

# ROOMMATE AGREEMENT

## 1. THE ROOMMATES

This Roommate Agreement (this "Agreement") is made on \_\_\_\_\_ (the "Effective Date") by and among \_\_\_\_\_ (each a "Roommate" and together the "Roommates"), who share the rental of the premises described below.

## 2. PREMISES AND LEASE

The Roommates rent the premises located at \_\_\_\_\_, which has \_\_\_\_\_ bedroom(s) and \_\_\_\_\_ bathroom(s) (the "Premises"), from \_\_\_\_\_ (the "Landlord") under a lease or rental agreement dated \_\_\_\_\_ (the "Lease").

This Agreement governs only the Roommates' arrangements among themselves. It does not change the Lease or bind the Landlord. Each Roommate who signed the Lease remains responsible to the Landlord as the Lease provides, which is usually for the full rent and all obligations, even if another Roommate does not pay a share. If this Agreement conflicts with the Lease, the Lease controls as between the Roommates and the Landlord.

## 3. TERM

- ☐ This Agreement begins on \_\_\_\_\_ and ends on \_\_\_\_\_, unless the Roommates agree in writing to extend it.
- ☐ This Agreement begins on \_\_\_\_\_ and continues month to month for as long as the Roommates rent the Premises.

## 4. RENT AND SECURITY DEPOSIT SHARES

Each Roommate shall pay the monthly rent share and has paid or shall pay the security deposit share shown below:

| Roommate     | Monthly rent share (US\$) | Deposit share (US\$) | Bedroom (if assigned) |
|--------------|---------------------------|----------------------|-----------------------|
|              |                           |                      |                       |
|              |                           |                      |                       |
|              |                           |                      |                       |
|              |                           |                      |                       |
| <b>TOTAL</b> |                           |                      |                       |

Rent is due under the Lease on the \_\_\_\_\_ day of each month.

- ☐ Each Roommate shall pay his or her share directly to the Landlord on or before the due date.
- ☐ Each Roommate shall pay his or her share to \_\_\_\_\_ at least \_\_\_\_\_ days before the due date, and that Roommate shall pay the full rent to the Landlord on time and give the other Roommates proof of payment on request.

A Roommate who pays late is solely responsible for any late fee or other cost that results. If a Roommate does not pay his or her share and another Roommate pays it to avoid a default under the Lease, the paying Roommate may recover that amount from the non-paying Roommate, together with any resulting fees.

At the end of the Lease, each Roommate is entitled to his or her deposit share as returned by the Landlord. Deductions for damage or unpaid amounts that can be traced to a particular Roommate shall be charged to that Roommate's share; other deductions shall be shared in proportion to the deposit shares.

## 5. BEDROOMS AND COMMON AREAS

- ☐ Each Roommate has exclusive use of the bedroom listed next to his or her name above, and no Roommate may enter another Roommate's bedroom without permission, except in an emergency.
- ☐ The Roommates share the bedrooms as they agree among themselves, and each shall respect the others' privacy and belongings.

All Roommates may use the following common areas: \_\_\_\_\_.

## 6. UTILITIES

The following utilities and services not included in the rent are shared by the Roommates: \_\_\_\_\_.

- ☐ equally among the Roommates.
- ☐ in proportion to each Roommate's rent share.
- ☐ as follows: \_\_\_\_\_.

A Roommate in whose name an account is held shall share each bill with the others within five (5) days after receiving it, and each Roommate shall pay his or her portion within ten (10) days after that. No Roommate may cancel or change a shared account without the others' agreement.

## 7. CLEANING AND MAINTENANCE

Each Roommate shall keep his or her own room clean and sanitary and share in keeping the common areas, appliances and fixtures clean and in good condition. The shared chores are: \_\_\_\_\_, divided as follows: \_\_\_\_\_.

Each Roommate shall promptly report needed repairs to the Landlord and to the other Roommates.

## 8. DAMAGE

Each Roommate is responsible for damage to the Premises or to another Roommate's property caused by that Roommate or his or her guests or pets. The cost of damage that cannot reasonably be traced to a particular person shall be shared equally.

