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DOMESTIC PARTNERSHIP AGREEMENT

State of Alabama

THIS DOMESTIC PARTNERSHIP AGREEMENT (the "Agreement") IS MADE ON

BY AND BETWEEN:

of _____

-AND-

of _____

BACKGROUND

A. This Agreement is made between _____ and _____ (collectively known as the "Parties" and individually known as a "Party") who wish to join their lives together but not in contemplation of marriage.

B. The Parties intend for this Agreement to become effective upon signing pursuant to the laws of the State of Alabama or any future applicable laws adopted by the State of Alabama.

C. The Parties wish to enter into this Agreement to provide guidance as to the status, ownership, and division of both current and future property between them.

D. The Parties further wish to describe their respective rights and liabilities that may arise as a result of this partnership.

E. The Parties acknowledge and agree that in case of future disagreements or disputes between them, they intend that the distribution of any property that either or both of them own shall be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.

F. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any rights to further disclosure of property or financial obligations of each other beyond the disclosure that has already been provided.

G. Each Party agrees and affirms the following:

1. The Parties both executed this Agreement voluntarily and of their own free will;
2. This Agreement was not unconscionable when executed;
3. Prior to the execution of this Agreement, both Parties were provided with a fair and reasonable disclosure of the property and/or financial obligations of the other Party;
4. The Parties have, or reasonably could have had, adequate knowledge of the property and/or financial obligations of the other Party; and
5. The Parties entered into this Agreement freely and under no duress or undue influence on their decision to enter into the Agreement by the other Party.

NOW THEREFORE in consideration of the domestic partnership between the Parties, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

ARTICLE I. PROPERTY

1. The Parties acknowledge that this Agreement will govern the determination of ownership of property that may occur in the future due to the Parties separating or upon the death of a Party.
2. Except as otherwise provided in this Agreement, any and all property owned by one Party before the relationship will remain separate property after the domestic partnership

begins. This property includes the following:

- All property, including real or personal property, the income from such property, and the investments and re-investments of such property; and,
- All property acquired by either Party by gift, devise, bequest, or inheritance

3. Neither Party shall, before or after the domestic partnership commences, acquire for themselves, nor for their assignees or creditors, any interest in the separate property of the other party, nor any right to use, control, benefit, or dispose of such property without the consent of the owning Party.

4. Each Party shall have the right, at all times, to dispose of or encumber any or all of their separate property by deed, sale, gift, trust, will, mortgage, lien, or any other form of encumbrance without limitation, merely upon their own individual signature or act without the necessity of action or consent by the other Party.

5. In situations wherein a Party ("Owner") dealing with their own separate property needs or desires the other Party (Non-Owner) to sign a document for the apparent purpose of relinquishing any apparent right to the property arising solely because of the domestic partnership. Upon request, the Non-Owner agrees to sign any such documents solely for the above purpose. The signing of such a document shall not impose any personal liability nor rights to the property upon the Non-Owner.

6. All future jointly acquired or jointly held property and the currently jointly owned property described below, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property (the "Shared Property"):

-- _____

7. In the event of the Parties separating or upon the death of a Party, all Shared Property will be deemed to be owned equally and each Party will be entitled to fifty percent (50%) of the net equity of the property, regardless of the initial or ongoing proportion of each Party's investment, unless the Parties have agreed otherwise in writing.

ARTICLE II. EARNINGS DURING DOMESTIC PARTNERSHIP

8. All earnings, salaries, commissions, income, pension, stock, stock options, or other employee benefits resulting from personal services or labor of either party shall be and

remain the sole and separate property of the earning Party. Each Party voluntarily relinquishes all of their interest in such property of the other.

9. It is expected that the earnings described in this Agreement may be used for joint household expenses or other joint purposes. Such use shall not be construed to imply joint ownership of the earnings.

ARTICLE III. DEBTS

10. The Parties affirm that this Agreement will govern any determination of responsibility for debts that may occur in the event of the Parties separating or upon the death of a Party.

11. Except as otherwise provided in this Agreement, any debt incurred by either of the Parties prior to the domestic partnership shall remain separate debt owed only by the Party who originally incurred it.

12. All future jointly acquired or jointly held debts and currently shared debt described below, however and whenever acquired, will remain debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts"):

-- _____

13. In the event of the Parties separating or upon the death of a Party, all Shared Debts will be deemed to be equally the responsibility of both Parties and each Party will take on fifty percent (50%) of the Shared Debt of the Parties.

ARTICLE IV. SHARED RESIDENCE

14. It is the intention of the Parties that the residence that will be shared by the Parties and is leased in the following name(s): _____ is located at the following address:

15. This lease shall be altered and affected by this Agreement in the following manner:

-- _____

16. The expenses associated with the maintenance of the residence shall be paid as follows:

-- Rental payments shall be made by _____.

ARTICLE V. JOINT EXPENSES

17. Each Party agrees to contribute an equal amount towards paying for the joint expenses.

18. Joint expenses include the following:

-- _____

19. Nothing in this Agreement shall limit the obligation of each Party to contribute such further amounts as are reasonable and necessary from time to time for the above purposes.

ARTICLE VI. CHILDREN

20. _____ has the following child from a previous relationship:

_____, born on _____

21. _____ has the following child from a previous relationship:

_____, born on _____

22. _____ and _____ have the following child together:

_____, born on _____

23. _____, as long as in a domestic partnership with _____, shall provide a home and reasonable support for the health, education, maintenance, and support of _____'s dependent child from a previous relationship without establishing any legal requirement to continue to do so upon separation or dissolution of the partnership.

24. _____, as long as in a domestic partnership with _____, shall provide a home and reasonable support for the health, education, maintenance, and support of _____'s dependent child from a previous relationship without establishing any legal requirement to continue to do so upon separation or dissolution of the partnership.

25. In the event the Parties separate, _____ will retain sole physical and legal custody of their child from a previous relationship.

26. In the event the Parties separate, _____ will retain sole physical and legal custody of their child from a previous relationship.

27. In the event the Parties separate, the Parties agree that the child borne of their relationship will reside with both parents.

28. In the event the Parties separate, the Parties agree to the following visitation and parenting time schedule:

a. Regular Visitation Schedule:

b. Vacation and Holiday Schedule:

29. In the event the Parties separate, the Parties agree to a joint legal custody arrangement for any children borne of their relationship together, with both parents being given the right and responsibility to decide matters of welfare, education, and health in the child's best interests.

ARTICLE VII. ESTATES AND TESTAMENTARY DISPOSITION

30. Nothing in this Agreement will limit or affect any rights that each may acquire as domestic partner or surviving domestic partner in the property, assets or estate of the other partner.

31. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.

ARTICLE VIII.

ARTICLE IX.

ARTICLE X.

ARTICLE XI. FURTHER DOCUMENTATION

32. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

ARTICLE XII. TITLE/HEADINGS

33. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ARTICLE XIII. GOVERNING LAW

34. The laws of Alabama will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

ARTICLE XIV. TERMINATION OR AMENDMENT

35. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

ARTICLE XV. ENTIRE AGREEMENT

36. The Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior communications, contracts, or agreements between these Parties with respect to the subject matter addressed in this Agreement, whether oral or written.

IN WITNESS WHEREOF the Parties have duly affixed their signatures.

SIGNED by _____:

_____, Domestic Partner

DATE

In the presence of:

WITNESS

SIGNED by _____:

_____, Domestic Partner

DATE

In the presence of:

WITNESS