

COHABITATION AGREEMENT

entered into between:

[insert name of first party]

[insert identity number of first party]

and

[insert name of second party]

[insert identity number of second party]

1. DEFINITIONS

1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context:

1.1.1 “the parties” means **[insert details]**

1.1.2 “the common home” means **[insert details]**

1.1.3 “relationship” means the cohabitation relationship between the parties.

2. PREAMBLE

2.1 Whereas the parties have entered into a cohabitation relationship and whereas the parties have purchased a common home and hereby enter into an agreement to deal with the common home in the event of the termination of the cohabitation relationship.

3. IMMOVABLE PROPERTY

3.1.1 The parties have purchased a common home as set out in clause 1.1.2 above.

3.1.2 The parties further record that **[insert details]** paid the deposit of **[insert amount]** plus conveyancing costs and transfer duty as set out in the conveyancer's account for the purchase of the property.

3.1.3 The balance of the purchase price was obtained from mortgage bond finance and the parties hereby agree that **[insert details]** shall pay the bond repayments for the common home.

4. **AGREEMENT**

4.1 The parties agree that in the event of the termination of the relationship by the death of one of the parties, the parties agree that the common home will become the sole and absolute property of the survivor of them and that each party shall record this provision in a Will to be signed by each of them as soon as possible after signature of this Agreement. In the event of a Will not being signed or the provisions of the Will of either of them not being consistent with the provisions of this Clause, then in the event the parties agree that the provisions of this Agreement shall prevail.

4.2 In the event of the termination of the relationship other than by death, the parties agree that the profit from the sale of the common home shall be shared equally between them, in the event of the common home not being sold then the party retaining the common home shall pay the other party the amount that would have been paid had the common home been sold.

4.3 In order to give effect to the provisions of Clause 4.2 the parties will first attempt to agree on which of them should own the common home. If agreement in this respect is reached the price will be determined by either an agreement between the parties or by the average recommended selling price of at least three (3) estate agents operating in the area.

4.4 If no agreement can be reached as to which party should own the common home in its entirety then the common home will be handed to an estate agent operating in the

area to sell the said common home at a price agreed between the parties alternatively at the average price recommended by at least three (3) estate agents operating in the area.

4.5 The parties agree that in the event of either Clause 3.2 or 3.3 coming into effect the profit shall be calculated exclusive of the following:

4.5.1 the amount paid by **[insert details]** as set out in Clause 3.2 above, which shall be refunded to him free of interest;

4.5.2 the amount of any further capital payments made by either party at any time shall be refunded free of interest to that party.

4.6 **[Insert details]** agrees that he shall not be entitled to a refund of any of the mortgage bond repayments made by him.

4.7 Should there be any costs associated with taking ownership of the common home, the party taking such ownership shall pay such costs.

5. Disputes

5.1 If any dispute arises between the parties in relation to any matter pertaining to this agreement, then such dispute shall be dealt with in the manner hereinafter set forth.

5.2 Should a dispute arise, either party shall be entitled, by written notice to the other party, to require that such dispute be referred to arbitration.

5.3 The arbitration shall, unless otherwise agreed by the parties, be held in accordance with the rules of the South African Association of Arbitrators alternatively in accordance with the rules determined by the President for the time being of the KwaZulu-Natal Law Society. The Arbitrator shall be agreed between the parties, or

failing such agreement, shall be appointed by the President for the time being of the KwaZulu-Natal Law Society.

5.4 Such arbitration proceedings shall be conducted informally and as inexpensively and expeditiously as possible at a place as the arbitrator may consider will suit the balance of convenience under the circumstance.

5.5 The parties agree that the arbitrator's decision shall be final and binding upon both of them including any award made by the Arbitrator in respect of the cost of the proceedings.

6. DOMICILA

6.1 The parties choose:

6.1.1 **[insert details]**

6.1.2 **[insert details]**

as their domicilia citandorum et executandorum and all notices by one party to the other shall be given in writing by prepared registered post to the said address or delivered by hand.

6.2 Any notice sent by registered post shall be deemed, in the absence of proof to the contrary, to have been received Five (5) days after it was posted alternatively on the day it was delivered by hand.

6.3 The parties shall be entitled to change the addresses referred to in 6.1 from time to time provided that any address selected by either of them shall be situated in the Republic of South Africa and any such change shall only become effective upon receipt of notice in writing by the other party of such change.

7. WHOLE AGREEMENT

7.1 This agreement constitutes the whole of the agreement between the parties relating to the subject matter thereof, and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties.

7.2 The parties agree that no other terms or conditions, whether oral or written, and whether expressed or implied apply.

SIGNED by **[insert details]** at **[insert details]** on this **[insert day]** day of **[insert month and year]**

AS WITNESSES:

1. _____

2. _____

[insert details of the party]

SIGNED by **[insert details]** at **[insert details]** on this **[insert day]** day of **[insert month and year]**

AS WITNESSES:

1. _____

2. _____

[insert details of the party]