The Senate Judiciary Committee reports favorably and with committee amendments Senate Bill No. 2091.

This bill is intended to overturn recent "palimony" decisions by New Jersey courts by requiring that any such contract must be in writing and signed by the person making the promise. More specifically, the bill provides that a promise by one party to a non-marital personal relationship to provide support for the other party, either during the course of such relationship or after its termination, is not binding unless it is in writing and signed.

In two recent cases, Devaney v. L’Esperance, 195 N.J. 247 (2008) and In re Estate of Roccamonte, 174 N.J. 381 (2002), the New Jersey Supreme Court upheld palimony agreements between two unmarried cohabitants. In the Devaney case the court held that “cohabitation is not an essential requirement for a cause of action for palimony, but a marital-type relationship is required.” In the Roccamonte case, the court held that an implied promise of support for life is enforceable against the promisor’s (cohabitant’s) estate. Those decisions are consistent with the court’s prior decision in Kozlowski v. Kozlowski, 80 N.J. 378 (1979), which had held that a promise of lifetime support by one cohabitant to another in a marital-like relationship would be enforced, if one of the partners was induced to cohabit by the promise. The court held that the right to such support is found in contract principles and that the contract may be either express or implied.

As introduced, the bill refers to a promise “to provide support” for the other party. The committee amendments broaden this provision to refer not only to a promise to provide support, but to also refer to a promise to provide other consideration.

The committee amendments also require that any such written promise will not be enforceable unless it was made with the independent advice of counsel for both parties.