

ROOMMATE AGREEMENT

THE ROOMMATE AGREEMENT IS A WRITTEN CONTRACT/AGREEMENT MADE BETWEEN THE RESIDENTS OF A RENTAL UNIT. THE PURPOSE OF THIS AGREEMENT IS TO OUTLINE THE TERMS, CONDITIONS, AND RESPONSIBILITIES AGREED TO BY EACH OF THE RESIDENTS IN RELATION TO HOW SPACE IS SHARED, AND HOW RENT AND OTHER EXPENSES ARE DIVIDED.

Roommate Information

The term *Roommate(s)* in this agreement refers to (list all parties entering into the agreement):

Name _____

Name _____

Name _____

Name _____

The Roommates are co-tenants in the premises located at:

(Address, City, State, Zip)

Sample

There is is not a written rental agreement or lease with the landlord,
(insert name of landlord) _____, for the Premises,
dated (insert date of rental agreement/lease) _____ .

The following Roommates are named in the Rental Agreement:

Name _____

Name _____

Name _____

Name _____

The following Roommates have signed the Rental Agreement:

Name _____

Name _____

Name _____

Name _____

Terms of Agreement

1. Rental Agreement. All of the Roommates agree to be bound by all of the terms of the Rental Agreement.

2. Lease Term. Each of the Roommates will live in the Premises (check one):

for the period set forth in the Rental Agreement, beginning on **(insert lease starting date)** _____ and ending on **(insert lease end date)** _____.

on a month-to month basis, and may terminate this Roommate Agreement by giving thirty days' advance written notice to the other Roommates. (Note: This option does not affect any liability a Roommate may have to the landlord pursuant to the Rental Agreement.)

3. Rent. The total monthly rent for the Premises is \$ _____. Each Roommate will pay the following amount(s):

Roommate Name

Rent Amount

Rent shall be payable by each Roommate on the _____ day of each month directly to _____
_____. The Roommates understand that they are jointly and separately liable for the full amount of the rent, which means that each Roommate is responsible to the landlord for the full amount of rent for the Premises if the other Roommates fail to pay their share.

4. Security Deposit. The total security deposit for the Premises is \$ _____. Each Roommate has paid all or a portion of the deposit as follows:

Roommate Name

Amount of Deposit Paid

Paid to (Name of Person Paid)

Each Roommate will receive his/her paid share of the deposit when the landlord returns it at the end of the tenancy. Any deductions from the deposit will be shared by all the Roommates in proportion to the amount of deposit paid; however, any damage caused by one of the Roommates will be paid only by that Roommate. The deposit (check one) does does not include last month's rent.

5. Early Termination of Tenancy. If one Roommate elects to leave before the end of the lease term entered in with landlord, (check one) it is is not that Roommate's responsibility to find a replacement tenant. The departing Roommate (check one) will will not continue to be responsible for his/her share of the rent until the end of the lease term or a replacement roommate starts paying rent, whichever occurs first. All of the remaining Roommates (check one) will will not have the right to approve the replacement roommate. Approval of a replacement roommate may not be withheld unreasonably, but the replacement roommate must satisfy the following criteria:

The landlord's prior written approval is required to change Roommates, and (check one) the departing Roommate the remaining Roommate(s) is/are responsible for obtaining that approval.

6. **Living Arrangements.** The bedroom(s) will be allocated as follows:

Special "house rules" about sharing space, furniture, appliances, and food in the Premises are:

7. **Overnight Guests.** Each Roommate (check one) does does not need to obtain permission from the other Roommate(s) prior to the stay of any overnight guest(s). No overnight guest(s) may stay longer than _____ nights per week without the permission of the other Roommate(s).

8. **Utility and Telephone Charges.** Each Roommate agrees to pay _____% of the following utility charges (check all that apply): gas electricity water cable. Each Roommate will pay _____% of the monthly telephone (land line) service charges and will pay for all of those telephone (land line) charges for which s/he is directly and individually responsible.

- Gas: Deposit (if any) in the amount of \$_____ has been paid by _____; each Roommate's share of the monthly charge shall be paid to _____.

- Electricity: Deposit (if any) in the amount of \$_____ has been paid by _____; each Roommate's share of the monthly charge shall be paid to _____.

- Water: Deposit (if any) in the amount of \$_____ has been paid by _____; each Roommate's share of the monthly charge shall be paid to _____.

- Cable: Deposit (if any) in the amount of \$_____ has been paid by _____; each Roommate's share of the monthly charge shall be paid to _____.

- Telephone (Land Line): Deposit (if any) in the amount of \$_____ has been paid by _____; each Roommate's share of the monthly charge shall be paid to _____.

9. **Household Chores.** The Roommates will divide all household chores as follows:

10. **Noise Level.** On week days, during the hours of _____ to _____, the Roommates will maintain a level of quiet that will permit all of the Roommates to study. On weekends and holidays, during the hours of _____ to _____, the Roommates will maintain a level of quiet that will permit all of the Roommates to study/sleep.

11. **Smoking.** (Check one) Smoking is is not allowed in the Premises.

12. **Alcohol.** (Check one) Alcohol is is not allowed in the Premises.

13. **Other.** _____

14. **Other.** _____

15. **Other.** _____

This Agreement is Complete and Binding. All preliminary negotiations by the Roommates are merged into, and superseded by, the terms of the Agreement. Any modification to this Agreement must be in writing and signed by all the Roommates.

We, the undersigned, agree to the above stated terms.

Date: _____ Sign: _____
Print Name:

Date: _____ Sign: _____
Print Name:

Date: _____ Sign: _____
Print Name:

Date: _____ Sign: _____
Print Name:

Sample