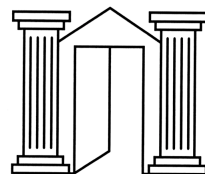
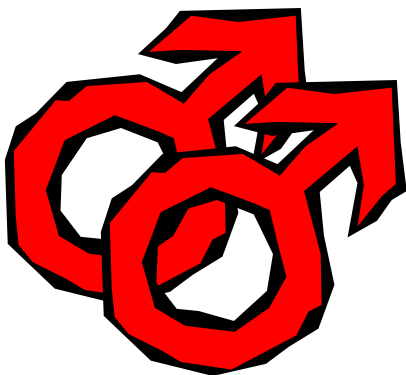
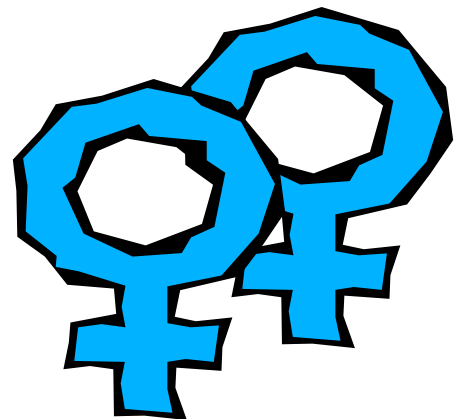


The Legal Rights of Unmarried Cohabitants in Maryland

Second Edition



THE WOMEN'S LAW CENTER OF MARYLAND, INC.

The Legal Rights of Unmarried Cohabitants in Maryland

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PREFACE

This pamphlet is intended as a quick reference to the basic laws governing cohabitation in Maryland. Its purpose is to inform people of their legal rights and responsibilities and to aid them in determining appropriate next steps. As this is a general guide, it should not be used as a substitute for the advice and assistance of professional counselors and attorneys trained to deal with the unique problems of individuals. Rather, this book may suggest questions which you should pose to your lawyer and those which you may expect him or her to ask you.

Note: The state legislature can and does revise domestic relations laws annually. Users of this guide should watch the newspapers between January and April for reports of major changes in statutes covering unmarried cohabitants.

Table of Contents

Introduction	7
Chapter 1—Legal Status of Unmarried Cohabitants	8
Common Law Marriage	8
Criminal Liability	8
Cohabitation—Fornication	8
Adultery	9
Sodomy	9
Chapter 2—Right to Support and Property	10
Contracts and Agreements Between Unmarried Cohabitants	10
Marvin v. Marvin	10
Negotiating and Drafting Cohabitation Agreements	11
Breach of Promise to Marry	12
Ownership of Real Property	13
Chapter 3—Discrimination	14
Housing	14
Employment	15
Private Employers	15
Public Employers	15
Financial Institutions	16
Chapter 4—Benefits, Insurance, Inheritance & Taxes	17
Death Benefits	17
Maryland's Workers Compensation Acts	17
Federal Statutes	17
Social Security	18
Insurance	18
Wills and Inheritance	18
Taxes	19
Chapter 5—Tort Claims	20
Wrongful Death	20
Loss of Consortium	21

Table of Contents (Cont'd.)

Chapter 6—Children of Unmarried Cohabitants	22
Child Custody and Visitation	22
Best Interest of the Child Standard	23
Modification of Custody Orders	24
Visitation Rights	24
Custody and Visitation in Child Abuse Situations	25
Special Issues for Gay and Lesbian Parents	25
Child Support	26
Maryland's Child Support Guidelines	26
Termination of Child Support	26
Modification of Child Support	27
Maryland's Child Support Agencies	27
Health Insurance	27
Tax Issues	28
Establishment of Paternity	28
Mother's Declaration for Child Support Purposes	28
Father's Declaration to Protect His Rights	29
Child's Legal Name	29
Birth Registration	29
Changing the Child's Legal Name	29
Rights and Benefits Upon Death	30
Inheritance Rights	30
Social Security	30
Maryland Worker's Compensation Act	31
Federal Statutes	31
Adoption	31
Chapter 7—Medical Decisions	32
Chapter 8—Reproductive Rights	33
Chapter 9—Domestic Violence	34
Protective Orders	34
Peace Orders	35

Table of Contents (Cont'd.)

Chapter 10—Handling Disputes During a Breakup	36
Living Together Contracts	36
Replevin	36
Leases	36
Conclusion	37
Appendix 1—Sample Cohabitation Agreement	38
Appendix 2—Sample Healthcare Decision Making Forms (Maryland)	44
Living Will	44
Advance Directives	46

INTRODUCTION

Cohabitation generally means two unmarried people in a relationship living together. It may be a casual, temporary relationship, an experiment in living together preceding marriage, or a more permanent alternative to marriage.

Whatever the degree of emotional commitment between the cohabitants, the United States Census Bureau has reported a dramatic increase in the number of cohabitants during the past three decades. The number of cohabitants tripled from 1970 to 1980, jumping from 523,000 to 1,560,000. From 1980 to 1990, the number went from 1,589,000 to 2,856,000. In 2000, the total number of unmarried cohabitants was placed at 5,475,768, including same sex couples. This was a 72% increase over the last decade. The increase in unmarried couples in Maryland was 46.9%.

Although not entitled under the law to the protections that legally married couples have concerning shared property and rights of support, unmarried cohabitants do have legal protections as individuals and can take measures to safeguard their rights. Furthermore, there is a slowly developing trend in the United States to lessen the gap between the rights and remedies granted to married couples and those given to unmarried cohabitants.

This pamphlet catalogs those laws that provide aid to unmarried cohabitants; highlights and discusses potential problems; suggests ways in which unmarried cohabitants can minimize problems stemming from their living situation; and indicates trends in the law that may hurt or help cohabitants. The emphasis will be on Maryland laws and court decisions, but where appropriate, federal and other state laws and national trends are discussed.

CHAPTER 1—LEGAL STATUS OF UNMARRIED COHABITANTS

Common-Law Marriage

A common-law marriage, where recognized, is a legal marriage. It entitles the husband and wife to the rights and responsibilities of a marriage created by a license and ceremony. When a common-law marriage ends, relief is given to the spouses according to the state's divorce laws.

Not all states recognize common-law marriages as valid marriages. Currently, 11 states and the District of Columbia recognize common-law marriages. The states include Alabama, Colorado, Iowa, Kansas, Montana, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Texas, and Utah. New Hampshire recognizes common-law marriages for inheritance purposes only.

Even in states that recognize common-law marriages, some requirements must still be met. Generally these requirements are:

- an express mutual agreement or consent between a man and a woman to be husband and wife;
- a consummation of the agreement by cohabitation as husband and wife; and,
- a reputation in the community as husband and wife.

Some states also require a set number of years of residency before a man and woman can establish a common-law marriage. Others look more to the circumstances of the cohabitation than to the time of residence.

Maryland does not recognize common-law marriage. However, Maryland will recognize a common-law marriage that was validly entered into in one of the 11 states listed above or the District of Columbia. Thus, if an unmarried couple moves to Maryland from a state that recognized their union as a common-law marriage, Maryland will also treat their relationship as a valid marriage.

In Maryland, the marriage between cohabitants before the divorce of either cohabitant is final is an unlawful marriage and is not recognized by the state of Maryland. The fact that the couple cohabitated prior to this marriage will not validate their marriage.

Criminal Liability

Cohabitation - Fornication

Historically, cohabitation and "fornication," defined as unlawful sexual intercourse between two unmarried persons, was illegal in most states. Maryland has no laws making fornication or cohabitation illegal, nor does cohabitation constitute the Maryland common-law offense of

“lewdness,” or “unnatural sexual practice.”

Currently, the District of Columbia and eleven states, including Virginia, still have criminal laws penalizing fornication. A handful of states, including Virginia, have laws making cohabitation a crime. While these laws do exist, they are rarely enforced.

Adultery

Adultery laws are important to unmarried cohabitants if one of the partners is still married to another person. **Adultery is a ground for divorce in Maryland.** Therefore, the married person who lives with another person could be sued for divorce.

Additionally, according to the Family Law Article Section 7-103(a)(1), adultery can only be committed with a member of the opposite sex. That means that a married person who decided to live with his or her same-sex lover could not be sued for adultery under the plain language of the statute.

Many states make adultery a criminal offense. Despite this, prosecutions are rare. In Maryland, adultery is a misdemeanor punishable by a \$10 fine. The Maryland statute on adultery, found at Article 27, Section 4 of the Annotated Code of Maryland, does not define the crime. In common law, adultery applied only to sexual intercourse between a married woman and a man other than her husband. The woman had to be married. The Maryland law with respect to adultery is now unclear, and prosecution for the crime might be instituted without regard to the marital status of the woman involved. If not, the adultery statute as applied would be subject to constitutional challenge.

Sodomy

Thirteen states make it a crime for an unmarried man and woman to engage in consensual sodomy (which is defined as oral or anal sex or both) in private. Alabama, Arizona, Florida, Idaho, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, North Carolina, South Carolina, Utah, and Virginia fall into this category. A handful of states only prohibit sodomy between individuals of the same sex.

Laws prohibiting consensual sodomy have been used to put defendants in prison for consensual heterosexual sex with another adult. Even when juries have found defendants not guilty of rape, on the rationale that the conduct was consensual, they have found defendants guilty of sodomy because the judge had instructed the jury that, unlike rape, consent is not a defense to the crime of sodomy.

In Maryland, the Court of Appeals held in *Schochet v. State*, that the law banning “unnatural sexual practices” did not apply to consensual, non-commercial, heterosexual acts between adults in the privacy of the home. At least one trial court has extended this ruling to same-sex couples. It is unknown how other trial courts or appellate courts would rule on this issue.

