

ROOMMATE AGREEMENT

Why is a roommate agreement important?

A lease generally defines only the *legal* relationship between the tenants as a whole and their landlord, not the relationship between the *individual tenants*. For example, your lease might require only that a certain total amount of rent be paid – not how rent is to be divided between you and your roommates. Therefore, it is important to mutually agree on terms of tenancy with *each other*. Your lease will not govern your behavior towards each other, however, having a signed ROOMMATE CONTRACT will assist you in navigating how to successfully live with one another.

- What if someone wants to have an overnight guest?
- What if a roommate leaves suddenly, without paying their rent and utilities?
- What if damages occur?

A roommate agreement can assist you in forestalling many problems. It can also guide you if a disagreement occurs. Keep in mind that a roommate agreement isn't binding on your landlord. It only governs the relationship between roommates.

SAMPLE ROOMMATE AGREEMENT

The sample below is meant to provide you with guidelines as you and your roommates draft and sign an agreement. You should tailor the agreement to suit your needs and add specific provision to govern any situations that you want to be addressed. If you choose to use this sample, mark through items that do not apply. All mark outs and changes should be initialed by all of the roommates. Note that this sample does not cover the situation where each roommate has an individual lease. In such a case, be sure to modify the agreement appropriately.

Curly brackets {} indicate optional or alternative items. Select only one of the options and remove (or mark out) the other option. Words in *italics> are instructions and should be removed (or marked out).*

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to define the rights and obligations between the Roommates named in the Agreement.

INCORPORATION OF THE LEASE or RENTAL AGREEMENT

All Roommates shall comply with the Lease/Rental Agreement. Any breach of the Lease/Rental Agreement is also a breach of this Roommate Agreement. Where there is a conflict between this Agreement and the Lease/Rental Agreement, the terms of the Lease/Rental Agreement shall have precedence.

[SAMPLE]

ROOMMATE CONTRACT

This agreement is made by and among the roommates named herein who have signed a lease for a shared dwelling unit that makes the roommates jointly and individually liable for all terms of the contract.

Address of Rental/Lease Property _____
Term of Lease _____ **to** _____
Name of Property Owner/Manager _____
Name of Dwelling Manager/Rent Payor _____

This Roommate Agreement is a legal and binding contract between the following roommates: *(Make copies of filled in agreement as you add roommates, so that it is current for all roommates. Provide a copy to each roommate.)*

1. Name _____ Date of Birth _____
Permanent Address _____
Permanent Phone _____ Cell _____
License Plate # _____
Person to Contact in Emergency _____ ph# _____
Move in Date _____; Move out date _____

2. Name _____ Date of Birth _____
Permanent Address _____
Permanent Phone _____ Cell _____
License Plate # _____
Person to Contact in Emergency _____ ph# _____
Move in Date _____; Move out date _____

3. Name _____ Date of Birth _____
Permanent Address _____
Permanent Phone _____ Cell _____
License Plate # _____
Person to Contact in Emergency _____ ph# _____
Move in Date _____; Move out date _____

4. Name _____ Date of Birth _____
Permanent Address _____
Permanent Phone _____ Cell _____
License Plate # _____
Person to Contact in Emergency _____ ph# _____
Move in Date _____; Move out date _____

5. Name _____ Date of Birth _____
Permanent Address _____
Permanent Phone _____ Cell _____
License Plate # _____
Person to Contact in Emergency _____ ph# _____
Move in Date _____; Move out date _____



6. Name _____
 Permanent Address _____
 Permanent Phone _____ Cell _____
 License Plate # _____
 Person to Contact in Emergency _____ ph# _____
 Move in Date _____; Move out date _____

7. Name _____ Date of Birth _____
 Permanent Address _____
 Permanent Phone _____ Cell _____
 License Plate # _____
 Person to Contact in Emergency _____ ph# _____
 Move in Date _____; Move out date _____

8. Name _____ Date of Birth _____
 Permanent Address _____
 Permanent Phone _____ Cell _____
 License Plate # _____
 Person to Contact in Emergency _____ ph# _____
 Move in Date _____; Move out date _____

Name of Renter	Rent /Month	Security Deposit	Room to be occupied
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	

Note all changes to rent and location of roommates. Any roommate who does not pay any or all of the amount of rent listed above shall be liable to the landlord or to any roommates who pay any amount due for the defaulting roommate.

