Make a Living Together Contract

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Learn how a Living Together Contract (an LTC) works, if it makes sense for your situation, and other options you may have. People in a relationship can use this to make a contract about agreements related to living together.

Don't use this if you're married or are registered domestic partners to each other.

1. Common questions

What is a Living Together Contract?

It is a written contract you make to show your agreements about things related to a partner who you live with. It's also called a "cohabitation contract."

> You can also use an LTC for a non-romantic or platonic relationship, including among friends. It is best used between 2

> people in a close relationship who live together, plan to live together for a long time, **and** plan to share some kind of responsibility, income, debt, expenses, or other obligations with each other.

Why would we need a Living Together Contract (LTC)?

There aren't laws that decide if and how unmarried partners in a long-term relationship share property, debts, and other responsibilities (except for registered domestic partners). If you make an LTC with a partner, it can help avoid problems. An LTC can help you take care of each other and yourselves during future issues.

There also aren't laws about these kinds of issues for friends who live together long-term and share responsibilities, expenses or income. An LTC can help in that kind of relationship situation as well.

Should all unmarried partners make an LTC?

No. You should only make an LTC if all of these are true:

- You're in a long-term committed relationship with the other person.
- You live with that person.
- You're planning to combine the things that you own, share your expenses, or otherwise share responsibilities, income, costs, or obligations.

> **Examples**: You should make an LTC if a partner earns much more than the other does, or if a partner entered the relationship with lots of debt.

We're an older couple. Would an LTC work for us?

It depends on your goals. If either of you is 62 or older, you can register with the state as domestic partners (https://www.sos.wa.gov/corporations-charities/additional-services/domestic-partnerships). In Washington, registered domestic partners have most of the same rights and responsibilities as married spouses.

If you don't want to or can't be married or have a registered domestic partnership, an LTC could be a good way to formalize your relationship agreements.

Does Washington have common law marriage?

No. **Common law marriage situations won't make you legally married in Washington**.

You can live together for decades as romantic partners in Washington and act as married, but you won't have marriage rights. The only way to get those rights is to get legally married (https://app.leg.wa.gov/RCW/default.aspx?cite=26.04) or be in a registered domestic partnership (https://www.sos.wa.gov/corporations-charities/additional-services/domestic-partnerships).

When should we make an LTC?

You should do it right when you decide to live together or soon after you move in together. It's easier to do it earlier than when your relationship is troubled and might be ending.

Is an LTC agreement legal?

Yes, if **both** people sign and date it. You each need your own signed copy.

It can help to have someone else be there to witness when you sign the contract. If the agreement includes sharing land that either of you own or any buildings on it (called real property), you should have the agreement notarized.

> Be sure to sign it with your **legal** name. If you get a name change, you can either attach a copy of the name change order to the LTC or you can complete and sign a **new** LTC using your new legal name.

Does it affect public benefits if we share assets?

Yes. It will affect some benefits like TANF. It may affect others like SSI and SSDI.

Where can I get an LTC?

You can use our sample Living Together Contract form. Fill in the blanks to fit your situation. Or you can write your own.

2. What to put in the contract

What should we put in an LTC?

Include **all** these statements:

- List your names, ages, the general details of your relationship, and where you live together.
- A general statement that you aren't married or registered domestic partners to each other. If you are, different rules and laws will apply.
- General agreements about financial responsibility and the division of expenses or bills, including **who** will pay **which** bills (including rent) and **when** in **what** amounts. Include other shared costs that aren't bills, like groceries.

Include any of these statements **if** they apply to your situation:

- Special agreements for specific large purchases, like buying a house, where you're both on the deed, mortgage, or vehicle you both will own.
- Agreements related to shared property and statements that name all separate property.
- Agreements about renting costs if a party rents from the other. Or if a party will build interest or equity by paying rent to the other.
- Agreements about rental costs if both are renters but only 1 of the parties is on the lease.
- Agreements about income that either of you earn while living together and whether you will share it. Be sure to include what amount will be

shared with each other.