CHAPTER 2—RIGHT TO SUPPORT AND PROPERTY

Contracts and Agreements Between Unmarried Cohabitants

Marvin v. Marvin

More than twenty years have passed since Michelle Triola Marvin sued actor Lee Marvin, her live-in companion and lover of seven years, for one-half of the property acquired while they were living together and for financial support after their relationship ended. Michelle Marvin's lawsuit introduced the word "palimony" - alimony for unmarried cohabitants - to the English language. Additionally, her 1976 California case focused attention on the possible legal consequences of non-marital cohabitation, especially the problems arising when the relationship ends.

When the lawsuit between Lee and Michelle Marvin concluded in August 1981, long after the sensational headlines had vanished, Michelle Marvin was left with nothing. Following her victory in the Supreme Court of California that established the legal basis for her action and allowed her to proceed with her landmark lawsuit, she returned to the lower trial court to present her case. The trial court awarded her \$104,000 for "rehabilitation." Lee Marvin appealed this judgment. A 1981 California appeals court agreed with him, reversing the decision after applying the law which the Supreme Court of California had set forth and finding no equitable or legal basis for the award.

Michelle Marvin had a short-lived victory. However, the California Supreme Court decision that bears her name still stands as important case law. Indeed, the highest courts in several states have accepted the *Marvin* rationale.

The *Marvin* case outlines the property rights of unmarried cohabitants upon the termination of their relationship using basic contract law principles and rules of equity and fair play. Further, it recognizes as valuable contributions to the relationship, domestic services and career sacrifices made by an unmarried partner.

Maryland has indicated in *Miller v. Ratner* that it might allow a claim for "palimony" to go forward, and it would undoubtedly look to the *Marvin* case for guidance. The *Marvin* case stands for the proposition that two competent unmarried cohabitants can contract with each other for the division of property acquired during their cohabitation and for support after the relationship terminates. The courts will enforce the contract provided the contract is not based solely on the consideration of sexual services.

Specifically, the California Supreme Court set forth the following as theories under which a plaintiff unmarried cohabitant could state a cause of action for a recovery of property and/or support:

- courts should enforce express oral or written contracts that contain explicitly agreed-upon, definite and clear terms and conditions between nonmarital partners, except to the extent that the contract is explicitly founded on consideration for sexual services;
- in the absence of an express agreement, courts should inquire into the conduct of the cohabitants to determine whether an implied contract, agreement of partnership or joint venture, or some other tacit understanding between them exists; and,
- courts may use the legal doctrine of *quantum meruit*, which permits the award of money to a person who renders beneficial services (e.g., household services) to another person, expecting to be compensated for these services;
- or equitable remedies, such as a constructive or resulting trust, in order to fulfill the parties' reasonable expectations and to establish equity.

In Michelle Marvin's case, the trial court found that she and Lee Marvin never agreed during their cohabitation to combine their efforts and earnings or to share equally in any property accumulated as a result of their efforts. Nor did they agree that she would give up her professional career as an entertainer and singer to devote her time fully to being his companion and homemaker. Further, the court found that Lee Marvin never agreed to provide for all of Michelle Marvin's financial needs and support for the remainder of her life, and that he had no obligation to pay her a sum for her maintenance. In fact, the court found that Michelle Marvin actually benefited economically and socially from her cohabitation with the actor, and that he was never unjustly enriched as a result of their relationship or of the services performed by Michelle for him.

The case would probably have been different had the parties lived together for a substantial period of years in an actual and ostensible family relationship. Where cohabitants have lived together for 20 years, have raised children and have generally been regarded as husband and wife by the community, courts have found that, no matter where the legal title to the property lies, each cohabitant has an equitable interest in some portion of the accumulated assets.

Negotiating & Drafting Cohabitation Contracts

In Maryland, one point is clear: unmarried cohabitants can create express written contracts that are enforceable in a court of law. They can also create express oral contracts to divide personal property, but they are best advised to put into writing any divisions of real property.

Couples should consider drawing up a written "living-together contract" to determine in advance the status of joint and separate assets and liabilities, duties and obligations, and other factors unique to each situation. This can be done with or without an attorney. However, consulting with an attorney about the consequences of signing and the validity of the contract is advisable.

For example, if the non-marital agreement is intended to continue into marriage, an attorney should be consulted to make sure that this intent is expressed clearly in the agreement. Also,

each partner should use a separate attorney.

Since the motives for drawing up contracts will differ from couple to couple, there are no uniform clauses that apply to all negotiated, written contracts between unmarried cohabitants. However, suggested topics for such contracts include:

- the names of the parties;
- the goals and expectations for the relationship;
- the duration of the agreement;
- ownership, management and control of property and income;
- the parties' responsibilities for debts;
- definitions of and responsibilities for support and living expenses;
- household arrangements, including responsibilities for household chores;
- personal and interpersonal relations (e.g., use of surname, responsibility for birth control, provision for illness or disability of one partner);
- relations with others outside the contractual relationship (including career, social and community commitments);
- provisions regarding care, custody and support of children;
- procedures for changing the contract, resolving disputes or ending the contract, including mediation.

A sample agreement from American Jurisprudence Legal Forms Volume 9B (1996) is included in this booklet at *Appendix One*. There are also many other samples available. Please bear in mind that this form is offered only as a sample to suggest the types of provisions that might be included in a contract. Couples can use it either as a source of ideas or as a guide to drafting their own individualized contracts. Any of the provisions can be deleted or other provisions added to address their particular situation. **This sample form is not a substitute for personal legal advice, nor is it a standard form that is to be used by all people.**

Breach of a Promise to Marry

In 1945, Maryland abolished the common-law cause of action for the breach of a promise to marry. Despite the abolition, the issue resurfaced in the 1997 Court of Special Appeals case of *Miller v. Ratner*.

In *Miller*, the plaintiff, Lonnie Miller, sued her former fiancé, Warren Ratner, for the breach of a promise to marry. Ms. Miller claimed that Mr. Ratner broke his promise to marry her and to support her after she had been diagnosed with breast cancer.

The *Miller* court reviewed the history behind the breach of promise to marry cause of action. Section 3-101 et seq. of the Family Law Article states that a breach of a promise to marry claim cannot be brought "unless the individual is pregnant," and in any case, the promise to marry

must be corroborated by other evidence. It is not enough that the pregnant woman says that the father of the child told her he would marry her.

Strictly interpreting the statute, the court ruled in Mr. Ratner's favor. However, the *Miller* court stated that it might entertain a case in which one unmarried cohabitant sued the other for the breach of a promise to provide financial support or palimony.

The court, however, was careful to distinguish between promises to support made in anticipation of marriage and those made independently of any marital considerations. It stated that "(s)o long as persons initiate and maintain their relationships based upon promises of marriage, and its anticipation, rights arising out of those promises or agreements cannot escape the bar by being recast as agreements between nonmarital partners."

On the other hand, "(n)onmarital partners can certainly be subject to suit for promises made independent of promises to marry so long as those actions are not shams intended to circumvent the actions prohibited by the statute." Such actions may include breach of contract actions, actions in replevin or detinue to recover personal property, or actions for partitions to deal with real property.

On this basis, the court declined to consider Ms. Miller's claim for financial support or palimony. Ms. Miller's case may have failed in part because the court perceived "an inherent difficulty in maintaining a palimony action in this State when a plaintiff concedes that the relationship was based on promises and commitments to marry or in anticipation of marriage."

Ownership of Real Property

Unmarried cohabitants' rights regarding the ownership of real property are determined by how assets are titled. Partners may choose to own property as *joint tenants* or *tenants in common*. Property titled as either a *joint tenancy* or a *tenancy in common* is a form of ownership in which two or more persons have an undivided interest in the real property. The principal difference between a *joint tenancy* and a *tenancy in common* is that partners holding property as *joint tenants* have a right of survivorship, whereas partners holding property as *tenants in common* do not. Thus, in a *joint tenancy*, when one partner dies, sole ownership of the real property automatically passes to the surviving partner. A *tenant in common*, on the other hand, can transfer their property interest via a will; or if the *tenant in common* dies in testate, their real property interest will pass under the statute of descent.

Under Maryland law, there is a presumption against *joint tenancy*. This means that documents, such as deeds, must expressly provide that the real property is to be owned as a *joint tenancy* for it to be legally recognized as such. Therefore, if purchasing real property with the intent of *joint tenant* ownership, explicit language indicating that intent is necessary. The deed must indicate ownership "as *joint tenants*." In the absence of this language, ownership will be assumed to be a *tenancy in common*.

CHAPTER 3—DISCRIMINATION

Discrimination based upon race, color, religion, sex, national origin, **marital status**, or physical or mental handicap is illegal. The code defines marital status as being single, married, separated, divorced or widowed. It is unclear in certain covered activities whether unmarried cohabitation is included within the ambit of “marital status,” entitling unmarried cohabitation to statutory protection. With the exception of housing discrimination law, there have been no reported Maryland cases that deny unmarried cohabitants protection. The Maryland appellate courts have not yet considered the issue.

The Maryland Commission on Human Relations is the state agency which administers and enforces the state laws prohibiting discrimination in housing, employment and financing. Any person claiming to be aggrieved by discrimination based on marital status may file a complaint in writing under oath with the Maryland Human Relations Commission (MHRC).

In 2001, the Maryland General Assembly passed and the Governor signed the *Anti-Discrimination Act of 2001*. This landmark legislation prohibits discrimination on the basis of sexual orientation in employment, housing and public accommodations. Discrimination based on sexual orientation is also illegal to varying degrees in Howard, Montgomery and Prince George’s Counties, Rockville, and Baltimore City.

Housing

The prohibition against discrimination based on marital status applies to the selling, renting and leasing of housing. It does not apply to landlord owners who actually live in the rental dwelling.

The Maryland Court of Special Appeals has ruled that the denial of a joint membership to unmarried cohabitants seeking to buy a home within a cooperative housing development is not illegal discrimination. In the 1981 case of *Prince George’s County, Md. v. Greenbelt Homes, Inc.*, the Court attempted to clarify the meaning of “marital status” as used in the context of housing discrimination law. It said: “While each [cohabitant] separately had a marital status, collectively they did not. Only marriage as prescribed by law can change the marital status of an individual to a new legal entity of husband and wife.” Thus, the cooperative members could reject the application of the unmarried couple solely because they were unmarried cohabitants. The Court went on to say: “Even contemporary discrimination laws are not intended to promulgate promiscuity by favoring relationships unrecognized by status or case law as having legal status.”