SECURITY DEPOSIT

A security deposit has been paid by each roommate in the amount listed above. The roommates will divide the refund of the security deposit according to the amount each tenant originally paid as listed in this agreement. When a specific roommate is clearly responsible for fees and damages to the premises – including late fees, repairs and cleaning costs- that roommate will pay full fees and damages. The roommates agree to share equally in the cost of all other fees and damages charged.

I understand and agree _____
Signed Date

The SECURITY DEPOSIT for the dwelling is \$ _____. A Security Deposit has been paid to Landlord in the amount of \$ _____ on _____. My share amounts to \$ _____. I understand that this amount will be returned to me less the amount deducted by the manager for unpaid rent and/or damages. I accept responsibility for damages, which I, my pet, or a friend of mine, causes. I will reimburse my roommate(s) for the part of their security deposit withheld for those damages.

RENT

Agreed Upon Dwelling Manager/RENT PAYOR (“RP”): _____
I agree to this responsibility _____
Signed Date

The total rent, according to the terms or our lease agreement, for the dwelling is \$ _____/ mo. I agree to pay 1/_____ of the monthly rent. This amounts to \$ _____. The total amount my roommate(s) and I are liable for over the period of the lease is \$ _____, of which my share is \$ _____. I understand that we, as a group, and I, as an individual, am responsible to the RP for the total rent for the term of the agreement.

Each Roommate is liable for any damages resulting from a failure to pay rent or failure to provide proof of payment and shall indemnify the other Roommates for any damages they sustain due to his breach of this Agreement. Damages include, but are not limited to, late fees, interest, the landlord’s attorney fees, and court costs. If the Roommates are evicted, damages also include the moving expenses of the non-breaching Roommates and their costs of a new tenancy, including rent for the remainder of the lease period.

Even if a Roommate vacated the premises, he/she shall continue to pay his/her full rent until the lease expires or he/she is released in writing by all of the other Roommates.

{Option A: *If the Lease/Rental Agreement requires payment of rent by a single check or money order for the entire unit, use this option}*

_____ shall collect the rent from the other Roommates and make a single payment to the landlord pursuant to the terms of the lease. This Roommate is hereinafter referred to as the "Rent Payer" or "RP".

Each roommate shall deliver to the RP full payment of his/her share of the rent by personal check, certified check, cashier's check, money order, or cash at least _____ days before the rent is due [Note date each month rent is due _____]. The RP shall provide a receipt to any Roommate that requests one. Upon any Roommate's second late payment of rent resulting in damages(i.e. late charges), his/her rent shall be accelerated and he/she shall immediately (maximum 15 days) pay the full amount of rent for the remainder of the lease term.

The RP shall pay in a manner that will provide him/her with proof of payment such as a receipt, a cancelled personal check, a debit on a bank account statement, or a credit card payment. To be valid, the proof of payment shall indicate the name of the payee, the amount paid, and the date the payment was deposited or debited. The RP shall save these receipts until one of the following events occurs: (1) the landlord returns the security deposit without deduction or claim for any rent owed, (2) a settlement regarding unpaid rent is made between the landlord and all of the Roommates, or (3) a claim for unpaid rent is resolved in court. The RP shall provide proof of payment to any Roommate upon request.

If, due to any fault of the RP, rent is not paid on time or receipts are not provided as requested, the other Roommates may elect to designate another person to be the RP. In such an event, the other Roommates shall provide the out-going RP written notice of his/her removal and the name of his/her replacement.

