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SENATE BILL 144

49TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2009

INTRODUCED BY

William E. Sharer

AN ACT

RELATING TO CONTRACTS; ENACTING THE CONTRACTUAL COMMON
HOUSEHOLD ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

Section 1. SHORT TITLE.--This act may be cited as the
"Contractual Common Household Act".

Section 2. DEFINITIONS.--As used in the Contractual
Common Household Act:

A. "common household member" means an adult who
enters into a contractual common household with another;

B. "contractual common household" means the
exclusive legal union of two adults to maximize domestic
benefits and commit to shared domestic responsibilities; and

C. "filing of a contractual common household" means
the day and hour at which a county clerk receives a contractual

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1 common household form and a fee of twenty-five dollars
2 (\$25.00).

3 Section 3. PRESUMPTIONS.--Common household members are
4 presumed to:

5 A. be competent to enter a contract to receive
6 benefits that are available to each other separately,
7 including:

8 (1) inheritance;

9 (2) health, retirement, retiree member
10 contribution, pension and survivor benefits;

11 (3) property subject to Section 5 of the
12 Contractual Common Household Act; and

13 (4) the privilege not to testify against each
14 other;

15 B. be competent to act as surrogates for each other
16 for the purpose of medical decision-making and to make, revoke
17 or object to an anatomical gift of a decedent ally;

18 C. purchase property jointly;

19 D. assume for a child born or adopted by one or
20 both common household members all the duties of parentage; and

21 E. be subject to statutory nepotism restrictions.

22 Section 4. ISSUES RELATED TO CHILDREN AND PARENTING.--The
23 Contractual Common Household Act does not affect existing child
24 custody, visitation or parenting agreements or legitimize a
25 child born into or adopted into a contractual common household

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1 or legitimize an incestuous sexual relationship between blood
2 relations, including between a grandparent and grandchild,
3 parent and child, aunt or uncle and nephew or niece and sibling
4 or half-sibling and another sibling or half-sibling. A
5 contractual common household involving an incestuous sexual
6 relationship is prohibited and shall be declared void.

7 Section 5. DISPOSITION OF PROPERTY IN A CONTRACTUAL
8 COMMON HOUSEHOLD.--Property in a contractual common household
9 shall be classed as follows:

10 A. "separate property" is that property:

11 (1) acquired before filing the contractual
12 common household or after dissolving the contractual common
13 household;

14 (2) designated as separate property by a
15 judgment or decree of any court having jurisdiction; or

16 (3) received by either common household member
17 by gift, bequest, devise or descent; and

18 B. "joint property" is that property acquired
19 during the contractual common household, including property
20 acquired by an instrument in writing signed by either common
21 household member, unless such property is separate property
22 within the meaning of Subsection A of this section.

23 Section 6. DEBT.--The debt of a contractual common
24 household is:

25 A. "separate debt" if:

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1 (1) contracted for or incurred by a common
2 household member before filing of a contractual common
3 household or after entry of a decree of dissolution of a
4 contractual common household;

5 (2) designated as a separate debt by a common
6 household member to a creditor at the time of contracting for
7 the debt;

8 (3) incurred pursuant to a tort committed by a
9 common household member prior to filing the contractual common
10 household or after entry of a decree of dissolution of the
11 contractual common household; or

12 (4) a result of legal gambling; and

13 B. "joint debt" if contracted for or incurred by
14 either or both common household members during a contractual
15 common household and not classified as a separate debt pursuant
16 to Subsection A of this section.

17 Section 7. EXCLUSIVITY.--A person shall enter no more
18 than one contractual common household at a time. A common
19 household member shall dissolve one contractual common
20 household before filing another. A married person shall not
21 file a contractual common household until divorced or widowed.

22 Section 8. JURISDICTION.--The district court has
23 jurisdiction over proceedings relating to the dissolution of a
24 contractual common household or legal separation of common
25 household members. The district court shall apply the relevant

1 contract provisions for dissolution of a contractual common
2 household.

3 Section 9. CONTRACTUAL COMMON HOUSEHOLD FORMS.--

4 A. Forms used for filing a contractual common
5 household shall be substantially as provided in this section.
6 All such forms shall be provided free of cost by the county.

7 B. The application for contractual common household
8 shall be substantially as follows:

9 "APPLICATION FOR CONTRACTUAL COMMON HOUSEHOLD

10 1. The parties identified below hereby apply for recognition
11 as a contractual common household.

12	Party 1	Party 2
13	_____	_____
14	(Name)	(Name)
15	_____	_____
16	(Address)	(Address)
17	_____	_____
18	(City, State, Zip)	(City, State, Zip)
19	_____	_____
20	(Current county of residence)	(Current county of residence)

21 2. Other registrations.
22 Check if you have previously registered a contractual
23 common household: _____ Check if you have previously
24 registered a contractual common household: _____
25 Check if you have previously registered a contractual common household: _____

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1	been married: _____	been married: _____
2	Date of dissolution	Date of dissolution
3	of marriage or	of marriage or
4	contractual common	contractual common
5	household: _____	household: _____
6	County and state of	County and state of
7	registration or	registration or
8	marriage: _____	marriage: _____
9	3. I ___do/___do not have a	I ___do/___do not have a
10	separate agreement that	separate agreement that
11	affects the registration of	affects the registration of
12	this contractual common	this contractual common
13	household:	household:
14	___ Previous settlement	___ Previous settlement
15	agreement	agreement
16	___ Power of attorney	___ Power of attorney
17	___ Will	___ Will
18	___ Beneficiary form	___ Beneficiary form
19	___ Other (please specify):	___ Other (please specify):
20	_____	_____".

21 C. The contractual common household agreement shall
 22 be substantially as follows:

23 "CONTRACTUAL COMMON HOUSEHOLD AGREEMENT

24 STATEMENTS RECEIVED AND FILED IN COUNTY CLERK'S

25 OFFICE AT _____ O'CLOCK _____ . M. ON _____, 20__.

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1 COUNTY CLERK, _____ COUNTY

2 By _____, Deputy

3 To the county clerk:

4 We the undersigned hereby agree that:

5 each of us has reached the age of majority;

6 each of us is competent to consent to enter this
7 contractual common household;

8 neither of us is in another contractual common
9 household or marriage that has not been dissolved or
10 terminated;

11 each of us enters this contractual common household
12 voluntarily and without coercion; and

13 the information contained in this affidavit is
14 correct and true.

15 Applicant 1: _____ Applicant 2: _____

16 (printed name) (printed name)

17 Date of birth: _____ Date of birth: _____

18 Place of birth: _____ Place of birth: _____

19 Present address: _____ Present address: _____

20 _____

21 _____

22 _____

23 Signature: _____ Signature: _____".

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