The Court of Appeals agreed with this reasoning in the 1984 case of *Commission on Human Relations v. Greenbelt Homes*. The court considered whether enforcing a housing cooperative regulation that operated to prohibit a female resident from having an unrelated adult male reside with her constituted discrimination based on marital status. The Court held that it did not

constitute unlawful discrimination.

These decisions created damaging precedent for housing discrimination complaints based on marital status filed by unmarried cohabiting couples. It is conceivable, though doubtful, that under different facts, a decision could be more favorable to unmarried cohabitants. It appears, however, in the housing context, that unmarried cohabitants do not together have a “marital status.”

Employment

Maryland law also prohibits discrimination in employment decisions based on the marital status of the employee or job applicant. Since 1999, the Maryland courts have not had to decide whether an adverse employment decision based on an employee’s or job applicant’s unmarried cohabitation amounts to illegal discrimination. Federal and other state courts, however, have dealt with such cases. The outcome in these courts has depended to a large extent on whether the employment was in the private or public sector.

Private Employers

It is not clear if a private employer can fire an employee, or fail to hire an applicant, or otherwise treat such a person in a detrimental fashion, because of his or her living arrangements. One case does make it clear, however, that an employer may terminate the employee if the employee’s living arrangements amount to a breach of the employment contract. Unmarried cohabitation may breach an employment contract if:

- it renders the employee incapable of performing his or her work; or
- it is calculated to injure the employer’s business.

The 1982 case of *Harvey v. YWCA* gave another legitimate reason for an employer to fire a worker. In that case, the court upheld the termination of an unmarried woman who became pregnant during her employment. Because the woman wanted to “advocate an alternative lifestyle of unmarried parenthood” to young women she counseled, and because such a philosophy ran counter to the YWCA’s purpose, the woman could be fired. The court took care to note that she was not fired for her sex, marital status or pregnancy, but because she had an “expressed intent to represent to her youth groups a philosophy and social concept contrary to those of her employer.”

Public Employers

Public employers are subject to constitutional restraints that do not generally affect the private sector. Unmarried cohabitants will probably be more successful in contesting a public employer’s decision than they will be contesting adverse

private decisions. For example, the Virginia case of *Cord v. Gibb* held that an unmarried cohabitant could not be denied a certificate of good moral character to practice law, solely because of her living arrangement.

On the other hand, a Pennsylvania federal district court found no constitutional violation in a library's decision to fire two employees who were living together "in open adultery" with their illegitimate child. One of the employees was married to another person at the time. The other was unmarried.

Essentially, an individual who hires, fires or promotes, or otherwise makes employment decisions, cannot base his or her decisions solely on the existence of unmarried cohabitation, without a showing of either: a so-called "substantial adverse impact" upon the employee's ability to perform on the job, or a detriment to the employer's public image, except if the employee's behavior is constitutionally protected.

Another case – *Suddarth v. Slane* – demonstrates how the courts deal with employees who are fired for acting in a manner that "embarrasses" the employer, even though the employer was the state. The Virginia State Police fired Suddarth after the woman with whom he was having an affair – a married woman with two children – gave birth to his child. The official reason for the termination was "[conduct] unbecoming a member or employee of the Commonwealth such as to bring the service into disrepute." The court in this case relied on the fact that Suddarth committed adultery in having the affair, an act that is illegal in Virginia, and let the firing stand.

Financial Institutions

It is unlawful in Maryland under Article 49B for banks or lending institutions to discriminate against individuals on the basis of marital status in their loan activities. Again, as of this writing, there are no reported Maryland cases dealing with unmarried cohabitants who have been subjected to this kind of discrimination.

Unmarried cohabitants may have an effective remedy for alleged discrimination based on marital status under the Equal Credit Opportunity Act, a federal act that prohibits discrimination by creditors in credit transactions. A District of Columbia court decision found a valid claim under the Equal Credit Opportunity Act where a savings and loan association refused to aggregate incomes of unmarried joint mortgage applicants when determining their creditworthiness in a situation where the incomes of two similarly situated married joint applicants would have been aggregated. The statute was designed to prevent discrimination against women (especially unmarried women) in credit transactions.

CHAPTER 4—BENEFITS, INSURANCE, INHERITANCE, AND TAXES

Death Benefits

If one unmarried cohabitant dies, is the surviving cohabitant entitled to any benefits? The answer, which differs depending on the controlling law, is especially crucial to a dependent surviving cohabitant who has no independent financial means.

Maryland Workers' Compensation Act

When a person dies from an injury that arose out of and in the course of his or her employment, that employee's survivors are entitled to workers' compensation benefits in Maryland, if the act covers the particular situation. The sole standard for determining survivor's benefits under the Maryland Workers' Compensation Act is dependency. An unmarried cohabitant who can show that he or she was wholly or partly dependent on the deceased employee at the time of the injury resulting in death will receive benefits.

A dependent is one who was receiving in whole or in part the "reasonable necessities of life" from a worker at the time of the work-related injury causing the worker's death. The worker must have actually supported the survivor, and the survivor must have in fact relied upon the worker's earnings for his or her livelihood, in whole or in part. The Workers' Compensation Commission, in accordance with the facts in each case, determines whether a survivor is dependent.

Worker compensation claims by survivors are generally of two types. First, dependents claim an award of permanent total or permanent partial disability compensation left unpaid at the death of the employee. In such a case, the employee has died from causes not related to his or her compensable injury. An unmarried cohabitant would not be able to take this award unless he or she was designated as the recipient in the deceased cohabitant's will. However, the children of unmarried cohabitants may have rights of inheritance. (See Chapter 7 for a discussion of a child's rights to death benefits and inheritance.)

The second type of claim is the case where the death was the result of and occurred within seven years of the compensable work-related injury. An unmarried cohabitant would receive death benefits in this situation if he or she was a dependent of the deceased.

Federal Statutes

There is a general reluctance in federal statutes, e.g., the Death on the High Seas Act, the Jones Act, the Longshoremen's and Harbor Workers' Compensation Act and the Veterans' Administration Act, to grant death benefits to a surviving unmarried cohabitant even if one cohabitant believed in good faith that he or she was validly married. The statutes usually refer

to surviving “widows” and “widowers,” terms that have been construed by the courts to exclude unmarried cohabitants. Refer to the appropriate federal law that covers the specific situation to see if benefits are available.

If the employee cohabitant dies in a jurisdiction that, unlike Maryland, recognizes common-law marriage, the surviving cohabitant may be able to obtain federal benefits.

Social Security

An unmarried cohabitant is not entitled to death benefits payable under the Social Security Act, unless he or she qualifies as a common-law spouse in a state that recognizes common-law marriage. The law of the state where the insured was domiciled at the time of death governs. Therefore, in Maryland, the surviving partner is not entitled to death benefits because Maryland does not recognize common-law marriage.

Insurance

If an automobile liability insurance policy contains a “household exclusion” clause relieving the insurance carrier of liability to members of the insured’s “family” or “household” for their injuries caused by the insured, an unmarried cohabitant is excluded. The Maryland Court of Special Appeals has determined that an unmarried cohabitant is a residing relative when that person abandons his or her home, puts his or her belongings into storage, lives in a close family environment and shares meals together with other household members.

On the other hand, if automobile liability insurance coverage is extended in the policy to persons living in the same household, unmarried cohabitants are covered. If the policy only covers “spouses,” then unmarried cohabitants are not protected. Read the automobile insurance policy carefully to see what language is used to designate who is excluded from or included in coverage.

With life insurance, one member of a heterosexual or gay/lesbian couple is free to designate his or her partner as a beneficiary and to change this designation at a later date.

Wills and Inheritance

An unmarried cohabitant may leave property to his or her surviving partner in a will. He or she may also revoke this devise or bequest later. In the absence of a will, an unmarried cohabitant will not receive any of the property left by his or her deceased partner. This is also true for same-sex couples.

If the unmarried partner has not written a will, state law governs the division of his or her property. Any part of the estate of the deceased partner that is not disposed of by will shall be

distributed to legal relatives of the decedent.

Whether or not there is a will, an unmarried cohabitant may want to prepare a *Letter of Instruction*. The purpose of the Letter of Instruction is to guide the family on matters not covered by the will. Though the Letter cannot be legally enforced, it can be used to provide the surviving partner with the information needed to close the deceased partner's affairs. The Letter may include directions for funeral arrangements and indicate family and friends to be notified concerning the death. Additionally, the Letter may include locations of important documents concerning life insurance, bank accounts, and other personal papers.

Taxes

The full tax ramifications of living together as opposed to marriage are far too complex to be examined in detail here. Additionally, they are likely to change frequently. At the very least, unmarried cohabitants should know that, unlike married couples, they cannot file joint tax returns. A simple comparative check of each year's tax tables for unmarried persons and married couples will reveal the amount of money saved in individual situations. For more information, contact the Internal Revenue Service at www.irs.gov.

CHAPTER 5—TORT CLAIMS

A “tort” is a civil wrong or injury remedied by the award of money damages. The most common tort claims arise from the negligence of one person, such as in automobile accidents where one person’s carelessness or reckless driving causes another person’s injury. The negligent person must compensate the injured person for his or her damages.

The tort actions that have special significance between married persons are “wrongful death” and “loss of consortium” claims. Neither one has been applied to unmarried cohabitants in Maryland, but the prospect that they may some day be extended to include cohabitants is a real one and merits a brief discussion here.

