

ROOMMATE AGREEMENT

LET IT BE KNOWN, this Agreement, made this _____ day of _____ 20 __, is made by and between _____, _____, _____, and _____ . We acknowledge that we are entering this Agreement to identify the rights and responsibilities of each roommate during the course of the lease agreement; and to ensure that those rights and responsibilities will be understood and shared by all roommates; and

WHEREAS, the parties hereto have covenanted to live together in a respectful and understanding manner with one another; to be respectful and honor each individual's privacy and personal property; to maintain open, honest, and considerate communication; and to strive to live at peace with one another and deal with differences in a constructive manner, showing deference and honor to one another.

WHEREAS, the parties hereto have agreed to lease a residence located at _____ , from _____ , Lessor, for a term lasting from _____ , 20 __ , to _____ 20 __ , at a total monthly rental of \$ _____. (A copy of said lease is attached hereto.) Therefore, this agreement runs concurrently with the said lease agreement.

WHEREAS, each roommate is individually responsible for his/her portion of the rent and shall pay the following amount:

- | | |
|------------------|------------------|
| 1. Tenant: _____ | Amount: \$ _____ |
| 2. Tenant: _____ | Amount: \$ _____ |
| 3. Tenant: _____ | Amount: \$ _____ |
| 4. Tenant: _____ | Amount: \$ _____ |

Because we bear joint and several liability for the rent, any roommate who does not pay his/her portion of the rent shall be individually and personally liable to the roommate(s) for any and all rent, for which he/she/they take responsibility.

WHEREAS, a security or damage deposit totaling \$ _____ was paid to _____ owner/manager of the premises. Individually, we each paid a portion of the security deposit as follows:

- | | |
|------------------|------------------|
| 1. Tenant: _____ | Amount: \$ _____ |
| 2. Tenant: _____ | Amount: \$ _____ |
| 3. Tenant: _____ | Amount: \$ _____ |
| 4. Tenant: _____ | Amount: \$ _____ |

Each roommate will receive his/her share for the security deposit if and when the landlord returns it after the lease term ends. Any deduction(s) from the deposit by the landlord shall be withheld from all the roommates equally regardless of amount deposited, unless a deduction is attributable to a particular roommate(s), in which case that roommate(s) shall bear the full cost of that deduction; and reimburse other roommates if the cost for the deduction exceeds his/her deposit contribution.

IT IS THEREFORE AGREED:

1. **Lease and Rules.** Each co-tenant agrees to abide by the terms of any lease or agreement entered into with the landlord, and by all rules, and conditions set out in the lease or in any other document and the local laws and ordinances where the dwelling is located. (Attached is a copy of any rules, regulations, and conditions provided by the landlord.)

2. **Personal Property.** All tenants agree to not use or borrow other roommates' personal item(s) without the approval of the roommate who owns the property. Any exception(s) to this rule will be clearly stated and agreed upon, and the roommate who owns the property retains the right to change his/her mind about sharing his/her property. Any personal property that is borrowed will be used respectfully and returned in the same condition. If any damage is done to a roommate's personal property, the roommate(s) responsible for causing the damage will compensate the roommate who owns the personal property for his/her loss.

3. **Expenses:** Each co-tenant agrees to pay one-_____ (1/_____) (fill in the number of cotenants) of the following expenses in relation to renting the dwelling: check off all that apply:
 - a. ___ food;
 - b. ___ household supplies;
 - c. ___ common furniture;
 - d. ___ small appliances;
 - e. ___ general maintenance and upkeep;
 - f. ___ repairs and improvements;
 - g. ___ damage for which no single co-tenant can be blamed;
 - h. ___ other: _____

4. **Utilities.** The following services have been arranged and paid for as follows:

| Utility | Name on Acct. | Amount of Dep. | Dep. Paid By | How Shared | Roommates Responsible |
|-------------|---------------|----------------|--------------|------------|-----------------------|
| Gas | | | | | |
| Water | | | | | |
| Electricity | | | | | |
| Garbage | | | | | |
| Cable TV | | | | | |

| | | | | | |
|----------|--|--|--|--|--|
| Internet | | | | | |
| Phone | | | | | |
| Other | | | | | |

5. **Cleaning.** Each roommate agrees to share the responsibilities of cleaning and maintaining the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors, cleaning bathrooms, and other duties.
- a. ___ Each roommate agrees to the attached cleaning schedule (*attach cleaning schedule*). The schedule indicates when each roommate will complete his/her assigned cleaning and maintenance duties.
 - b. ___ All roommates will work together at a designated time to clean/maintain the residence.
6. **Addition Agreement Terms:** (*The following items have been known to occasionally cause conflict between roommates. If any of the following might become an issue, present a problem, write out any needed additional agreements and attach.*)
- a. ___ Smoking/alcohol/drugs
 - b. ___ Parking
 - c. ___ Overnight guests
 - d. ___ Cleanup after parties/guests
 - e. ___ Sound system use
 - f. ___ Behavior of guests
 - g. ___ Phone messages
 - h. ___ Keys
 - i. ___ Shared areas (bathrooms)
 - j. ___ Quiet hours for studying/sleeping
7. **Rental/Subleasing/Assignment of Residence.** If allowed by the lease or landlord, the roommates may agree together to rent, sublease, or assign use or partial use of the residence to renters, subleases, or assignees. A copy of this agreement, outlining the rights, responsibilities, house rules, and profit sharing, shall be attached to this agreement.
8. **Terminating Tenancy.** Each co-tenant agrees to remain a resident of the premises during the full term of the tenancy with the landlord, and to continue to pay his/her share of all of the payments under this agreement unless either of the following conditions occur:
- a. The co-tenant (hereinafter "the old tenant"), at his/her own expense, locates another tenant (hereinafter "the new tenant") to take over the old tenant's share. The new tenant will not be permitted, unless the new tenant is acceptable to all the other cotenants. As such, the cotenants agree that they will not be unreasonable in refusing to consent to a new tenant. Furthermore, the new tenant must sign all copies of this agreement he/she is asked to and be bound by the terms of this agreement;
 - b. The other co-tenants agree in writing to release the old tenant from this agreement.

This Agreement represents the complete and final understanding of the roommates' intent. All preliminary discussions and negotiations by the roommates are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all roommates.

THEREFORE, we, the undersigned, agree to the above terms.

ROOMMATE SIGNATURES:

{Name}

{Date}

{Name}

{Date}

{Name}

{Date}

{Name}

{Date}