

**CONTRACT BETWEEN COMMON-LAW SPOUSES**

**BETWEEN:** .....  
.....  
.....

**O1** (hereinafter referred to as "Spouse A")

**AND:** .....  
.....  
.....

(hereinafter referred to as "Spouse B")  
(Spouse A and Spouse B hereinafter collectively referred to as the "Spouses" or the "Parties")

---

---

**PREAMBLE**

WHEREAS the Parties wish to live together as common-law wife and husband as from ..... (or are living together as such since .....);

WHEREAS the Parties wish to define, specify and settle in advance the patrimonial aspects of their relationship;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1.00 PREAMBLE**

The preamble hereto shall form an integral part hereof.

**2.00 RIGHTS AND DUTIES**

**2.01 Rights and Obligations**

The Spouses shall have the same rights and obligations. While living together, they shall owe each other respect, succor and assistance.

**2.02 Moral and Material Direction of the Family**

If such is the case, the Spouses together shall take in hand, the moral and material direction of the family, shall exercise parental authority and shall assume the tasks resulting therefrom.

**O2 2.03 Contributions to Financial and Other Household Responsibilities**

Spouse A Spouse B  
3405

The Spouses shall contribute to the financial and other household responsibilities in proportion to their respective means. Each Spouse may fulfill his obligation to contribute by his activities within the home.

OR

The Spouses shall contribute by half to financial and other household responsibilities.

OR

The Spouses shall contribute to the financial and other household responsibilities as follows:

- Spouse A: .....
- Spouse B: .....

**03** For the purposes of this Agreement, shall be namely considered as household financial responsibilities the following expenses and disbursements: grocery, rent or mortgage payment, heating, electricity, telephone, video cable, municipal and school taxes, general and special taxes, cleaning, snow removal, repairs, .....

**2.04 Reciprocal Mandate**

Either Spouse may give the other a mandate in order to be represented in acts relating to the moral and material direction of the family. This mandate shall be presumed if one Spouse is unable to express his or her will for any reason whatsoever.

**04 3.00 FAMILY RESIDENCE**

The Spouses shall choose together the site where the family residence is (or will be) located, that is to say at:..... If the Spouses intend to move, they shall mutually agree as where the site of their future residence will be.

**4.00 PATRIMONY**

**05 4.01 Personal Property**

Upon signature of this Agreement, the movable and immovable property owned by Spouse A shall be listed in Schedule "....." of this Agreement, and the movable and immovable property owned by Spouse B shall be listed in Schedule "....." of this Agreement. Are also deemed to be personal property belonging to each of the Spouses, their garments, papers, files, working instruments, tools, jewels, property devolved by donation, succession or by will and other personal belongings.

Unless otherwise stated in this Agreement, each Spouse shall have the administration, enjoyment and free disposal of his present and future personal property.

Excepting property acquired as undivided co-owners, the Spouses agree and undertake that they do not intend to create together an association or a partnership as to the administration of their own property and patrimonies.

**4.02 Personal Debts**

Each Spouse shall be liable for all debts incurred by his own before the signature of this Agreement and for those he will subscribe to during the term of this Agreement. He shall

--	--

Spouse A Spouse B