Wrongful Death

When a person’s death is caused by the wrongful act of another, it may be possible for certain surviving relatives to sue the wrongdoer and recover damages for the loss they sustained. The measure of damages is generally the “pecuniary” loss suffered by the relatives (i.e., the loss of financial support, services and contributions that can be valued in money which they would have received from the deceased had he or she not been killed). In Maryland, damages are not limited to pecuniary losses for the death of a “spouse, minor child or parent of a minor child,” and may include such things as mental anguish, emotional pain and suffering, loss of companionship, protection, comfort, advice, counsel or education.

Wrongful death claims were created by statute. Therefore, requirements differ from state to state. In Maryland, the only “beneficiaries” who can bring an action for wrongful death are the wife, husband, parent and child of the deceased (“primary beneficiaries”). If there are no primary beneficiaries, any person related to the deceased person by blood or marriage who was wholly dependent upon the deceased may bring an action. According to this statutory language, unmarried cohabitants are not beneficiaries.

They do qualify, however, as dependents for purposes of the Workers’ Compensation Act, in which employers compensate survivors for employees’ deaths occurring in the course of employment. Maryland cases support the concept that the Wrongful Death Act and the Workers’ Compensation Act must be construed together. However, the definition of the “dependents” who can recover under each act is different and potentially in conflict.

Until a court opinion decides the question, it is unclear whether an unmarried dependent cohabitant can recover under the Wrongful Death Act. If she or he qualifies as a dependent under the Workers’ Compensation Act, chances are very good that she or he would be a proper plaintiff in a wrongful death action, despite the “blood or marriage” language in the statute. (See Chapter 5 for a discussion on worker’s compensation.)

Few states grant unmarried cohabitants the right to sue for the wrongful death of their partners. Only those states which allow “dependents” to sue would be likely to even consider such a claim. This is an area of law that may undergo some change in the future as more couples

choose unmarried family life over marriage. The term “spouse” in wrongful death statutes, as well as worker’s compensation acts, may give way to include unmarried cohabitants.

Loss of Consortium

The tort “loss of consortium” is a cause of action that until very recently was reserved exclusively for married couples. It is a tort that has its historical origins in the now disfavored notion that a man acquires a property interest in his wife when he marries her. If she were to suffer any physical injury by the hand of another that impaired her ability to provide her husband with services, sexual relations, companionship, affection or emotional support, then the deprived husband could sue the person who caused her injuries for money damages. The husband had lost “consortium.”

This action is now available in most states to wives as well as husbands, and to parents for loss of their children’s consortium. In Maryland, a loss of consortium claim can only be asserted in a joint action by both spouses for injury to the marital relationship. It must be tried at the same time as the individual action brought by the injured spouse against the allegedly negligent defendant.

Until a New Jersey federal district court granted consortium rights to unmarried partners in the 1980 case of *Bulloch v. United States*, it had been universally assumed that legal marriage was a required element of proof in a loss of consortium action. *Bulloch* is a unique case that will be likely limited to its facts. In *Bulloch*, Mr. and Mrs. Bulloch married in 1951, and divorced in 1977. Sometime later that year, the Bullochs reunited and decided to live together again. After that reunion, Mr. Bulloch was injured and hospitalized. During the hospitalization, he abandoned his separate living quarters, and after his release from the hospital, he returned to the marital abode. The Bullochs then sued for loss of consortium. The court found that given the equities in that case, the lawsuit could go forward.

Since that decision, no other court has recognized an unmarried cohabitant’s right to loss of consortium damages. Few courts have considered the question. Maryland considered this issue in *Gillespie-Linton v. Miles*. The Court of Special Appeals considered whether the husband of a woman injured in a car accident could sue for loss of consortium, even though the accident occurred two days before the couple married. The court held that a loss of consortium claim may be asserted only in a joint action for injury to the marital relationship and that the marital relationship must be in existence at the time of the injury.

CHAPTER 6—CHILDREN OF UNMARRIED COHABITANTS

The National Center for Health Statistics recently released a report showing that in 1999 1.3 million children were born to unmarried couples. If these couples separate, they have to deal with some of the same issues that divorcing married couples face when it comes to their children.

Child Custody and Visitation

Under Maryland law, unless a court has ordered otherwise, the parents of a minor child are the child's "joint natural guardians." This means that they are jointly and individually responsible for the child's support, care, welfare, and education. After a decree of adoption is entered, each living natural parent of the individual adopted is relieved of all parental duties and obligations and the adoptive parents take on those responsibilities.

If the parents live apart, a court may award custody of a minor child to either parent or joint custody to both parents. The standard the court applies in determining custody is the **best interest of the child**. Until the court makes a determination, neither parent is presumed to have any right to custody that is superior to the right of the other parent.

The decision as to who will have custody of the children can be settled informally by agreement of the parties. However, the court need not respect every agreement reached by the parents, and the court may modify an agreement if the court determines that it is in the child's best interest to do so. The term "custody" includes two different types of rights and responsibilities, "legal" and "physical."

- **Legal custody** carries with it the right and obligation to make long range decisions involving education, religious training, discipline, medical care, and other matters of major significance concerning the child's life and welfare.
- **Physical custody** means the right and obligation to provide a home for the child and to make the day-to-day decisions required during the time the child is actually with the parent having such custody.

There are a variety of different custody arrangements adopted by the parents voluntarily or through court intervention. In some instances, the parties agree to or the court awards one parent **sole custody**. This includes both legal and physical custody. In those cases, the other parent is awarded visitation rights.

Another possibility is that both parents agree to or are awarded **joint custody**. In this case, one parent may have sole physical custody of the child(ren) and both parents may share joint legal custody, or the parents may share both physical and legal custody of the child(ren).

New terms are beginning to appear in agreements and court orders related to custody. For example, the term "access" is sometimes used to refer to visitation. The term "primary" may be substituted for the term "sole". It is not clear how the use of these different terms affect the

enforceability of the final custody order.

The Best Interest of the Child Standard

In making any decisions about the custody of a child, the court must determine what is in the **best interest of the child**. In cases where sole custody is requested, the court will consider, at a minimum, the following factors:

- The fitness of the parents;
- The character and reputation of the parties;
- The desire of the natural parents and any agreements between them;
- The potential for maintaining natural family relations;
- The preference of the child, when the child is of sufficient age and capacity to form a rational judgment;
- Material opportunities affecting the future life of the child;
- The age, health and sex of the child;
- Religious considerations;
- Allegations of abuse;
- The residences of the parents and the opportunity for visitation;
- The length of the separation of the parents; and,
- Whether there was prior voluntary abandonment or surrender of custody of the child.

In cases where joint custody is requested, the court, in addition to the above factors, must consider the following factors:

- The capacity of the parents to communicate and to reach shared decisions affecting the child's welfare (*this is the most important factor on the list*);
- The willingness of the parents to share custody;
- The fitness of the parents;
- The relationship established between the child and each parent;
- The preference of the child;
- The potential disruption of the child's social and school life;
- The geographic proximity of the parents' homes;
- The demands of parental employment;
- The age and number of the children;
- The sincerity of the parent's request;
- The financial status of the parties;
- The impact on state or federal assistance; and
- The benefit to the parents.

As always, even in the case of joint custody awards, the best interest of the child is still the paramount concern. The court may also consider any other factors it deems appropriate. **For example, joint custody is not advisable in cases where there has been a history of domestic violence.**

Furthermore, both parties should seriously consider the practical realities of a joint legal custody arrangement before consenting to one. In many situations, the parent who was originally the primary caretaker and now the custodial parent continues to bear all, or almost all of the child-rearing responsibilities, while the other parent has equal decision making rights.

Moreover, if the parties agree to a joint physical custody arrangement, the agreement should include a specific schedule so that the child and the parents know exactly when the child is with each parent. Many problems can occur when an agreement states, for example, “the children will live with each parent on as equal a basis as is practical,” or “the children will live with the mother four (4) nights a week and the father three (3) nights a week.” In some cases, joint custody arrangements are referred to as “parenting plans” or “access schedules”. The parties should consider all of the factors listed above relating to joint custody before consenting to one of these plans.

Finally, regardless of whether the label is “joint custody,” a “parenting plan,” or “visitation,” a different formula is used to calculate child support that will significantly reduce the amount of the child support payments owed to the primary caretaker in cases where the child spends 128 or more overnights with the other parent. (See **Child Support** for more information.)

Modification of Custody Orders

Because the child’s interests are always a matter of state concern, custody decisions and agreements are not final, and may be changed as circumstances change. The ruling may be challenged by a parent, or at the age of 16, by the child.

A party petitioning the court for a change in custody must prove that there is a substantial change in circumstances that requires a change in the original custody order. A substantial change can be, for example, that the parent who has sole or primary physical custody intends to move out of state, or that the child is having serious problems in the custodial parent’s care.

It is advisable to consult an attorney before filing a **Request to Modify a Custody Order** to ensure that all of the circumstances that require a change in custody are sufficiently articulated in the court papers.

Visitation Rights

Visitation rights of the parent without custody or non-custodial parent may be set out in a custody agreement between the parties or in the court’s decree. However, the court has the final say as to what is in the best interest of the child(ren).

These rights may be as specific as naming certain days when the non-custodial parent may visit a child and the geographic limits within which such visits may take place. Alternatively, visits can be described as at “reasonable and appropriate times.” Sometimes the non-custodial parent discovers, to his or her dismay, that what is “reasonable” may be left solely to the custodial parent’s discretion.

Serious concerns must exist for the court to deny visitation rights to a parent. Failure to support, alone, does not justify refusal of visitation rights.

Custody & Visitation in Child Abuse Situations

If the court in a custody or visitation proceeding has “reasonable grounds” to believe that a child has been neglected or abused by one of the parties to the proceeding, it *must* determine whether the abuse or neglect is likely to occur if custody or visitation rights are given to that party. Unless the court finds that there is *no* likelihood of further abuse or neglect by the party, the court must deny custody or *unsupervised* visitation to that party. In such a case, the court may approve a supervised visitation arrangement that “assures the safety, and the psychological, physiological, and emotional well-being of the child.”