- Agreements related to the ownership of pets. If you make 2 separate LTCs for different issues, pets should **always** be included in the financial agreement. Pets are considered to be personal property legally.

()Should our LTC say what happens if the relationship ends?

Yes. This is its **main purpose**.

> This can be a hard conversation to have. Most people don't want to talk about ending a relationship before it happens.
>
> But it's an act of care for yourself and your loved ones to talk about and make an LTC. It **can prevent harder conversations** in the future if the relationship does end. Think of it as preventative maintenance for your relationship.

Each section of your LTC should have language explaining how you would divide your assets and debts in case of a break-up.

An LTC should answer all these questions about what things you plan to share during the relationship and what to do with them if the relationship ends:

- How will you divide any joint bank accounts?
- How will you divide your stuff?
- How will you divide the charges on any joint credit cards, or any other outstanding shared debts?
- How will you share any pets?

- Which of you keep any lease or rental?
- Will a party buy the other out of co-owned property or property with a shared interest?

The LTC should also explain how you plan to manage disagreements about things your LTC addresses. Going to court might be expensive and take a long time. You could put in your LTC that you agree to, for example, mediation before going to court.

What else can be in an LTC?

An LTC can say if you will keep separate **bank accounts**. Or if you'll put some or all your money into a joint account.

An LTC should say if you plan to hold **credit card accounts** individually or jointly, and which of you is responsible for which expenses or charges. Each party on a joint credit card account is personally responsible for **all** charges made on the card. **Example**: Your partner runs up a bill of $1,000 without telling you. The credit card company can hold you responsible for it anyway.

()Can we put in the LTC who will clean the house and take the kids to school?

Don't put financial **and** personal agreements in a **single** contract. Instead, **make 2 LTCs**. One LTC is for financial agreements. The other could be about shared childcare, home care issues, and other relationship issues.

This might sound like extra work, but it will better protect your privacy. If you fight about dividing your assets or other financial obligations, you may need to file your agreement in court. Everything then becomes public record, with few

privacy protections. If your LTC also has details about your children, their schedules, and other family information and relationship issues, arrangements and patterns, anyone could read those details.

> **Pets should be in the financial LTC agreement,** not the relationship issues agreement. Pets are considered to be personal property legally.

Can we change our LTC?

Yes. The changed LTC should have all changes **in writing and be signed by both parties**. Verbal changes aren't valid.

For an LTC that you signed *without* witnesses or notary:

- For **small changes only**, like after making a large purchase or getting a pet together, you can make simple handwritten changes on the LTC itself. Both parties should sign and date next to those changes.
- If you need to make **major changes**, complete a new LTC. You can copy anything from the original into the new version.

For an LTC that *was* witnessed ornotarized:

- Don't make changes on your LTC. Make a new LTC instead.

3. Property division and financial agreements

What kind of property can an LTC include?

Your LTC can include **everything you own together**. It can also include any of these:

- Property you each owned before your relationship and before you moved in together.
- Inheritances and gifts either party got during the relationship.
- Property you bought during the relationship.

Do we have to divide property equally if we put it into an LTC?

No. You can divide it however you want, or not include it at all.

For **property you bought during the relationship**, you should further divide this property into categories, such as:

- Property bought by a party that they plan to own separately.
- Property bought together that you both plan to own 50/50.
- Property you bought together and plan to own according to your contribution. **Example**: You buy a microwave together for $100. You contributed $75. Your partner contributed $25. Relative ownership would be 75% by you and 25% by your partner.
- Property bought by a party that the other party contributed to later. **Example**: Your partner buys a house with their savings or inheritance. You agree to contribute a certain amount of time, labor, or resources to improving the house. Your LTC should state your understanding about each person's interest in the house. Will your partner stay the sole owner? Will your labor build "sweat equity" in the house that your

partner would need buy out later if you move?

Can an LTC include debts?

Yes. An LTC can cover **expenses and debts you owe**, including:

- Debts or other financial obligations (such as child support, car payments, credit card payments) incurred by a party before your relationship and before you moved in together. The LTC can list the debts and say that only the party who incurred the debts is responsible for them. If a party will help the other party with debts, the LTC can say what amount of help the party will provide.
- Who is responsible for what part of any debts during the relationship.

