



Where affordability, flexibility, and convenience meet family law.

Opening Client Intake Form For: The Family Law Coach's Marriage Contract or Cohabitation Agreement Service	
THE INFORMATION IN THE SHADED SECTION <u>BELOW</u> IS REQUIRED BY THE LAW SOCIETY OF ONTARIO AND <u>MUST</u> BE COMPLETED	
Date:	FOR OFFICE USE ONLY
Client's Name:	
Home Address:	
Tel: Cell	Tel: Home
Email:	
Spouse's Name:	
Client's Occupation:	
Employer Name:	Business Address:
Tel:	
THE INFORMATION IN THE SHADED SECTION <u>ABOVE</u> IS REQUIRED BY THE LAW SOCIETY OF ONTARIO AND <u>MUST</u> BE COMPLETED	

This Form has many pages – but not all of them apply to you.

We can't prepare your Cohabitation Agreement or Marriage Contract unless you complete the information in each section that applies to you.

A Suggestion About Filling Out This Intake Form

This Form is several pages long, but you'll find it easier and faster to fill out than it looks. Not every section or every question will apply to you.

If you find any part of this confusing, or you're not certain what to fill in, just make a note on the Comments sheet at the end of the Form.

If you have a problem please send us an email at:

info@thefamilylawcoach.com or call us at 416 639-0894.

Cohabitation Agreements and **Marriage Contracts** (often called "rep nups") are legal agreements between two people who are entering into a relationship and want to clarify their respective rights and obligations during the relationship and especially if it ends. A **Marriage Contract** is for people who are already married or are planning to marry, and a **Cohabitation Agreement** is for people in, or planning to enter into, a common law relationship. They could be considered as "pre-Separation Agreements". A **Cohabitation Agreement** becomes a **Marriage Contract** once the parties marry.

The concern is that terms that make sense when a couple is just starting out (such as we'll keep our property separate and there will be no spousal support if we separate because we each have good jobs) may not make sense if the relationship lasts for many years, or the parties have children, or marry. Will arrangements that made sense early in a relationship make sense if the parties separate 20 years later? Or if one party has been out of the work force caring for children while the other party has continued to earn and grow their savings?

The Family Law Coach strongly advises that anyone considering a **Cohabitation Agreement or Marriage Contract** discuss this with their Coach lawyer to be sure that the terms they're considering are best for them. Go over the implications of entering into this sort of legal agreement with your lawyer to be sure that you understand the implications and how they may affect you.

We can't prepare your Cohabitation Agreement or Marriage Contract unless you complete each section that applies to you.

If you find any part of this confusing, or you're not certain what to fill in, make a note on the Comments sheet at the end of this Form or give us a call at **416 639-0894** (Toll Free at **1 888 670-9661**).

Please feel free to contact us at info@thefamilylawcoach.com if you have any questions.

Please be as accurate as possible, but if you're not sure use your best estimate.

Put a "?" if you don't know or "N/A" if the question doesn't apply to you.

Your full name	The other party's full name
The first name you usually use	The first name other party usually uses
Your age and birthdate	The other party's age and birthdate
Your current relationship status: <input type="checkbox"/> We're living together and not currently planning to marry <input type="checkbox"/> We're living together and are planning to marry <input type="checkbox"/> We're already married, and our date of marriage is:	
If you're planning to marry and have a date, what is it?	If already living together, when did that start?
If one of you is about to move into the other person's home, who is moving in with whom?	

This Section is for Everyone

Please check off one of the four columns for each item.				
WILL THE AGREEMENT INCLUDE PROVISIONS FOR ANY OF THE FOLLOWING? (If the answer to any of these is YES, or if there is any information you feel your lawyer should know, set out the details on the Comments sheet at the end of this Form)	YES	NO	NOT SURE	DOES NOT APPLY TO ME
Is there to be any arrangement regarding spousal support either during the relationship or if it breaks up?				
If YES , set out details below or on the Comments sheet.				
Is there to be a release of spousal support in the event of separation? That is, if you ever separate, are you each releasing the other from any spousal support obligation?				
If YES , set out details below or on the Comments sheet.				
Will there be any children from a prior relationship living with you either full time or part time?				
Are there to be any arrangements regarding children in the Agreement?				
If YES , there is a section for more details below.				
Will the other party be using a lawyer?				
If YES , and you know the name of the lawyer set it out here with her or his firm's name.				