Special Issues for Gay & Lesbian Parents

Gay and lesbian parents who are not the biological parents of their children may experience special difficulties when it comes to getting custody and visitation after a break up. The law presumes that the child’s best interest is served by placement with the biological parent. Although the court may consider written agreements concerning custody and visitation, the agreements may not be enforceable as a matter of law because the court must always make a custody decision based on the “bests interest of the child.” In issues of custody, a non-biological parent is considered to be a “third-party” to the custody action. The Maryland courts have held that a third party “acting as a parent” might obtain custody instead of a biological parent if a court finds that there are “exceptional circumstances” justifying the decision. The code defines a person acting as a parent as “a person other than a natural parent who has physical custody of the child and who has either been awarded custody by court order or claims a right to custody” (Family Law §9-201). A variety of circumstances could constitute exceptional circumstances. For example, the child could have been separated from the natural parents for a significant amount of time; the child may have significant attachments to the third party; or, the child may have an unstable future in the hands of the natural parents.

With respect to visitation, the Maryland courts have held that “de facto parents” may be entitled to visitation and need not show “exceptional circumstances.” In order to be deemed a “de facto parent,” a third party must meet the following requirements: the legal parent must have consented to and fostered a relationship between the third party and the child; the third party must have lived with the parent and the child; the third party must have performed parental functions for the child to a significant degree; and, a parent-child bond must have been formed between the child and the third party. *S.F. v. M.D.*, 132 Md. App. 99 (2000).

Although it may not be legally binding, a parenting agreement that has been entered into by both the biological and de facto parent may be quite influential to the court. As a practical matter, the agreement serves to establish the necessary criteria for a “de facto parent,” and thus entitle the non-biological parent to petition for visitation with the child. Courts have also used the agreements as guidance in crafting a custody and visitation order.

Terms of the agreement should indicate the couple's intention to co-parent, to jointly assume all legal obligations to support and care for the child, to have equal parenting rights and privileges, and what the intentions of the parties are for the child in the event that the relationship terminates.

Child Support

Both parents have a legal duty to support their child according to their ability to do so. Parties can make agreements with respect to child support, however, the court always retains jurisdiction over child support issues, whether child support is agreed to by the parties or ordered by the court.

The custodial parent (i.e., the parent with whom the child lives) may file a complaint to collect child support with or without a lawyer. Additionally, that parent may obtain the services of the child support agency in their county or in Baltimore City.

Maryland's Child Support Guidelines

In 1990, the Maryland legislature adopted guidelines to assist courts in determining the amount of child support awards. The guidelines provide a formula for calculating child support based on a proportion of each parent's income. The child support guidelines take the following into account:

- each parent's gross income;
- the cost of medical insurance and the cost of child care for the children; and,
- any other child support the non-custodial parent is actually paying.

The guidelines also take into account the amount of time the child spends with each parent. If the child spends 128 or more overnights with each parent, a different formula is used to calculate child support. This formula results in a reduction in child support owed to the primary custodian.

Child support worksheets and copies of the guidelines are available from the Circuit Court Clerk's office, your local child support agency, or your local pro se courthouse clinic. The website of the People's Law Library – a Maryland public legal information resource – includes a "Child Support Calculator" to estimate child support obligations. (See www.peoples-law.com.)

Courts in Maryland will apply the guidelines unless a party can show that to apply the guidelines would be unjust and inappropriate in a particular case.

Termination of Child Support

The obligation to support one's children continues until certain terminating events have occurred. Generally, these include when the child reaches the age of 18, becomes self-

supporting or gets married, whichever is earlier.

Modification of Child Support

A court can modify child support if there is a **significant change in circumstances**. Possible justifications for modifying child support payments are a child's serious illness or accident, a parent's illness or disability, or a sizable increase or decrease in a parent's income or assets.

Marriage by the parent who has physical custody will not terminate payments by the non-custodial parent, unless the non-custodial parent gives up his/her parental rights and/or a stepparent adopts the child(ren). The added financial burdens of either parent's new family will generally not terminate the duty to support. However, having additional children could qualify as a significant change in circumstances that would justify a modification of child support.

Maryland Child Support Agencies

Every jurisdiction in Maryland has a child support agency that is required to provide the following services:

- establish paternity, including blood testing;
- establish and enforce orders for child support and medical insurance; and,
- review order every three years to determine whether a modification is justified.

The child support agency charges a one-time fee of \$25 for these services. Even if the custodial parent has hired a private attorney to obtain child support, it is still advisable to apply for child support agency services. This is because there are a number of collection services that are only available through the child support agency, including:

- interception of state and federal tax funds;
- a payment registry;
- driver and professional license revocation for failure to pay;
- access to databases containing information on the absent parent's location, employer, and financial resources.

For the number of the child support office in your jurisdiction, call 1-800-332-6347. If a person is receiving "social services," now called Temporary Cash Assistance (TCA), the right to pursue child support is assigned to the state and the person is barred from collecting child support from the non-custodial parent while receiving assistance. In these cases, the child support office pursues child support on behalf of the state, which keeps any child support collected.

Health Insurance

The court has the authority to require a parent to obtain health insurance for the child if the parent is eligible for family coverage through the parent's employment, and if the child can be

included on the policy at a reasonable cost. The requirement would be incorporated in the court order.

Also, the court can compel employers and insurers to honor the order to provide health insurance. Employers will not be allowed to remove a child from the policy so long as a court order is in effect, unless alternative coverage has been obtained, the employer has terminated family coverage for all employees, or the parent-employee has left the company and is no longer eligible for insurance. Employers also have the responsibility of notifying the child support agency and both parents of the date of enrollment and/or any reasons why they cannot comply with the order.

Tax Issues

Child support is not taxable to the recipient. It is also not tax deductible from the income of the paying parent.

Establishment of Paternity

The Maryland Paternity Act provides a means by which paternity can be established and the basic obligation for support of children between unmarried parents can be enforced. Only the birth mother or the Bureau of Support Enforcement of the Social Services Administration or a person whom the Bureau approves for child support services can petition the Circuit Court for a paternity proceeding.

The State's Attorney can represent the mother and may request any individual summoned for a paternity lawsuit to submit to a blood or genetic test. If the individual does not submit to a blood or genetic test, the State's Attorney may apply to the Circuit Court for an order requiring a test. A private attorney may also initiate these proceedings.

The courts will assume paternity where a genetic test indicates a 99% or greater statistical probability that a party is the biological father of a child. Also, the courts can enter a judgment of paternity against a father if he fails without "good cause" to show up in court to contest the action, as long as sufficient evidence is presented to support the finding of paternity.

Mother's Declaration for Child Support Purposes

If the defendant is found to be the father, the court passes an order declaring him to be the father of the child and providing for the support and maintenance of the child. The court may place a lien upon the father's earnings, so that his employer deducts support from his regular wages and pays it directly to the person designated by the court. The court may also provide in the order the amount that the mother must contribute to the child's support and maintenance; and it may include any other provision pertaining to custody, guardianship, visitation and other matters that may be for the "general welfare and best interests of the child."

The paternity action occurs in the Circuit Court. The defendant is entitled to a jury trial if he

elects one, and may not be required to testify. The paternity procedure is very detailed and specific. Therefore, it is advisable to consult an attorney or the State's Attorney's regarding this procedure.

Father's Declaration to Protect His Rights

A putative father may bring an action in Circuit Court for a declaration that an illegitimate child is his child. It is not necessary to obtain a judicial declaration of filiation for purposes of legitimating a child. Legitimacy based on acknowledgment and recognition is achieved by acts, declarations and admissions by the father outside of a judicial proceeding.

However, if the father wants to protect his rights as a father, and have his child's legitimacy determined by a court of law, he may bring a declaratory action. He would then use his written acknowledgment or his "open and notorious" recognition of the child as evidence of his paternity.

Child's Legal Name

Birth Registration

Unmarried parents may give their child whatever name they wish. Their child may have either the mother's or the father's surname, or another surname altogether. The name they choose will be recorded on the birth certificate.

If the parents marry one another after the child's birth, or a court proceeding decides the child's parentage, and satisfactory proof is furnished, the State Department of Health and Mental Hygiene must issue a new birth certificate. The same is true when no father is named on the birth certificate, and later the father acknowledges himself, by affidavit, to be the father. The mother must consent by affidavit to this acknowledgment. Where paternity has been established by legal proceedings, the name of the father will be inserted.

Changing the Child's Legal Name

In Maryland, a person, either an adult or child, may change his or her name freely using the common-law rule, or by initiating a court proceeding. If the common-law method is used, all a person has to do is to assume a new name and use it consistently, openly and non-fraudulently, without interfering with other people's rights. Keep in mind that this may not work for situations that require an official document as proof of identity (e.g., school registration.)

If the judicial procedure is used, a person must file a petition with the Circuit Court setting forth the name change desired and the reasons for it. Proper publication of notice of the petition must be made.

Children may change their name by either method. However, if the judicial method is used, a parent, legal guardian or next friend on behalf of the child must file the petition. Proper

publication of notice of the petition must be made. Interested persons (such as the other parent) are free to file affidavits in opposition to the change.

Likewise, an interested person is free to challenge the common-law right of the child to make the change, by filing an action in Circuit Court for an injunction to restrain the child from using a new name. Whenever the court is involved, either under the name change statute or under the common-law rule, upon objection by a proper person, it must look to the substantial welfare of the child and reach a decision based on what is in the child's best interests. The child's preference is only one factor to consider in the ultimate decision.

Rights & Benefits Upon Death

Inheritance Rights

The inheritance rights for the children of unmarried cohabitants depend upon whether the children are illegitimate or legitimate. For example, when there is no will, an illegitimate child cannot inherit property from his or her father and generally is not entitled to benefits available upon their father's death.

According to Maryland law, a child born to unmarried parents is considered the child of his or her mother. The child can inherit from the mother, and the mother can inherit from the child.

To legitimate a child for purposes of inheritance and benefits, the father must do one of the following:

- be judicially determined to be the father in a paternity action;
- have acknowledged himself, in writing, to be the father;
- have openly and notoriously recognized the child to be his child (this can include an oral admission of paternity); or
- have subsequently married the mother and has acknowledged himself, orally or in writing, to be the father.