Can an LTC cover the shared expenses?

Yes. An LTC can state **general expenses,** including:

- Who will pay which **living expenses** (utilities, groceries, homeowners or rental insurance)
- Who will pay which **personal expenses** (medical and dental, car insurance, clothing)
- If you rent where you live, your LTC can cover this. Will both names appear on the lease? How will you divide responsibility for rent and repairs? Who will keep the rental if you break up?

4. Other options

We don't have an LTC. Our relationship is ending. Can we go to court?

Maybe. The court must first find you are in a "committed intimate relationship" before it can divide your property and debts. We have a guide with court forms to legally end your relationship when you aren't married.

You could also try mediation or dispute resolution (https://www.courts.wa.gov/court_dir/?fa=court_dir.dispute) before going to court.

How else can I give my partner access to my finances?

You can make a Power of Attorney. This would give your partner access to your income and assets. Then your partner could take care of matters on your behalf with third parties, such as your bank, mortgage lender, or utility company. A Power of Attorney can cover all, just one, or specific financial matters.

> **Don't** use Power of Attorney in a short-term or uncommitted relationship. Powers of Attorney can be broad and can give someone the ability to do many things in your life that can have long-term consequences. You should only give Power of Attorney to someone you trust **very** well.

Can an LTC include my hospital care or death related instructions?

No. Don't use an LTC for healthcare or end-of-life instructions. Even if the person you're making the LTC with will be your personal representative or executor when you die, **you should also make a Will** to determine and assign your death related instructions.

> You should name **who** will make healthcare decisions for you **while you're alive** and **what decisions** you want made for you by using a Healthcare Directive and Power of Attorney.

> **When you die**, your **Will** designates who handles your matters and gets your property.

5. Enforcing the contract

How do I make the other person follow the contract?

If you both signed the LTC, it's a legal contract. You made agreements with each other that could have legal or financial consequences if a court issues orders about them. You can remind the other person of this. You can show them the contract and have follow-up conversations about following the contract agreements.

What do I do if they break the agreements?

If a party doesn't follow the contract, you can try any of these things:

- Mediation
- Dispute resolution (https://www.courts.wa.gov/court_dir/?fa=court_dir.dispute)
- Small claims court
- File a court case to end the relationship if it was a committed intimate relationship
- Get legal help to figure out your options

How do I get help from a court if they don't follow the contract?

You can file a case for damages over the contract. **Damages** would be whatever you lost, or costs you incurred because the other person broke the contract. A judge might award you damages or help you get back property.

- You can file a Small claims case if the amount of damages is $10,000 or less.
- You might be able to file a civil case for damages for more than $10,000. If you need to do that, you should get legal help.

You can file a court case to divide your property and determine other legal issues related to your relationship ending. The court must find that your relationship was a committed intimate relationship.

> You can use the signed Living Together Contract as evidence of the agreements for any of these types of court cases.

6. Forms

Form attached:

Living Together Contract (NJP Family 929)

Tips for filling out NJP Family 929 Living Together Contract

It's generally okay to change the fill in the blank sections of the form to fit your needs.

You should review this entire sample contract against our tips before you start filling anything out. Here are some things you should and shouldn't do:

- Don't change the statements that aren't fill in the blank statements.
- Choose the specific check box for your situation for each choice. Don't change the statements with checkboxes in them, except to fill in blank spaces with your agreements.
- You can remove the blank lines if you don't need them, as long it matches the box you checked for that part.
- **In section 1, Parties:** First put your legal names. If you regularly use a name other than your legal name, you can put that other name as your "referred to" name.
- Be clear and specific. Don't use vague language. Use exact amounts or percentages. Be thorough about what costs you expect to share.
- If you make an exchange, include a reference to that exchange.

> **Example:** You agree to move in with your partner and live in their home, even though it's very far from your work or school. Your contract could say something like this: Party A agrees to move into Party B's home if Party B helps pay 50% of Party A's cost to commute to work or school. We estimate the total monthly cost of the commute will be $200.

