

## Agreement to Keep Property Separate

Partner 1's name: \_\_\_\_\_

Partner 2's name: \_\_\_\_\_

We agree as follows:

1. This contract sets forth our rights and obligations toward each other. We intend to abide by them in a spirit of cooperation and good faith.
2. All property owned by either of us as of the date of this agreement will remain the separate property of its owner and cannot be transferred to the other person unless this is done in writing. We have each attached a list of our major items of separate property to this contract.
3. The income each of us earns—as well as any items or investments either of us purchases with our income—belongs absolutely to the person who earns the money unless there is a written joint ownership agreement as provided in Clause 6.
4. We shall each maintain our own separate bank, credit card, investment, and retirement accounts, and neither of us shall in any way be responsible for the debts of the other (if we register legally as domestic partners and, by so doing, the law requires us to be responsible for each other's basic living expenses, we agree to assume the minimum level of reciprocal responsibility required by the law).
5. Expenses for routine household items and services, which include groceries, utilities, rent, and cleaning supplies, shall be shared equally.
6. From time to time, we may decide to keep a joint checking or savings account for a specific purpose (for example, to pay household expenses), or to own some property jointly (for example, to purchase a television). If so, the details of our joint ownership agreement shall be put in writing in a written contract or a deed, title slip, or other joint ownership document.
7. Should either of us receive real or personal property by gift or inheritance, the property belongs absolutely to the person receiving the gift or inheritance and cannot be transferred to the other except in writing.

8. In the event we separate, each of us shall be entitled to immediate possession of our separate property.

9. Any dispute arising out of this contract will be mediated by a third person mutually acceptable to both of us. The mediator's role will be to help us arrive at our solution, not to impose one on us. If good-faith efforts to arrive at our own solution to all issues in dispute with the help of a mediator prove to be fruitless, either of us may pursue other legal remedies.

10. This agreement represents our complete understanding regarding our living together and replaces any and all prior agreements, written or oral. It can be amended, but only in writing, and any amendment must be signed by both of us.

11. If a court finds any portion of this contract to be illegal or otherwise unenforceable, the remainder of the contract is still in full force and effect.

---

Partner 1's signature

Date

---

Partner 2's signature

Date

### **Certificate of Acknowledgment of Notary Public**

State of \_\_\_\_\_ )

) ss

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public  
in and for said state, personally appeared \_\_\_\_\_, personally

known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

**Attachment A**

Separate personal property of \_\_\_\_\_ :

\_\_\_\_\_

**Attachment B**

Separate personal property of \_\_\_\_\_ :

\_\_\_\_\_