## 9. PETS

- ☐ Pets are permitted only with the consent of all Roommates and as the Lease allows. A Roommate who keeps a pet is solely responsible for its care, for cleaning up after it, for any pet fee or deposit under the Lease, and for any damage it causes.
- ☐ No pets are permitted, except an assistance animal permitted under the Lease and fair housing law.

## 10. SMOKING

- ☐ Smoking is permitted only with the consent of all Roommates, only where the Lease allows it, and only in these areas: \_\_\_\_\_.
- ☐ Smoking of any kind, including vaping and marijuana, is not permitted on the Premises.

## 11. ALCOHOL

- ☐ Alcohol is permitted on the Premises, in compliance with the law, including laws on underage drinking.

- ☐ Alcohol is not permitted on the Premises.

## 12. PERSONAL PROPERTY

No Roommate may borrow or use another Roommate's personal property, including food, without permission. Borrowed property shall be treated with care and returned in the same condition, and a Roommate who damages it shall repair or replace it.

## 13. QUIET HOURS

- ☐ The Roommates shall keep noise to a minimum on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.  
☐ There are no set quiet hours, but each Roommate shall be considerate of the others' sleep, work and study.

## 14. GUESTS AND GATHERINGS

- ☐ Each Roommate may have no more than one overnight guest at a time without the other Roommates' agreement, and an overnight guest may not stay more than \_\_\_\_ nights per week, or longer than the Lease allows, without the other Roommates' agreement. A gathering of more than \_\_\_\_ guests requires the agreement of all Roommates. Each Roommate is responsible for the conduct of his or her guests.  
☐ Each Roommate is responsible for the conduct of his or her guests, and guests may not stay longer than the Lease allows.

## 15. MOVING OUT AND REPLACEMENT ROOMMATES

A Roommate who wants to move out before this Agreement ends shall give the other Roommates at least \_\_\_\_ days' written notice and remains responsible for his or her rent and utility shares until the end of that notice period or, if the Lease still holds that Roommate responsible, until a replacement takes over the share. A replacement roommate must be approved by all remaining Roommates, whose approval shall not be unreasonably withheld, and by the Landlord where the Lease requires it. No Roommate may sublet his or her room without that approval.

## 16. ILLEGAL OR DANGEROUS CONDUCT

A Roommate shall not engage in illegal activity on the Premises or any conduct that endangers the health or safety of others or is likely to damage property. Such conduct is a material breach of this Agreement. The other Roommates may report it to the Landlord or the authorities and pursue any remedy available to them, including recovering their resulting losses. Only the Landlord, through the legal process, can remove a person from the Premises; no Roommate may change the locks or remove another Roommate's belongings.

## 17. DISPUTES

The Roommates shall first try in good faith to resolve any disagreement by talking it through. If that fails, they shall try mediation, including any free community mediation service, before going to court, except for claims that need urgent relief. Small claims court is available for money disputes within its limits.

## 18. GOVERNING LAW

This Agreement is governed by the laws of the State of \_\_\_\_\_.

## 19. GENERAL PROVISIONS

If any provision of this Agreement is invalid, the rest remains in effect. This Agreement is the entire agreement of the Roommates on its subject and may be changed only in a writing signed by all Roommates. It may be signed in counterparts and electronically.

## 20. ADDITIONAL TERMS

- ☐ The Roommates also agree to the following: \_\_\_\_\_

☐ There are no additional terms.

The Roommates have signed this Agreement as of the Effective Date.

**ROOMMATES**

|       |       |             |
|-------|-------|-------------|
| _____ | _____ | Date: _____ |
| _____ | _____ | Date: _____ |
| _____ | _____ | Date: _____ |
| _____ | _____ | Date: _____ |

Signature

Printed name

☐ **LANDLORD'S ACKNOWLEDGMENT.** The Landlord acknowledges receiving a copy of this Agreement. The Landlord is not a party to it, and it does not change the Lease or any Roommate's obligations to the Landlord. Signature: \_\_\_\_\_ Printed name: \_\_\_\_\_ Date: \_\_\_\_\_

☐ The Landlord has not signed this Agreement and is not a party to it.