- **In section 7, Rent or mortgage:** In the statement about if you stop living together, you could include move out schedules, agreed timelines, or any agreements about keeping the lease or paying for shared interest or sweat equity.
- Don't change or remove **sections 17 through 22** or the perjury statements above the signatures.
- If the contract includes agreements about land or other real property, you **must** have it **notarized** when you both sign it.
- Remove the witness section if you aren't going to use a witness. **Try to use a witness if you can.**

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Find organizations that provide free legal help on our Get legal help page.

Living Together Contract

Use this form *to make an agreement about living together if you're not married or registered domestic partners with each other.*

1. Parties

We are the parties to this contract:

- Name: _____ Birthdate: _____,
  referred to in this contract as (*name*): _____
- Name: _____ Birthdate: _____,
  referred to in this contract as (*name*): _____

2. Marital status

We aren't married to each other and we aren't registered domestic partners with each other. We understand that if we marry each other or become registered domestic partners, the laws about spousal property division could change or cancel our agreements in this contract.

3. Purpose

We make this contract to define rights and obligations about our relationship and living together.

We began (or will begin) living together on (*date*): _____ at this address:

_____

Street address *city* *state* *zip*

4. Separate property

We'll each keep separate ownership of property we had when we began living together.

We'll each keep separate ownership of all separate property we get while living together except as agreed in this contract.

If we stop living together and need to divide our property, we each keep ownership of our separate property except as agreed in this contract.

5. Shared property

Owned equally (*check one*):

- ☐ None. We don't have (or plan to have) shared property owned equally.
- ☐ We have (or plan to have) the following property that we'll own in equal shares (*describe*):

_____

_____

_____

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Owned based on contribution towards cost (*check one*):

- ☐ None. We don't have (or plan to have) shared property owned based on how much we each contributed to the cost.
- ☐ We have (or plan to have) the following property that we'll own based on how much we each contributed to the cost (*describe items and percentage you each own*):

_____

_____

_____

Owned some other way (*check one*):

- ☐ None. We don't have (or plan to have) other shared property.
- ☐ We have (or plan to have) the following shared property (*describe items and how they'll be owned if not equally or by contribution*):

_____

_____

_____

If we stop living together, we'll divide our shared property as follows (*explain*):

_____

_____

_____

6. Shared income

While we live together, our personal income will still be the separate property of whoever earned it. (*Check one*):

- ☐ We **won't** share income.
- ☐ We **will** share income as follows (*explain*):

_____

_____

_____

If we stop living together, we'll stop sharing income as follows (*explain*):

_____

_____

_____

7. Rent or mortgage

We'll be living together in a (*check one*):

- ☐ Rental home
- ☐ Home that one or both of us owns

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Who's on the lease, mobile home lot rental agreement, mortgage, title, or deed? (*Check one*)

- ☐ Both of us
- ☐ Only (*name*): _____

We agree to share the monthly costs for the rent or mortgage as follows (*explain*)

_____

_____

_____

If we stop living together, we'll divide the responsibilities, rights and obligations of the shared rental or owned home as follows (*explain*):

_____

_____

_____

8. Shared expenses

We define shared expenses to include the following (*list household or other shared expenses and the average monthly cost for each expense*)

_____

_____

_____

Shared expenses (*check one*):

- ☐ **Will** include utilities
- ☐ **Won't** include utilities

We define necessary utilities and who will be the account holder for each utility as follows:

_____

_____

_____

Shared expenses will be split (*check one*):

- ☐ Equally (50/50)
- ☐ Some other way (*explain*) _____

_____

_____

If we stop living together, we'll stop sharing expenses as follows (*explain*):

_____

_____

_____

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9. Separate debts

We'll each keep separate any debt that we had when we began living together.

We'll each keep separate any debt that we get while living together.

If we stop living together and need to divide our debts, we'll each keep our separate debts.

Check one:

☐ We **don't** agree to help each other with paying for separate debts while we live together.