For unmarried cohabitants who have children together, the estates and trust laws suggest that something more than living together is required to vest inheritance rights and a right to death benefits.

Social Security

A child who has not been legitimated will not be able to recover Social Security benefits upon the death of his or her insured father, unless the child can show he or she was "dependent" on the father at the time of his death. A "dependent" child is one who was living with or was supported by the deceased wage earner at the time of his death. Legitimate children are conclusively presumed to be dependent.

Maryland Workers' Compensation Act

The surviving child of an unmarried parent who died from injuries arising in the course of his or her employment is entitled to workers' compensation benefits, if the child was dependent on the deceased employee at the time of the injury. The child need not be legitimate to recover benefits.

Federal Statutes

Federal courts usually look to state laws controlling inheritance to determine whether a child born of unmarried parents can receive benefits. Thus, in Maryland, a child would have to be legitimated by one of the four methods listed above in order to recover benefits upon the death of his or her father. If the mother dies and benefits are available to her survivors through a federal compensation law, the child does not have to be legitimated to recover.

Adoption

An unmarried cohabitant is not prohibited from adopting another person, either a child or an adult. Maryland law states that a person petitioning to become an adoptive parent cannot be denied a decree of adoption solely because he or she is single or without a spouse. In an action to adopt a child, the final decision must serve the best interests and welfare of the child. Most jurisdictions in Maryland require an in-depth home study in each adoption case filed. This is usually conducted under the auspices of the court or a social service agency. Unmarried cohabitation will be a factor in the investigator/social worker's report and recommendation to the Court on whether the adoption should be granted. Likewise, Maryland law does not preclude an adoption by a gay or lesbian person, but a prospective adoptive parent's sexual orientation may be a factor in the agency's report and recommendation.

Joint adoption by two unmarried cohabitants is neither precluded nor permitted by Maryland law, thus each case is subject to the court's interpretation of the law. Unique issues arise in cases where one of the cohabitants is the biological or adoptive parent of the child and the desire of the parties is for both cohabitants (parents to the child) to be legal parents. Maryland law provides that after a decree of adoption is entered, the natural parent is relieved of and divested of all parental duties and obligations as to the adopted individual. A special exception is created where the adoption is by the spouse of the natural parent (a stepparent adoption). Some courts have allowed the biological and "second parent" to jointly adopt the child, thus granting them both equal legal parental rights to the child. Seek legal counsel for additional information.

CHAPTER 7—MEDICAL DECISIONS

As an unmarried cohabitant, there may come a time when one partner is injured or incapacitated, or otherwise unable to speak for himself or herself. In this instance, the *Maryland Code* designates which people and in what order are allowed to make medical decisions on a person's behalf.

In descending order of priority, the list starts with any person appointed by a court as a guardian for health care purposes, then the spouse, an adult child, parent, adult brothers or sisters, and finally a friend or other relative with an appropriate affidavit. Proper authorization must be given to a health care agent through an advance directive for someone other than these people to make medical decisions.

In Maryland, an advance directive, sometimes called a living will, is a witnessed statement that authorizes the provision, withholding or withdrawing of any life-sustaining procedure. Usually the statement must be in writing, but an oral statement made in the presence of a witness and the attending physician may suffice if it is documented as a part of the medical record and dated and signed by both the physician and the witness.

The appointment of a health care agent is helpful because it designates someone to speak for you when you are unable to make your own medical decisions. Using an advance directive, an agent can refuse or accept life-sustaining treatment, choose among medical alternatives, and participate in family-only or restricted visiting hours. Although your physician and other hospital staff may respect your wishes concerning hospital visitation for your partner, through an advance directive you can give your partner the legal authority to visit you.

Sample advance directives and living wills are reprinted from the *Maryland Code Annotated* in this booklet at Appendix Two. A sample advance directive package for Maryland, complete with hints and instructions, can be downloaded from the website of Partnership for Caring, at www.partnershipforcaring.org.

CHAPTER 8—REPRODUCTIVE RIGHTS

A woman has the right to make her own reproductive health decisions, including the decision whether and when to use birth control. Under current law, a woman need not consult her partner nor gain his consent regarding her decision to have an abortion.

CHAPTER 9—DOMESTIC VIOLENCE

Unmarried cohabitants, including same-sex couples, do not have the right to abuse each other by threats or acts of physical violence. If you have been a victim of threats or acts of violence, you should consider doing the following:

- call the police immediately;
- get to a safe place;
- file criminal charges;
- obtain a temporary ex parte order for protection; and,
- obtain an order for protection for up to 12 months, or
- obtain a Peace Order (if not yet eligible for a Protective Order)
- request the assistance of a police officer while removing personal possessions if you have left the home.

In Maryland, unmarried cohabitants who are victims of domestic violence can petition the court for an Order that gives them legal protection from their abuser. Depending on whether they meet certain eligibility criteria, victims of abuse may be entitled to either a Protective Order or a Peace Order.

Protective Orders

As a part of any order of protection, a court can order the following:

- that the abuser stop the abuse;
- that the abuser stay away from the victim and her family;
- that the abuser vacate and stay away from the family home, the victim's job and a minor's school;
- that the abuser surrender any firearms;
- that the victim have custody of minor children;
- visitation with third party exchanges;
- emergency financial maintenance (e.g., financial support); and,
- that the victim have use and possession of a jointly owned vehicle.

Petitions for protective orders can be filed in the District or Circuit Court in the county where the abuser lives or works. In order to file a petition for a protective order, the person filing the petition must be one of the following:

- the current or former spouse of the person abusing you;
- a person who has had a sexual relationship with the abuser and lived with the abuser for at least 90 days within the past year;
- related to the abuser by blood, marriage, or adoption;
- a parent, stepparent, child, or stepchild of the abuser, and has lived with the abuser for at least 90 days within the past year;

- a physically or mentally disabled adult; or
- a person who has a child in common with the abuser, regardless of whether you have ever been married to the abuser.

Note that both heterosexual and same-sex couples may use the Protective Order statute. A person may also seek protection for a minor child who is abused or threatened with abuse by a household member. For more information on domestic violence, please see the booklet ***Battered: What Can I Do?***, a publication of the Women's Law Center of Maryland.

Violation of Protective Orders may have criminal consequences and may result in serving time in jail.

Peace Orders

A new proceeding to protect victims of violence who are not eligible for relief under the ex parte and protective order process described above became law on October 1, 1999. The peace order process allows individuals such as cohabitating partners who have not yet resided with each other for ninety (90) days, dating partners, neighbors, or former friends of an abuser, to petition the court for emergency protection from abuse. The alleged abuse must have occurred within thirty (30) days of the date a peace order is filed.

In order to obtain a Peace Order, the petitioner must prove that the alleged abuser has committed one of nine specified acts and that the specified act is likely to occur again. Those acts include an act causing serious bodily harm, or that places the petitioner in fear of imminent serious bodily harm, assault, rape or sexual offense, false imprisonment, harassment, stalking, trespassing, and malicious destruction of property.

The District Court is the only court that has jurisdiction to grant Peace Orders. Any testimony given in this proceeding is given under oath. Peace orders may be granted for a period of not more than six (6) months. The relief granted as a result of a Peace Order includes Court imposed instructions to the petitioner to stop committing the abusive act and the abuser may be ordered to stay away from the victim's residence, school and place of employment. It is important to note that both heterosexual and same-sex couples may use the Peace Order statute. Any violation of a Peace Order may result in criminal sanctions including serving jail time.

An attorney is not required to file an ex parte petition or a protective order petition. However, an attorney may be helpful at the protective order hearing. In many jurisdictions, free attorneys may be available. In Baltimore City, Montgomery County, Prince Georges County, and Baltimore County (beginning early 2002), the Women's Law Center and the House of Ruth operate programs providing free attorney assistance and safety planning to survivors of domestic violence. These attorneys are available in the courthouses.

CHAPTER 10—HANDLING DISPUTES DURING A BREAKUP

Living Together Contracts

Unmarried cohabitants who have entered into a valid living-together contract have a legal foundation upon which to negotiate subsequent disputes such as division of property and reallocation of debt. Try to gain compliance with your agreement voluntarily, or think about using mediation.

Mediation is a non-adversarial process of helping people reach a voluntary agreement prior to litigation. Mediation can be used to resolve issues concerning child custody, property division or other family matters. In Maryland, the Circuit Courts have mediation programs to assist parties in resolving custody or visitation issues of a minor child. Private mediators may also be accessed to assist partners. Contact the Association for Conflict Resolution at (202) 667-9700 or visit its web site at www.acresolution.org to get a referral to a mediator. In addition, many communities have mediation centers.

If mediation does not work, the courts will enforce a valid contract. Remember that certain contracts or contract terms are unenforceable or have limited enforceability. For example, contract provisions related to children are reviewable by a court in accordance with the “best interest” standard. Also contracts related to a promise to marry are not enforceable. Finally, contracts made in consideration of sexual services are not enforceable.

If you do not have a living-together contract, you can still avail yourself of the court’s resources to settle some disputes. For example, if you and your partner purchase real property together, you can petition the court to partition the property or in lieu of partition, sell the property and divide the proceeds.

Replevin

If your previous cohabitant still has personal property that belongs to you, you can file a writ of replevin to regain possession of your property. This action must be filed in the District Court either in the county where your previous cohabitant lives or in the county where the property sought to be recovered is located. Be ready to describe the property you want back and place a value on it. It would also help if you have pictures of the property, receipts, or witnesses who can testify about who owns the property.

Leases

Finally, many disputes arise over apartment leases. Without a prior agreement, it often is not clear who will move out, who will be responsible for payment of rent through the term of the lease, and what will happen to the security deposit. From the landlord’s perspective, each person in the apartment is liable for the full amount of the rent and damage to the property. The landlord is under no obligation to return the security deposit until all of the occupants on the lease leave the apartment. If these issues are not worked out prior to moving in together, you will likely have to work these issues out at an emotional time without any leniency from the landlord.

