

# Manitoba Cohabitation Agreement

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## Article I — Identification of the Parties

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This Cohabitation Agreement is made between the two parties identified below (each a "Partner" and together the "Partners"), who are living together or intend to live together in a common-law relationship in the Province of Manitoba.

PARTNER 1

FULL LEGAL NAME

DATE OF BIRTH

RESIDENTIAL ADDRESS

PARTNER 2

FULL LEGAL NAME

DATE OF BIRTH

RESIDENTIAL ADDRESS

DATE COHABITATION BEGAN (OR WILL BEGIN)

SHARED RESIDENCE ADDRESS

## Article II — Purpose and Acknowledgments

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The Partners wish to define their respective rights and obligations regarding property, income, debts, and support, both during their relationship and in the event it ends by separation or death. Each Partner confirms they are entering this Agreement voluntarily, without duress, and have had a reasonable opportunity to obtain independent legal advice before signing.

Partner 1 obtained independent legal advice

Partner 2 obtained independent legal advice

Both Partners waive independent legal advice and understand the risks of doing so

## Article III — Financial Disclosure

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Each Partner has provided the other with a full and honest disclosure of their income, assets, and liabilities, summarized in the schedules below, before signing this Agreement.

SCHEDULE A — PARTNER 1 ASSETS AND LIABILITIES

DESCRIPTION (1)

ESTIMATED VALUE (1)

DESCRIPTION (2)

ESTIMATED VALUE (2)

DESCRIPTION (3)

ESTIMATED VALUE (3)

## SCHEDULE B — PARTNER 2 ASSETS AND LIABILITIES

DESCRIPTION (1)

ESTIMATED VALUE (1)

DESCRIPTION (2)

ESTIMATED VALUE (2)

DESCRIPTION (3)

ESTIMATED VALUE (3)

### Article IV — Separate Property

Property owned by a Partner before cohabitation began, and any property received individually by gift or inheritance during the relationship, remains that Partner's separate property and is not subject to division, except as the Partners otherwise agree below.

DESCRIPTION OF SEPARATE PROPERTY EXCLUDED FROM DIVISION

DESCRIPTION OF SEPARATE PROPERTY (CONTINUED)

### Article V — Division of Family Property

*Under The Family Property Act, C.C.S.M. c. F25, common-law partners in Manitoba may register their relationship or otherwise become subject to family property rules. This Agreement lets the Partners set out their own division rules instead of relying on the default statutory scheme.*

Property acquired during cohabitation is to be shared equally between the Partners

Property acquired during cohabitation remains with the Partner who acquired it

The Partners agree to the custom division terms described below

CUSTOM DIVISION TERMS

### Article VI — The Family Residence

The following provisions apply to the residence the Partners share, whether owned, rented, or otherwise held by one or both Partners:

ADDRESS OF FAMILY RESIDENCE

REGISTERED OWNER(S)

OWNERSHIP SHARE (% IF SHARED)

If the relationship ends, the residence will be sold and proceeds divided as agreed above

If the relationship ends, one Partner may buy out the other's interest

Other arrangement described below

OTHER RESIDENCE ARRANGEMENT

## Article VII — Debts and Liabilities

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Each Partner remains solely responsible for debts incurred in their own name before and during the relationship, unless a debt was incurred jointly or for the shared benefit of both Partners, in which case both Partners agree to share responsibility for that debt as follows:

SHARED DEBTS AND RESPONSIBILITY TERMS

## Article VIII — Partner Support

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The Partners agree to the following with respect to spousal or partner support in the event the relationship ends:

Each Partner waives any claim to partner support from the other

Partner support may be payable as described below

PARTNER SUPPORT TERMS (AMOUNT, DURATION, CONDITIONS)

## Article IX — Bank Accounts and Joint Property

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Bank accounts, investments, and other property held jointly by the Partners, or designated as joint property below, will be divided as follows if the relationship ends:

JOINT ACCOUNTS / JOINT PROPERTY AND DIVISION TERMS

## Article X — Death of a Partner

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This Agreement does not replace a Will. Each Partner is encouraged to make or update a Will consistent with the terms of this Agreement. Except as otherwise provided by a valid Will, this Agreement does not create any right for one Partner to inherit from the other's estate.

## Article XI — Dispute Resolution

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If a dispute arises regarding the interpretation or application of this Agreement, the Partners agree to first attempt to resolve the dispute through mediation before pursuing court proceedings, unless urgent relief is required.

## Article XII — General Provisions

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This Agreement is governed by the laws of the Province of Manitoba. It constitutes the entire agreement between the Partners regarding its subject matter and supersedes all prior discussions or agreements, whether written or oral. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions continue in full force. This Agreement may only be amended in writing, signed by both Partners.

ADDITIONAL TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS (CONTINUED)

## Execution

The Partners sign this Agreement as their free and voluntary act, in the presence of the witnesses identified below.

PARTNER 1

SIGNATURE

DATE

PRINT NAME

PARTNER 2

SIGNATURE

DATE

PRINT NAME

Attestation by Witnesses — We, the undersigned, declare that each Partner signed this Agreement in our presence.

WITNESS 1

SIGNATURE

DATE

PRINT NAME

OCCUPATION

ADDRESS

WITNESS 2

SIGNATURE

DATE

PRINT NAME

OCCUPATION

ADDRESS

*Optional: having each Partner sign before a Notary Public or Commissioner of Oaths in Manitoba, with independent legal advice from separate lawyers, helps make this Agreement easier to enforce if it is ever challenged.*