Only for a Cohabitation Agreement

Please check off one of the four columns for each item.				
WILL THE AGREEMENT INCLUDE PROVISIONS FOR ANY OF THE FOLLOWING? (If the answer to any of these is YES, set out the details on the Comment sheet at the end of this Form)	YES	NO	NOT SURE	DOES NOT APPLY TO ME
Do you want a provision about what happens to property, or the growth of either party's net worth during the relationship? If YES , be sure to discuss this with us to be sure you understand the implications.				
Do you want to arrange that each person will keep their own assets and debts, and that no assets will be considered as net family property or to be shared in the event of a marriage or for any other purpose? If YES , discuss this with us to be sure you understand the implications.				
Do you want the Agreement to say that the same rights and obligations regarding property that apply to married couples will apply to you in the event that your relationship breaks up? If YES , discuss this with us to be sure you understand the implications.				
Do you want the Agreement to contain any specific terms regarding property or asserts? If YES , discuss this with us to be sure you understand the implications.				

Only for a Marriage Contract

Please check off one of the four columns for each item.				
WILL THE AGREEMENT INCLUDE PROVISIONS FOR ANY OF THE FOLLOWING? (If the answer to any of these is YES, set out the details on the Comment sheet at the end of this Form)	YES	NO	NOT SURE	DOES NOT APPLY TO ME
Do you want a provision about what happens to property, or the growth of either party's net worth during the relationship in the event that you separate? If YES , discuss this with us to be sure you understand the implications.				
Do you want to arrange that each person will keep their own assets and debts, and that no assets will be considered as net family property or to be shared in the event that you separate? If YES , discuss this with us to be sure you understand the implications.				
Do you want the Contract to say that the same rights and obligations regarding property that apply to married couples that are set out in <i>The Family Law Act</i> will apply to you in the event that your separate? Whatever your answer, discuss this with us to be sure you understand the implications.				
Do you want the Contract to contain any specific terms regarding property or asserts? If YES , discuss this with us to be sure you understand the implications.				

The Rest of This is For Everyone

Please check off one of the four columns for each item.				
WILL THE AGREEMENT INCLUDE PROVISIONS FOR ANY OF THE FOLLOWING? (If the answer to any of these is YES, set out the details on the Comment sheet at the end of this Form)	YES	NO	NOT SURE	DOES NOT APPLY TO ME
Are there any other specific terms you want in the Agreement or the Contract? If YES , set out the details in the Comments sheet at the end of this Form.				
Do you have a pension?				
Does the other party have a pension?				
Your best estimate for your current income				
Your best estimate for your partner's current income				
Is there anything unusual about your income or that of the other party? Is it about to change or has it recently changed? If YES , set out the details in the Comments sheet at the end of this Form.				
Is there anything unusual about your income or that of the other party? Is it about to change or has it recently changed? If YES , set out the details in the Comments sheet at the end of this Form.				
Your best estimate for your current net worth				
Your best estimate for your partner's current net worth				

This is The Last Required Page

Thanks for giving us this information.

Please give us 2 or 3 times for us to contact you by phone, if you want us to call you, and the phone number we should call – or the email address we should use to correspond with you if different from what is on the first page above.

If you prefer to call us, also set out 2 or 3 proposed times, but don't put in any number in the first column.

Phone number for us to call you	Suggested times and days for us to call you

The next page is a section for you to give us any comments that you feel will be helpful for the lawyer preparing your Agreement or to ask any questions.

Write clearly. Be brief. Thanks.

Comments

Set out any details, comments, or questions you have that you feel will make it easier for the lawyer to prepare the Agreement you want. Use this page to clarify things or set out any details that haven't already been covered.