CONCLUSION

Though there remains a need for substantive legal change to fully protect the rights of unmarried cohabitants, current law provides many ways for partners to protect their legal rights. Proper planning and careful documentation may safeguard many of the legal rights that affect the lives of unmarried cohabitants. Initially, unmarried cohabitants may conduct such planning by entering into a well-drafted living-together contract. As other complex issues such as shared property or custody of minors arise in the relationship, the unmarried partners may find some of the suggestions in this booklet helpful in protecting their rights.

Appendix 1

SAMPLE COHABITATION AGREEMENT

This Agreement is entered into on _____[Date], between _____[name] and _____[name]. The consideration for this Agreement is the mutual promises of the parties as stated in the Agreement.

RECITALS

1. The parties are living together and have been living together since _____[Date]. They intend to continue to live together and have no present intention to marry.
2. The parties by this Agreement intend to define their financial rights and responsibilities with respect to each other while they live together.
3. The parties intend that this Agreement shall supersede any and all legal rights which they might otherwise have with respect to each other under any applicable court decision or statute. The parties specifically waive all legal rights which they might otherwise have with respect to each other under those statutes and court decisions, except as expressly set forth in this Agreement.
4. The parties do not intend by this Agreement to create any rights or obligations that might otherwise arise under a "common law" or other marriage- like relationship, whether that kind of relationship is recognized under the laws of _____[state], the laws of any other state, or the laws of another country.
5. _____[Name] is presently employed as _____[occupation] with an annual salary of _____ Dollars (\$_____). S/he has an interest in a profit-sharing plan and a pension fund, all as more fully set forth in Schedule _____, which is attached and incorporated in this Agreement by reference.
6. _____[Name] is presently employed as _____[occupation] with an annual salary of _____ Dollars (\$_____). S/he has an interest in a profit-sharing plan and a pension fund, all as more fully set forth in Schedule _____, which is attached and incorporated in this Agreement by reference.
7. Each party has had the opportunity to review this Agreement with counsel of his or her own choice. _____[Name] has represented _____[name] and _____[name] has represented _____[name] during the negotiation, drafting, review, and execution of this Agreement.

CONFIRMATION OF SEPARATE PROPERTY, EARNINGS AND DEBTS

8. _____[Name] owns the real and personal property listed on Schedule

_____, which is attached to and incorporated in this Agreement by reference.

9. _____[Name] owns the real and personal property listed on Schedule _____, which is attached to and incorporated in this Agreement by reference.

10. The parties agree that all of the items listed on Schedules _____ and _____, together with any items inadvertently omitted, are and shall remain the separate property of the person who presently owns the property. Neither party acquires nor shall acquire any right, title, or interest in any of the property listed by the other party as his or her separate property. Neither party may acquire any interest in the property of the other that is set forth on Schedules _____ and _____ unless the party does so by an instrument in writing signed by both parties subsequent to the date of this Agreement. Each party specifically waives any right, title, or interest which he or she may have in such property. Each party agrees to assume, and pay and hold the other party harmless from, all debts, liabilities, or claims arising out of or in connection with his or her separate property as described in this Agreement.

11. The parties presently reside at _____[address], _____[city], _____ County, _____[state], in a home that was purchased by _____[name] on _____[Date]. The furniture and other furnishings of the home are also owned by _____[name], except those items of personal property that are owned by _____[name] and which are listed on Schedule _____ as _____[his or her] separate property. It is agreed and understood by the parties that except for _____[name]'s personal property which is set forth on Schedule _____, all furniture and furnishings and other personal property located in the home at _____[address], _____[city], _____ County, _____[state] are _____[name]'s separate property even though not all of those items have been individually listed on Schedule _____.

12. All real and personal property which either party has acquired since the time he or she began living together, or which may be acquired in the future, is and shall remain the separate property of the party who acquires the property. Each party agrees to assume, pay, and hold the other party harmless from, all debts, liabilities, or claims arising out of or in connection with the ownership or acquisition of separate property as described in this Paragraph.

13. All real and personal property described in this Agreement as separate property shall remain the separate property of the party who owns or acquires the property notwithstanding any separate contributions made by the other party for the acquisition of the property or otherwise.

14. Any real or personal property which either party has acquired or may acquire by gift, inheritance, or other means is and shall remain the separate property of the party acquiring the property.

15. If the parties jointly acquire, by joint use of their separate funds, any real or personal property, their interest in any such property will be in proportion to each party's financial

contribution to the acquisition of the property. Title to any such property shall be held by the parties as tenants in common in accordance with each party's proportionate interest.

16. The earnings, wages, and other compensation of each party received for personal services rendered by the party shall be and remain the separate property of the party performing such services.

17. Any investment or other income or monetary gain generated by the separate property of each of the parties shall remain the separate property of the party who owns the property.

18. Each party shall maintain his or her own savings and checking accounts. Should either party deposit earnings, income, or other accumulations into the savings or checking accounts of the other party, those earnings, income, or other accumulations shall become the separate property of the other party.

19. Any real or personal property acquired by the parties by joint purchase after the date of the execution of this Agreement shall be owned by them as tenants in common, each party holding an undivided one-half interest in the property. "Joint purchase" means the acquisition of real or personal property by equal or nearly equal monetary contributions of the parties. All purchases of real or personal property that are not joint purchases as defined in this Paragraph shall be the separate property and obligation of the party making the greater monetary contribution.

20. Notwithstanding any other provision of this Agreement, any real or personal property shall be the separate property of the party whose name appears on the deed, document of title, certificate of ownership, or other official document indicating ownership. If title on any such document indicates that the property is jointly owned by both parties, notwithstanding any other provision in this Agreement, the property shall be deemed to be jointly owned by the parties. Unless otherwise specified in the title document, any property that is jointly owned pursuant to this Paragraph shall be owned by the parties as tenants in common, each party holding an undivided one-half interest.

21. All debts and current obligations listed in Schedules _____ and _____, attached and incorporated in this Agreement by reference, are and shall remain the separate debts and obligations of the party therein indicated. Each party agrees to assume, pay, and hold the other party harmless from, all debts, obligations, or liabilities (and any claims arising out of or in connection with any such debts, obligations, or liabilities) listed on the respective Schedules _____ and _____. Except as provided in Paragraphs _____ through _____ of this Agreement, any debts, obligations, or liabilities incurred by the parties in the purchase of real or personal property, or otherwise, shall be the separate debts, obligations, or liabilities of the party responsible for or incurring same, and neither party shall be liable for the payment of the debts, obligations, or liabilities of the other party except as expressly agreed in this instrument or in a writing signed by both parties after the date of this Agreement.

22. Each party agrees to obtain and/or use his or her own credit cards. Neither party will make any credit purchases by using the credit or credit cards of the other party. Each party will

assume, and pay and hold the other party harmless from, all debts, obligations, or liabilities which he or she has incurred or which he or she might incur as a result of using his or her, or each other's, own credit card.

Payment of Living Expenses

23. Each party agrees to pay one half of the parties' joint living expenses. "Joint living expenses" includes, without limitation, the monthly living expenses of the parties, such as the monthly mortgage payments on the residence at _____ [address], the monthly electricity, gas, water, and telephone bills, and the monthly expenditures for food, liquor, and entertainment. Neither party will be entitled to reimbursement or compensation from the other party for the separate payment of any joint living expenses.

24. The parties shall establish a joint checking account in their names, as tenants in common, for the express purpose of paying the joint living expenses described in Paragraph 23. Each party agrees to deposit into the joint checking account the sum of _____ Dollars (\$_____) on or before _____ [Date], and the additional sum of _____ Dollars (\$_____) on the first day of each month thereafter.

25. It is understood and agreed that by paying one half of the joint living expenses of the parties _____ [name] does not acquire any interest in or right to ownership of the residence at _____ [address], _____ [city], _____ County, _____ [state].

26. All medical and dental expenses are and shall be the sole obligation of the person incurring the expense.

Waiver of Right to Support or Other Compensation

27. Each party waives the right to receive financial support or other assistance from the other party during the parties' cohabitation prior to or after execution of this Agreement, or on termination of the cohabitation of the parties, or at any time thereafter. In the event that there are any children conceived or born to the parties while they live together, the parties agree to provide reasonable child support for any such children, the amount of which shall be determined between them, or, if necessary, by a court of competent jurisdiction or other tribunal.

28. Each party waives any right to financial compensation for any companionship, homemaking, or other services which he or she has provided the other party since the parties began living together, or which a party may provide the other party at any future time.

Modification or Termination of Agreement

29. The parties agree that the terms of this Agreement may be modified only by a written agreement that makes express reference to this Agreement and which is entered into and

executed by the parties after the date of this Agreement.

30. This Agreement may be terminated by either party if either party vacates the premises occupied by the parties as their home for a period exceeding thirty (30) consecutive days. This Agreement may also be terminated by either party giving the other party 30 days' written notice to that effect. If the parties are living at _____ [address], _____ [city], _____ County, _____ [state] at the time of such notification, or at any other residence solely owned by _____ [name], _____ [name] shall be required to vacate the premises within 30 days following receipt of such notice. If the parties are living at any other residence not solely owned by _____ [name], _____ [name] shall be required to vacate the premises within 30 days following receipt of notice of termination of the Agreement by the other party.

31. This Agreement shall also be terminated by the marriage of the parties to each other, or their cohabitation with or marriage to any other party.

