

ROOMMATE AGREEMENT - CO-TENANTS

Address of Home: \_\_\_\_\_

Name of Landlord: \_\_\_\_\_

Names of Roommates on the Rental Agreement: \_\_\_\_\_

\_\_\_\_\_

This roommate agreement is to assist people living together to understand and agree upon their rights, responsibilities and relationship. It is recommended that any changes during your tenancy be updated in writing in this agreement. Tenants and Roommates will do nothing that contravenes the Rental Agreement.

**Existing Rental Agreement**

- 1. The Roommates above have signed a Rental Agreement with \_\_\_\_\_ (the Landlord(s) for the unit on the \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year. This is a month to month agreement, which continues until legally ended by one roommate ("Roommate"), Roommates or Landlord(s).
- 2. Roommates are jointly & severally liable for all duties & obligations as a tenant except where this contravenes the Agreement.

**Rent**

- 1. Roommates will pay the rent to the Landlord as agreed in the Rental Agreement.
- 2. If a Roommate's failure to pay results in late fees or costs, the Roommate who failed to pay is liable for these costs. Remaining Roommates may pay that person's share and may recover such payment(s) as damages for breach of this contract.
- 3. Failure to pay rent can lead to eviction.

**Security Deposit**

- 1. The security deposit will be paid according to the Rental Agreement.
- 2. If one Roommate moves out before the others and gives a forwarding address in writing, their portion of the security deposit will be returned to them either 30 days after a new Roommate moves in or 30 days after the security deposit is returned to the remaining Roommates, if there is no new Roommate, whichever is earlier. Remaining Roommates are not obligated to recover the security deposit if the Landlord(s) fail to return it.

**Damage**

Individual Roommates are liable for their own damages and those caused by their guests. If a cause cannot be determined, the damages will be split equally between Roommates.

**Utilities**

- 1. Utilities not included in rent (utility overages) are to be shared equally between Roommates.
- 2. If one Roommate fails to pay their share of the utility overages the other Roommates will pay that person's share and may recover such payment(s) as damages for breach of this contract. The Roommate who didn't pay will reimburse the other Roommates within 10 days.
- 3. Failure to pay utilities can lead to eviction.

**Terminating the Tenancy**

- 1. The terminating Roommate will give notice as described in the Rental Agreement.
- 2. In a month-to-month tenancy proper written notice given by one Roommate ends the Tenancy Agreement for all Roommates.
- 3. The vacating Roommate will provide a forwarding address in writing to the remaining Roommates and the Landlord(s).
- 4. If a Roommate (the "Defaulting Roommate") causes another Roommate to incur additional costs or suffer loss or damage by reason of breaching this Agreement, including without limiting the generality of the foregoing, by failing to pay Rent when due, failing to pay his/her share of utility overages or other services to the premises that the Roommates are obligated to pay, or doing or failing to do anything that causes the Landlord to terminate the tenancy or lawfully retain any part of the security deposit, the Defaulting Roommate shall promptly reimburse the other Roommate(s) for such costs, loss or damage.

We the undersigned hereby indicate that: • We have read this agreement, • We understand its contents, • We agree to be bound by its terms and conditions. The following Roommates ("Roommates") have signed this Roommate Agreement ("Agreement") on the \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Sample Roommate Agreement

This Roommate Agreement is made by the following roommates:

\_\_\_\_\_ (the "Roommates").

The Roommates are co-tenants in the apartment located at

\_\_\_\_\_ (the "Apartment").

There /is/is not/ a written rental agreement or lease with the landlord, \_\_\_\_\_, for the Apartment (the "Rental Agreement").

The following Roommates have been named in the Rental Agreement:

\_\_\_\_\_.

The following Roommates have signed the Rental Agreement:

\_\_\_\_\_.

The Roommates agree to the following terms:

**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 Apartment:

> for the period set forth in the Rental Agreement with the landlord, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

> 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 Apartment is \$ \_\_\_\_\_. Each Roommate will pay the following amount(s): \_\_\_\_\_.

Rent shall be payable on the \_\_\_\_ day of each month directly to \_\_\_\_\_. The Roommates understand that they are jointly and severally liable for the full amount of the rent, which means that each roommate is responsible to the landlord for the full amount of the Apartment's rent if the other roommates fail to pay their share.

**4. Security Deposit.** The total security deposit for the unit is \$ \_\_\_\_\_. Each Roommate has paid / to the landlord / to \_\_\_\_\_ the following

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

**5. Early Termination of the Tenancy.** If one roommate elects to leave before the end of the lease term described in paragraph 2, it / is /is not/ that roommate's responsibility to find a replacement. The departing roommate /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 /will have /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/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 Apartment are:

\_\_\_\_\_.

\_\_\_\_\_.

**7. Overnight Guests.** Each roommate /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 without the permission of the other roommate(s).

**8. Parties/Entertaining:**

\_\_\_\_\_  
\_\_\_\_\_.

**9. Utility and Telephone Charges.** Each roommate agrees to pay \_\_\_\_\_% of the utility charges: /gas / electricity /water/. Each roommate will pay \_\_\_\_\_% of the monthly telephone service charges and will pay for all of those telephone charges for which s/he is directly and individually responsible.

**Gas:** Deposit in the amount of \$ \_\_\_\_\_ paid by \_\_\_\_\_; each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

**Electricity:** Deposit in the amount of \$ \_\_\_\_\_ paid by \_\_\_\_\_; each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

**Water:** Deposit in the amount of \$ \_\_\_\_\_ paid by \_\_\_\_\_; each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

**Cable/Internet:** Deposit in the amount of \$ \_\_\_\_\_ paid by \_\_\_\_\_; each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

**Telephone/Internet:** Deposit in the amount of \$ \_\_\_\_\_ paid by \_\_\_\_\_; each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_.

**11. Cleanliness:**

\_\_\_\_\_  
\_\_\_\_\_.

**12. Pets:**

\_\_\_\_\_  
\_\_\_\_\_.

**13. Noise Level.** During the hours of \_\_\_\_\_, the Roommates will maintain a noise level that will permit all of the Roommates to study.

**14. Smoking.** Smoking /is /is not /allowed in the Apartment.

**15. Alcohol.** Alcohol /is /is not/ allowed in the Apartment.

**16. Parking.** The Roommates agree that the parking space(s) located at \_\_\_\_\_ shall be divided as follows: \_\_\_\_\_. The cost of the parking space(s) shall be divided as follows: \_\_\_\_\_.

**17. Additional Remarks** (attach additional sheets if necessary to address other items such as security, furniture, appliances, etc.)

\_\_\_\_\_  
\_\_\_\_\_.

**18. 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, signed by all the Roommates.

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_