OR

{Option B: *If the Lease/Rental Agreement allows each Roommate to pay his rent separately, use this option.}*

Each roommate shall pay his/her rent on time and shall pay in a manner that will provide him/her with proof of payment such as a receipt, a cancelled personal check, a debit on a bank account statement, or a credit card statement. To be valid, the proof of payment shall indicate the name of the payee, the amount paid, and the date the payment was deposited or debited. Each Roommate shall save these receipts until one of the following events occurs: (1) the landlord returns the security deposit without deduction or claim for any rent owed, (2) a settlement regarding unpaid rent is made between the landlord and all of the Roommates, or (3) a claim for unpaid rent is resolved in court. If the landlord claims that rent is late, Roommates shall provide proof of payment to any other Roommate upon request.



UTILITIES

Phone:

Utility Payor: _____

Service Provider: _____

Service start date: _____

Contact # _____

The bill will be divided (*strike one*) evenly/as follows:

Local (divided evenly? Does each roommate need local phone capability?) _____

Long-Distance (amount to be determined by who made the calls) _____

Late charges will by paid by _____

Cable:

Utility Payor: _____

Provider: _____

Service start date: _____

Contact # _____

Late charges will by paid by _____

The bill will be divided (*strike one*) evenly/as follows (for example, because one roommate does not watch TV) _____

Late charges will be paid by _____

Internet:

Utility Payor: _____

Provider: _____

Service start date: _____

Contact # _____

The bill will be divided (*strike one*) evenly/as follows (for example, because one roommate does not need internet access at home) _____

Late charges will be paid by _____

Electric:

Utility Payor: _____

Provider: _____

Service start date: _____

Contact # _____

The bill will be divided (*strike one*) evenly/as follows (for example, because one roommate has an air conditioner or personal refrigerator) _____

Late charges will be paid by _____



Gas:

Utility Payor: _____
Provider: _____
Service start date: _____
Contact # _____
The bill will be divided (*strike one*) evenly/as follows _____
Late charges will be paid by _____

Trash:

Utility Payor: _____
Provider: _____
Service start date: _____
Contact # _____
The bill will be divided (*strike one*) evenly/as follows _____
Late charges will be paid by _____

Sewer/Water:

Utility Payor: _____
Provider: _____
Service start date: _____
Contact # _____
The bill will be divided (*strike one*) evenly/as follows _____
Late charges will be paid by _____

Lawn Care:

Payor: _____
Service Provider: _____
Service start date: _____
Financial commitment (how many times/month?) _____
Contact # _____
The bill will be divided (*strike one*) evenly/as follows _____
Late charges will be paid by _____

Other:

I agree to pay as follows for any additional utilities:

I agree to pay 1/____ of the deposits and/or hook-up charges for all utilities.

I agree to pay 1/____ of the monthly utility bills, which are:_____

The PAYOR shall provide access to the bills upon request of any Roommate. Roommates who have not been provided with access to the bills upon *reasonable request* shall not be responsible for any damages due to late payment or their share of this utility. Damages resulting from late payments shall be the responsibility of the PAYOR, in this case.

The PAYOR shall pay in a manner that will provide him/her with proof of payment such as a receipt, a cancelled personal check, a debit on a bank account statement, or a credit card statement. The proof of payment must indicate the name of the payee, the amount paid and the date the payment was deposited or debited. The PAYOR shall provide proof of payment to any Roommate upon request. Damages resulting from failure to collect and save proof of payment shall be the full responsibility of the PAYOR.

If, due to any fault of the PAYOR, a utility bill is not paid on time or receipts are not provided as requested, the other Roommates may elect to designate another to be the PAYOR. In such an event, the other Roommates shall provide the out-going PAYOR written notice of his/her removal and the name of his/her replacement.

Each Roommate is liable for any damages resulting from a failure to pay utilities or failure to provide proof of payment and shall compensate the other Roommates for any damages they sustain due to his/her breach of this Agreement. Damages include, but aren't limited to, late fees, interest, reconnection fees, damages caused to persons or property from lack of heat or air conditioning, and diminishment of the value of the premises for the time period in which the utility was not available.

If the vacating Roommate is a designated PAYOR, the remaining Roommates shall elect a new PAYOR and notify the outgoing PAYOR in writing.

BOUNCED CHECKS

If a Roommate pays by regular check and the check is drawn on insufficient funds (i.e. it "bounces"), that Roommate shall be responsible for all damages that result from this bounced check including, but not limited to, late fees and returned-check fees.