☐ We **agree** to help each other with paying for specific separate debts while we live together as follows (*describe*):

_____

_____

10. Shared debts

Examples: joint credit card, co-signed loan, shared line of credit. Check one:

☐ We **don't** have shared debt.

☐ We **do** have shared debt. We agree to make payments and manage the shared credit account and debt as follows (*explain*):

_____

_____

_____

If we stop living together, we agree to pay the shared debt and close the account as follows (*explain*):

_____

_____

11. Shared bank accounts or other financial accounts

Check one:

☐ We **don't** have a shared bank account or other joint financial account.

☐ We **do** have shared bank or financial accounts. We agree to manage the shared accounts as follows (*explain*):

_____

_____

If we stop living together and need to divide the property in our shared accounts, we agree to divide it as follows (*explain*):

_____

_____

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If we stop living together and the shared accounts are in debt, we agree to pay the debt and close the accounts as follows (*explain*):

_____

_____

12. Gifts and inheritances

We'll each keep separate ownership of all gifts and inheritances that we had separately when we began living together.

We'll each keep separate ownership of all gifts and inheritances we get while living together.

If we stop living together, we each keep separate ownership of all gifts and inheritances we got before or while living together.

If we **jointly receive** any gifts or inheritances while living together, we agree to share those joint gifts or inheritances as follows (*explain*):

_____

_____

We can give gifts to each other. If one of us gives a gift to the other, the gift becomes the receiver's separate property as soon as it's received. Until the gift is received, it's the giver's separate property.

If we stop living together, we each keep separate ownership of any gifts received from the other party.

13. Specific property or large purchases

Check one:

- ☐ We're **not** making any agreements about specific property or large purchases.
- ☐ We agree to the following about specific property or large purchases (*explain*):

_____

_____

_____

_____

14. Pets

We'll each keep separate ownership of any pets that we had separately when we began living together.

If one of us separately gets a pet while living together, that party will keep separate ownership of that pet.

Check one:

- ☐ We **don't** have shared pets.
- ☐ We **do** have shared pets. We agree to care for and pay the costs for our shared pets as follows (*explain*):

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If we stop living together, we agree to manage our shared pets as follows (*explain*):

15. Other agreements

Check one:

- ☐ We're **not** making any other agreements about living together.
- ☐ We **are** making the following other agreements about living together (*describe*):

16. If we stop living together

If we stop living together, we'll divide our shared property and debts, handle our responsibilities, and resolve other issues as described in this contract.

Check one:

- ☐ We **agree** to try mediation before going to court if we have a dispute about something covered in this contract.
- ☐ We **don't agree** to try mediation before going to court if we have a dispute about something covered in this contract.

If we stop living together, we agree to (*explain*):

17. Contract duration

This agreement starts when we both sign it. It stays in effect for as long as we live together unless we both agree in writing to end it.

18. Ending this contract

We can only end this contract if both of us sign a written agreement to end it.

19. Changing this contract

This contract states our full agreement about the issues it covers. We can only change this contract if both of us sign a written agreement to change it.

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20. Previous contracts terminated

By signing this contract, we end (terminate) any earlier Living Together Contract or other cohabitation agreement that we had between us.

21. Washington law

Washington state law applies to this contract.

22. Attestations

We both agree to act with honesty and in good faith about this contract. We both choose to make this agreement voluntarily. We're not being coerced into signing.

Party 1

I declare under penalty of perjury under the laws of the state of Washington that the statements on this form are true.

Signed at *(city and state):* _____ Date: _____

_____ _____

Party 1 signs here *Print name*

Party 2

I declare under penalty of perjury under the laws of the state of Washington that the statements on this form are true.

Signed at *(city and state):* _____ Date: _____

_____ _____

Party 2 signs here *Print name*

Statement of Witness

On (*date*): _____, both parties named above signed this Living Together Contract in my presence. Both parties are personally known to me or provided proof of identity. I'm age 18 or older and:

- I have no interest in any property owned by either party.
- I'm not eligible to inherit money or property from either party.

_____ _____

Witness signs here *Print name*

_____

Street or mailing address *city* *state* *zip*

Phone and/or email: _____

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