

Cohabitation agreement

Between _____
and _____

The signatories observe the following rules for the period of their cohabitation.

1. Inventory

Each partner creates a list of all furniture, furnishings and other movable property that he or she contributes to the household. The lists are signed by both partners and attached to this contract as an appendix. In the event of a separation, the items listed in the inventories belong to the original owner.

2. New purchases

New purchases belong to the partner to whom the invoice was issued or who has the receipt made out to them. If there are no such receipts or invoices, the partners shall create a list of the new purchases and continually update it. If there are no such receipts or invoices or any list, it is assumed that half of each new purchase belongs to each partner.

3. Joint spending

The partners agree to share the household costs (participation relationship). The household costs comprise the following:

- Rent including incidental expenses such as heating, stairwell cleaning, hot water charges, gas, electricity, telephone, radio and television charges, personal property insurance
- Food and drink together with incidental expenses, i.e. detergents and cleaning products, personal hygiene products and toiletries
- Expenses for joint excursions, jointly attended events
- Holidays
- Costs for domestic help

If one partner pays more than the agreed monthly amounts of the joint costs, later offsetting is only possible if this is agreed in writing.

4. Personal spending

Each partner shall pay any costs not listed in section 3 from their own income.

5. Debts

Each partner is solely liable for their own debts.

6. Tenancy agreement

The tenancy agreement for the shared home is to be signed by both partners if possible. The termination of the tenancy requires the participation of both partners. Both have an unrestricted right to access and stay in the shared home at any time until the end of the statutory notice period.

7. Subtenancy

If one partner acts as the tenant or owns the property, then the other partner is their subtenant. Subtenancy shall in any event, including in the case of an existing tenancy agreement, be explicitly stated and contractually regulated. The unrestricted right of use of and right of access to the shared home until the end of the statutory notice period is to be granted to the partner who is not recognised as the tenant.

8. Dissolution

The termination of the cohabitation and partnership can be declared by either side at any time. The notice periods of the tenancy agreement apply. If the use of the shared home proves no longer to be reasonable, the partner who remains in the home, irrespective of the previous agreements, must pay the rent on their own from the date of the separation.

9. Accounts

Accounts must be kept from the date of the dissolution of the cohabitation. Payments between the partners are deemed to be loans unless these concern contributions to the common household and unless another legal reason can be proven, for example a gift. Gifts that the partners have given to each other shall not be given back.

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10. Legal force

This agreement enters into force upon signature. The partners can make amendments or additions to it at any time. Such amendments and additions are, however, only valid in writing and with the signature of both partners.

Place _____

Date _____

Signatures

Notes

Inventories of