PROPERTY DAMAGES

If the Landlord requires submittal of a move-in inspection report, the first Roommate to move in shall complete and submit the report as required by the Landlord and shall provide copies of the submitted report to other Roommates.

If the Landlord doesn't require submittal of a move-in inspection report, the first

Roommate to move in shall draft a letter to the Landlord (or its agent) listing all pre-existing damages. As each Roommate moves in, he shall inform the first Roommate of any damages that need to be listed within three (3) days of moving in. The first Roommate shall incorporate these additions into his/her letter, have each Roommate sign the letter, and submit the letter, within five (5) days of the last Roommate's move-in, to the Landlord by certified mail or hand delivery, in which case a hand receipt must be obtained. He shall also provide copies of the letter to the other Roommates.

Each Roommate shall pay for all damages he/she or his/her guests cause to the premises or to the personal property of any Roommate or guest. Damages that cannot be traced to any particular party with reasonable certainty, shall be paid equally by all Roommates. In the event of a dispute regarding responsibility for damages, the Roommates shall first try to negotiate the matter in good faith and then seek the help of a mediator or other neutral party mutually chosen by all Roommates before taking the matter to court.

CLEANING

All Roommates shall follow reasonable standards of cleanliness in maintaining the private and common areas of the premises. Roommates shall promptly address any concerns about cleanliness with each other in a polite and professional manner. Repeated requests to address any particular situation should be made in writing to the offending Roommate, and that Roommate shall sign for receipt of the written notice of these concerns.

If any Roommate's private room is kept in a fashion that attracts vermin (cockroaches, rats, ants, etc.), the other Roommates may elect to provide the offending Roommate with written notice requiring him/her to remedy the condition within three (3) days of his/her receipt of the notice. If, despite being given proper notice, the offending Roommate fails to fix the condition in the required time, s/he shall be in breach of this contract. In such a case, the other Roommates may hire exterminators and cleaning service providers to correct the problem and require the offender to pay the bill for any services rendered.

The Roommates shall abide by the following cleaning schedules and standards:

KITCHEN

- DISHES _____
- DISHWASHER _____
- SINK _____
- REFRIGERATOR _____
- RANGE/OVEN _____



KITCHEN CONTINUED:

- MICROWAVE_____
- FLOORS_____
- COUNTERTOPS/SURFACES_____
- CABINETS_____

BATHROOM

- SINK_____
- TOILET_____
- FLOOR_____
- TUB/SHOWER_____

TRASH REMOVAL

- SCHEDULE_____
- ROTATION OF RESPONSIBILITY_____
- _____

LIVING ROOM

DINING ROOM

DEN

YARD WORK

OTHER AREAS



GUESTS

Roommates shall follow the lease and any rules and regulations indicated by the Landlord governing guests. Roommates shall determine whether or not a guest will be allowed to spend the night. (Roommates must grant permission for visiting parents).

Please note here the decision RE: overnight guests: _____.

Guests will not be allowed to stay later than _____pm/am. No Roommate shall invite or allow a guest to spend the night on more than ___ occasions during any semester. No members of the opposite sex will be allowed to spend the night.

Members of the opposite sex may not stay past _____pm/am. Any Roommate who violates any provision in this paragraph without the express written permission of the other Roommates shall be liable to each Roommate for liquidated damages in the amount of \$10 for each occurrence. Multiple guests count as multiple occurrences. Each Roommate is responsible for the behavior of his/her guest(s).

QUIET HOURS

All Roommates agree to observe quiet hours for sleep, study and other purposes on the days and times listed here: _____ *(If none, write "none")*

PARTIES AND GATHERINGS

Roommates shall follow all lease terms, Landlord rules and regulations, and local ordinances regarding parties, gatherings, noise, litter, and parking. No Roommate shall hold a party or gathering with more than three (3) guests without the written consent of all of the other Roommates at least three (3) days prior to the event. Consent shall not be unreasonably withheld. No Roommate shall hold a party in excess of _____ people, including Roommates, under any circumstances.

