

Shared Driveway Agreement

This **Shared Driveway Agreement** ("**Agreement**") is made and entered into as of ("**Effective Date**"), by and between the parties below:

Owner 1

Owner 2

Owner 1 and Owner 2 may be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. Purpose

The purpose of this Agreement is to establish the terms and conditions governing the shared use, maintenance, and responsibilities relating to the driveway located at _____ ("**Driveway**"), which serves the properties owned by the Parties.

2. Description of Driveway

The Driveway subject to this Agreement:

Is located at:

Serves the following properties:

Property of Owner 1:

Property of Owner 2:

The Driveway may include access lanes, turning areas, and any related structures necessary for ingress and egress.

3. Shared Use Rights

Each Party is granted a non-exclusive right to use the Driveway for reasonable access to and from their respective property.

Use of the Driveway includes:

- Vehicular and pedestrian access
- Access for guests, tenants, invitees, and service providers

Neither Party shall obstruct or interfere with the other Party's lawful use of the Driveway.

4. Maintenance and Repairs

The Parties agree to share responsibility for maintaining the Driveway in a safe and usable condition.

Maintenance responsibilities include:

- Routine upkeep such as cleaning, snow removal, and debris clearing
- Minor repairs such as patching and leveling

Unless otherwise agreed in writing:

- Maintenance costs shall be shared equally between the Parties

For significant repairs or improvements:

- The Parties must mutually agree in advance
- Costs shall be allocated as agreed in writing prior to commencement

In the event of an urgent repair necessary to prevent damage or ensure safety, a Party may proceed without prior consent, provided that the other Party is notified as soon as reasonably possible.

5. Alterations and Improvements

No Party shall make material alterations, expansions, or structural changes to the Driveway without the prior written consent of the other Party.

Approved improvements must:

- Not unreasonably interfere with shared use
- Be completed in a workmanlike manner
- Comply with applicable regulations and standards

6. Use Restrictions

The Driveway shall not be used in a manner that:

- Blocks or restricts access for the other Party
- Causes damage beyond normal wear and tear
- Creates safety hazards or nuisance conditions

Parking on the Driveway is _____, except for temporary loading and unloading unless otherwise agreed.

7. Damage and Liability

Each Party is responsible for any damage caused by their use of the Driveway, including damage caused by:

- The Party
- Their guests, tenants, contractors, or invitees

The responsible Party shall promptly repair such damage or reimburse the other Party for reasonable repair costs.

8. Insurance

Each Party is responsible for maintaining appropriate insurance coverage for their property and activities.

Nothing in this Agreement requires either Party to provide insurance for the benefit of the other, unless otherwise agreed in writing.

9. Term and Duration

This Agreement shall commence on the Effective Date and shall continue indefinitely unless terminated in accordance with the Termination clause.

This Agreement is intended to run with the land and bind future owners of the respective properties, to the extent permitted by law.

10. Termination

This Agreement may be terminated:

- By mutual written agreement of the Parties; or
- If the Driveway is permanently removed or no longer serves a shared access function

Termination shall not affect any outstanding obligations, including unpaid maintenance costs or damage repair responsibilities.

11. Transfer of Property

If either Party sells or transfers ownership of their property:

- The transferring Party shall notify the new owner of this Agreement
- The new owner shall assume the rights and obligations under this Agreement

12. Dispute Resolution

In the event of a disagreement relating to this Agreement:

- The Parties shall first attempt to resolve the matter through good faith discussion
- If unresolved, the Parties may agree to mediation before pursuing legal remedies

13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

14. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the shared use of the Driveway and supersedes any prior agreements or understandings, whether written or oral.

15. Amendments

Any amendment to this Agreement must be made in writing and signed by both Parties.

16. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. Notices

Any notice under this Agreement shall be made in writing and delivered to the addresses of the Parties stated above, or to such other address as a Party may designate in writing.

18. Signatures

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

Owner 1

Name

Date

Signature

Owner 2

Name

Date

Signature



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