32. The parties agree that each may terminate this Agreement at any time with or without the consent of the other party.

33. Prior to the termination of this Agreement, all matters dealing with the property, earnings, and debts of the parties shall be governed by this Agreement. Following termination of this Agreement, the parties may agree to continue to abide by the terms of this Agreement concerning property, earnings, and debts, or may elect in a writing signed by both of the parties within ten (10) days following termination of the Agreement to have such property, earnings, and debts divided according to each party's interest in the property under the terms of this Agreement. In the event of such an election, any debts incurred at or subsequent to the termination of this Agreement shall be the sole and separate obligation of the party incurring the debt. If the parties elect to have property divided, the property shall be divided in kind where feasible and if to do so would not create an economic hardship for either party. In the event that the property cannot be divided in kind, it shall be divided by mutual agreement, assigning assets of equal or nearly equal value to each party, with an agreed cash payment to equalize the division. If there is no mutual agreement, the parties agree to be subject to binding arbitration to resolve the issue as to the division of the parties' property and debts, which arbitration shall be conducted according to the rules and procedures followed by the American Arbitration Association. If property is to be sold, the proceeds of the sale shall be divided equally between the parties after deduction for all costs of sale. Any division of property or debts under this Paragraph shall not take into account any income or other tax liability of either party resulting from the division, whether under federal, state, or foreign law.

Miscellaneous Provisions

34. Each party waives all rights to succeed to or inherit from the estate of the other except by a valid will duly executed by the other party subsequent to the date of this Agreement. Each party further waives the right to claim any family allowance, to prove a homestead, or to act as an administrator or executor of the estate of the other party, unless the party is duly and properly

nominated as an administrator or named as an executor in a will duly and properly executed by the other party subsequent to the date of this Agreement.

35. This Agreement contains the entire understanding of the parties relating to their rights and obligations, and is binding on the parties, their successors, assigns, heirs, executors, administrators, and personal representatives. Any prior oral or written agreements between the parties are merged into and superseded by this Agreement.

36. In the event of litigation to enforce any of the rights under this Agreement, each party will bear his or her own attorney fees and court costs.

37. The laws of _____[state] will govern the interpretation and effect of this Agreement.

38. This Agreement shall be executed in triplicate, any copy of which shall be deemed an original for all purposes.

Dated: _____

[Signatures of parties]

[Signatures of attorneys]

[Acknowledgment]

Appendix 2

Sample Health Care Decision Making Forms (Maryland)

Form I: Living Will (Optional Form)

If I am not able to make an informed decision regarding my health care, I direct my health providers to follow my instructions as set forth below. (Initial those statements you wish to be included in the document and cross through those statements that do not apply.)

If my death from a terminal condition is imminent and even if life-sustaining procedure are used there is no reasonable expectation of my recovery-

____ I direct that my life not be extended by life-sustaining procedures, including the administration of nutrition and hydration artificially.

____ I direct that my life not be extended by life-sustaining procedures, except that, if I am unable to take food by mouth, I wish to receive nutrition and hydration artificially.

____ I direct that, even in a terminal condition, I be given all available medical treatment in accordance with accepted health care standards.

If I am in a persistent vegetative state, that is if I am not conscious and am not aware of my environment nor able to interact with others, and there is no reasonable expectation of my recovery within a medically appropriate period-

____ I direct that my life not be extended by life-sustaining procedures, including the administration of nutrition and hydration artificially.

____ I direct that my life not be extended by life-sustaining procedures, except that if I am unable to take in food by mouth, I wish to receive nutrition and hydration artificially.

____ I direct that I be given all available medical treatment in accordance with accepted health care standards.

If I am pregnant my agent shall follow these specific instructions:

Upon my death, I wish to donate:

____ Any needed organs, tissues, or eyes.

____ Only the following organs, tissues, or eyes: _____

I authorize the use of my organs, tissues, and eyes:

- ____ For transplantation
- ____ For therapy
- ____ For research
- ____ For medical education
- ____ For any purpose authorized by law.

I understand that before any vital organ, tissue, or eyes may be removed for transplantation, I must be pronounced dead. After death, I direct that all support measures be continued to maintain the viability of my organs, tissues, or eyes until organ, tissue, or eye recovery has been completed.

I understand that my estate will not be charged for any costs associated with my decision to donate my organs, tissues, or eyes or the actual disposition of my organs, tissues, or eyes.

By signing below, I indicate that I am emotionally and mentally competent to make this living will and that I understand its purpose and effect.

_____ _____
(Date) (Signature of Declarant)

The declarant signed or acknowledged signing this living will in my presence and based upon my personal observation the declarant appears to be a competent individual.

_____ _____
(Witness) (Witness)

Form II. Advance Directive

Part A: Appointment of Health Care Agent (Optional Form)

(Cross through if you do not want to appoint a health care agent to make health care decisions for you. If you do want to appoint an agent, cross through any items in the form that you do not want to apply.)

I, _____, residing at _____ appoint the following individual as my agent to make health care decisions for me:

(Full Name, Address, and Telephone Number)

Optional: If the agent is unavailable or is unable or unwilling to act as my agent, then I appoint the following person to act in this capacity:

(Full Name, Address, and Telephone Number)

My agent has full power and authority to make health care decisions for me, including the power to:

_____ Request, receive, and review information, oral or written, regarding my physical or mental health, including, but not limited to, medical and hospital records, and consent to disclosure of this information;

_____ Employ and discharge my health care providers;

_____ Authorize my admission to or discharge from (including transfer to another facility) any hospital, hospice, nursing home, adult home, or other medical care facility; and

_____ Consent to the provision, withholding, or withdrawal of health care, including, in appropriate circumstances, life-sustaining procedures.

_____ The authority of my agent is subject to the following provisions and limitations:

My agent's authority becomes operative (initial the option that applies):

_____ When my attending physician and a second physician determine that I am incapable of making an informed decision regarding my health care; or

_____ When this document is signed.

My agent is to make health care decisions for me based on the health care instructions in this document and on my wishes as otherwise known to my agent. If my wishes are unknown or unclear, my agent is to make health care decisions for me in accordance with my best interest, to be determined by my agent after considering the benefits, burdens, and risks that might result from a given treatment or course of treatment, or from the withholding or withdrawal of a treatment or course of treatment.

My agent shall not be liable for the costs of care based solely on this authorization.

By signing below, I indicate that I am emotionally and mentally competent to make this appointment of a health care agent and that I understand its purpose and effect.

(Date)

(Signature of the Declarant)

(Witness)

(Witness)

Part B: Advance Medical Directive-Health Care Instructions (Optional Form)

(Cross through if you do not want to complete this portion of the form. If you do want to complete this portion of the form, initial those statements you want to be included in the document and cross through those statements that do not apply.)

If I am incapable of making an informed decision regarding my health care, I direct my health care providers to follow my instructions as set forth below. (Initial all those that apply.)

If death from a terminal condition is imminent and even if life-sustaining procedures are used there is no reasonable expectation of my recovery-

_____ I direct that my life not be extended by life-sustaining procedures, including the administration of nutrition and hydration artificially.

_____ I direct that my life not be extended by life-sustaining procedures, except that if I am unable to take food by mouth, I wish to receive nutrition and hydration artificially.

If I am in a persistent vegetative state, that is, if I am not conscious and am not aware of my

environment or able to interact with others, and there is no reasonable expectation of my recovery-

____ I direct that my life not be extended by life-sustaining procedures, including the administration of nutrition and hydration artificially.

____ I direct that my life not be extended by life-sustaining procedures, except that if I am unable to take food by mouth, I wish to receive nutrition and hydration artificially.

If I have an end-stage condition, that is a condition caused by injury, disease, or illness, as a result of which I have suffered severe and permanent deterioration indicated by incompetency and complete physical dependency and for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective-

____ I direct that my life not be extended by life-sustaining procedures, including the administration of nutrition and hydration artificially.

____ I direct that my life not be extended by life-sustaining procedures, except that if I am unable to take food by mouth, I wish to receive nutrition and hydration artificially.

____ I direct that no matter what my condition, medication not be given to me to relieve pain and suffering, if it would shorten my remaining life.

____ I direct that no matter what my condition, I be given all available medical treatment in accordance with accepted health care standards.

____ If I am pregnant, my decision concerning life-sustaining procedures shall be modified as follows: _____

____ Upon my death, I wish to donate:

____ Any needed organs, tissues, or eyes.

____ Only the following organs, tissues, or eyes: _____

I authorize the use of my organs, tissues, and eyes:

____ For transplantation

____ For therapy

____ For research

____ For medical education

____ For any purpose authorized by law.

I direct (in the following space, indicate any other instructions regarding receipt or non-receipt of any health care) _____

By signing below, I indicate that I am emotionally and mentally competent to make this advance directive and that I understand the purpose and effect of this document.

(Date)

(Signature of Declarant)

(Witness)

(Witness)

THE WOMEN'S LAW CENTER OF MARYLAND, INC.

The Women's Law Center of Maryland, Inc. is a non-profit corporation comprised of lawyers, judges, law students, social service professionals and other concerned persons who seek to promote the equality of women in the letter, spirit, and practice of the law. Through litigation, education, legislation and judicial selection, the Women's Law Center aims to eliminate legal, economic, social and political discrimination against women.

The Bruce A. Kaufman Center for Family Law, a project of The Women's Law Center of Maryland, advocates for improvements in family law through litigation, legislative advocacy, and system reform and provides innovative legal services to families.

Family Law Hotline

1 (800) 845-8550

Staffed by family law attorneys on behalf of the Women's Law Center and the Legal Aid Bureau, this statewide hotline provides legal information to callers with family law problems Monday thru Friday from 9:30am to 4:30pm.

Legal Forms Helpline

1 (800) 818-9888

This statewide hotline assists callers who are handling their cases without a lawyer and provides assistance in completing legal forms on Tuesday and Friday from 9:00-12:30pm, on Wednesday from 9:00am-12:30pm and 4:00pm-7:00pm, and on Thursday from 9:00am-4pm.

In addition to *The Legal Rights of Unmarried Cohabitants in Maryland*, the Women's Law Center has published *Legal Rights in Marriage and Divorce in Maryland*, *Sex Discrimination in Employment*, *Battered: What Can I Do?- A Manual For Survival*, and *Resuming Your Birth-Given Name During Marriage or After Divorce*.

For further information, contact the Women's Law Center at:

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