All Roommates in attendance at a gathering/party shall share equally in cleaning the dwelling and removing trash and litter. They shall thoroughly clean the premises, deposit all trash in appropriate waste and recycling containers, and remove all litter left outside the dwelling by noon the following day. If the dwelling is an apartment, condo, or townhouse, outside litter shall be removed within one hour of the ending of the event but in no case later than 7 am the following morning.

SMOKING

Roommates shall not smoke nor allow their guests to smoke inside the dwelling. A breach of this provision shall be deemed to have caused liquidated damages in the amount of \$10 per each cigarette or cigar smoked, payable to EACH non-offending Roommate.

If smoking causes fire on the property, the Roommate responsible for the fire shall pay for all damages caused by fire, smoke, or firefighting operations including, but not limited to, replacement of personal property, repairs to the dwelling, necessary moving expenses of any Roommate, and the cost of necessary replacement housing for the remainder of the original lease term.



WAIVER

If Roommates agree to waive any term or condition of this Agreement on one occasion that does not mean the condition is waived in the future. Conditions of this agreement will be enforced on any subsequent occasion.

ABANDONED PROPERTY

If a Roommate vacates the premises for any reason and fails to remove his/her property within ten (10) days, the property may be considered abandoned by the remaining Roommates. The remaining Roommates may sell or auction the abandoned property to satisfy any of the vacating Roommate's outstanding debts under this contract. If the vacating Roommate has no such debts, the remaining Roommates may divide the property amongst themselves as they see fit. If there are costs incurred to the remaining Roommates to remove property, the vacating roommate agrees to pay all associated fees (dump, advertising, junk removal services, etc.).

FORWARDING ADDRESS AND PHONE NUMBER

Each Roommate shall provide a forwarding address to each of the other Roommates at least ten (10) days prior to vacating the premises for any reason (including termination of lease). Each Roommate shall inform the other Roommates of any changes in his/her forwarding address within ten (10) days of the change unless either the shares of the security deposit are returned in full to each Roommate or any disputes regarding damages are resolved by settlement or legal action. If any Roommate is compelled to use professional services to locate another Roommates' address for service of legal process, then the Roommate who failed to provide his forwarding address shall pay for the cost of determining his location.

GENERAL COURTESY

Each Roommate shall be reasonable and professional in his/her dealings with the other Roommates and refrain from any behavior, action, or inaction that he/she knows or has reason to believe will significantly interfere with another Roommate's enjoyment of the tenancy. Each Roommate agrees to negotiate in good faith should the need arise. Each Roommate shall respect the other Roommates' privacy, sleep schedules, and reasonable requests.

RESOLUTION OF DISPUTES

All Roommates shall resolve their disputes in a fair and mature fashion and shall seek the help of a mediator or alternative dispute resolution agency if they are unable to agree on their own. All Roommates shall share the cost of any mediation or alternative dispute resolution. The results of any negotiation or mediation shall be recorded or reduced to writing for the review of all Roommates. If it is necessary to litigate any dispute arising under this Agreement, the losing Roommate(s) shall pay all court costs, reasonable collection costs, and reasonable attorney fees.



MOVING OUT

If, for whatever reason, I move out of the dwelling, I realize it is *my responsibility* to find a replacement roommate who is acceptable to my present roommates. (Roommates Initial here: _____)

If one of my roommates moves out I will also attempt to find a replacement roommate. I understand the need to be reasonable in accepting a replacement roommate.

If I move out of the dwelling and a replacement roommate has not been found, I realize that I am still legally responsible and shall continue to pay full rent and utility bills (see above) until the lease expires or I am released in writing by all of the other Roommates. Dwelling Manager/RP will determine amount to satisfy lease obligations: \$ _____

I understand that I, as an individual, can be held responsible to my manager and/or utility companies for rent and/or utility bills for the entire lease period, *if my roommate(s) fails to fulfill their part of this agreement.*

SIGNATURES

We, the undersigned, hereby indicate by our signatures below that we have read this full agreement, that we understand all it contains, that we agree to be bound by its terms and conditions, and that it is the complete statement of our understanding of the terms and conditions of our tenancy together.

SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE
SIGNATURE	DATE