% of difference to be transferred
Under five years	5
Five to ten years	10
Ten to fifteen years	15
Fifteen to twenty years	20
Over twenty years	25

15 Death of a party

15.1 [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

15.2 [REDACTED]
[REDACTED].

15.3 [REDACTED]
[REDACTED].

15.4 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

16 Confidential information

16.1 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];

16.2 [REDACTED]
[REDACTED]

17 Miscellaneous matters

17.1 [REDACTED]
[REDACTED], [REDACTED].

17.2 [REDACTED]
[REDACTED].

17.3 [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED].

It shall be deemed to have been delivered:

[REDACTED];
[REDACTED];
[REDACTED] 72 [REDACTED];
[REDACTED] - [REDACTED];
[REDACTED] 24 [REDACTED];
[REDACTED] - [REDACTED];
[REDACTED] . [REDACTED], [REDACTED];
[REDACTED]].

17.4 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

17.5 [REDACTED]
[REDACTED]

17.6 [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

17.7 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

17.8 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

17.9 [REDACTED]
[REDACTED].

17.10 [REDACTED]
[REDACTED].

17.11 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

Signed by [name of party]

Signed by [name of party]

Schedule 1: Details of the Property of [name of party]

[Enter list of goods, moveable and ■■■■■■■■■■]

Schedule 2: Details of the Property of [name of other party]

[Enter list of goods, moveable and immovable.]

Explanatory notes

Cohabitation (living together) agreement

General notes

Paragraph specific notes:

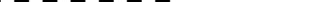
Notes numbering refers to paragraph numbers.

1. Definitions

2. Arrangements for the Home

3. The Valuer

4. Business property

We think this is the right provision when a couple first  . . .

5. Separate ownership of Total Assets

We have no comment.

6. Personal Property

This is a simple way to record who owns what. Include only those items where an ██████████, ██████████
██████████.

7. Banking and cash arrangements

Remember that if you are named on an agreement you are jointly liable. ██████████
██████████, ██████████.
██████████.

8. Living Expenses

A menu of alternatives - ██████████.

9. Finance and borrowing arrangements

Common sense provisions, so ██████████

10. Children arrangements

This and the following paragraph are optional depending on whether you wish to make arrangement for children. ██████████

██████████
██████████.

You may have children unexpectedly, ██████████
██████████ "██████████"
████".

11. Maintenance for Children

If you ██████████, ██████████
██████████.

You will probably agree that if any problem were to arise, the court will be interfering in ██████████ "██████████
██████". ██████████
██████████
██████████, ██████████
██████████
██████████.

12. Termination of this agreement

In any event, either party can apply to ██████████
██████████. ██████████
████. 12.5, ██████████.

13. After termination

14. Division of Total Assets on Separation

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End of notes