

Domestic Partnership Agreements: Separate Property and Jointly Acquired Property

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This is the third installment of a seven-part series by Michael P. Sampson and Edith G. Osman Domestic partnership agreements should list or include an attached schedule of each party's separate property. If the parties agree, the agreement should protect ownership of property and interests in trusts as separate property. That does not mean, however, if either party chooses to share the benefits of funds flowing from separate assets, trusts, or work during the relationship, the other party can't benefit. The party may choose how to save or spend such funds. The agreement may still allow each party to be generous. Either party may make gifts to the other, to each party's children, or to others. If a party purchases property and titles it in joint names with the partner, Florida law will ordinarily presume the party intends to give the other half the value of the property. If either party gives the other funds or property, the agreement typically would provide such gifts would become the recipient's separate property. Domestic partnership agreements typically allow each party freedom to do later estate planning, including wills and trusts, and provide (or not provide) for the partner, children, or anyone else upon death. Occasionally, to assure and provide security for a partner with less means, the partner with

greater means may commit to make irrevocable estate planning designations or bequests for the benefit of the other. *Our next segment will discuss [support upon termination of the relationship](#).*

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