This Roommate Agreement (this “Agreement”) is made as of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_, by and between the roommates listed below (each a “Roommate” and collectively the “Roommates”). The Roommates are tenants at the premises located at (the “Premises”):

**Street Address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**City**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **State**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Zip**: \_\_\_\_\_\_\_\_\_\_\_

**Term of Lease – From**: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_ **To**: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| **Roommate Name** | **Monthly Rent** | **Security Deposit** | **Room Occupied** |
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**Security Deposit**: The total security deposit under the Lease is \_\_\_\_\_\_\_\_\_\_. Each Roommate is responsible for his or her share of the security deposit as described above, and will receive his or her share of the security deposit minus any amount applied by the Landlord after the termination of the Lease.

**Utilities**:The rent includes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as part of each payment. The utilities not included in the rent will be shared by the Roommates according to the following arrangement:

|  |  |  |
| --- | --- | --- |
| **Utility** | **Name on Bill** | **Payment Method (circle one)** |
| **Electricity:** |  | Even Split | Rotating | Specific Roommate(s): |
| **Water:** |  | Even Split | Rotating | Specific Roommate(s): |
| **Gas:** |  | Even Split | Rotating | Specific Roommate(s): |
| **Heat:** |  | Even Split | Rotating | Specific Roommate(s): |
| **Garbage:** |  | Even Split | Rotating | Specific Roommate(s): |
| **Internet:** |  | Even Split | Rotating | Specific Roommate(s): |
| **Phone:** |  | Even Split | Rotating | Specific Roommate(s): |
| **Cable:** |  | Even Split | Rotating | Specific Roommate(s): |
| **Other:** |  | Even Split | Rotating | Specific Roommate(s): |

**Parking**:The Roommates are entitled to park their vehicles on the Premises per the following instructions:

|  |  |  |
| --- | --- | --- |
| **Roommate** | **Make and Color of Vehicle** | **Parking Spot Location / Description** |
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**Legal Considerations:**

* **Will the Roommates purchase Renters Insurance**: No \_\_\_\_\_\_\_\_\_\_\_\_ Yes \_\_\_\_\_\_\_\_\_\_\_

**Insurance Company**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signer**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Monthly Rate**: \_\_\_\_\_\_\_\_\_\_\_

* **Damages**:  Each Roommate is responsible for any damage to the Premises caused by him or her including his or her guests. If there is damage that cannot be reasonably traced back to a particular Roommate, the cost of the damage will be shared equally by all the Roommates.
* **Early Termination**: A Roommate may terminate this Agreement before the end of the lease term if he or she gives \_\_\_\_\_\_ months notice and assists in finding a replacement Roommate.
* **Shared Costs**: The Roommates will evenly split all costs for items used by all the Roommates and placed in common areas, unless otherwise agreed upon.
* **Shared Property**: All shared property will be paid for evenly, unless otherwise agreed upon. At the end of the lease term or when the Roommates terminate this Agreement, shared property will be split between the Roommates, or a Roommate may purchase shared property from the other Roommates.

**Behavioral Stipulations:**

* **Pets**: Can pets be kept at the Premises: No \_\_\_\_\_\_\_\_\_\_\_ Yes\_\_\_\_\_\_\_\_\_\_

It is the duty of the owner to care and provide for the pet. The owners and pets are as follows:

|  |  |  |
| --- | --- | --- |
| **Pet Name** | **Type** | **Owner / Roommate Responsible** |
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* **Chores / Household Duties**: Chores and duties will be discussed **weekly / monthly** (circle one), and individual responsibilities will be agreed upon at those times. Each Roommate must complete his or her chores to the full extent in a timely fashion.
* **Cleanliness Expectations**: Each Roommate will keep his or her bedroom and bathroom, as well as the Common Area, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. Each Roommate will maintain the cleanliness and neatness of the Common Area and share in the responsibility of cleaning the Common Area.
* **Overnight Guests**: Guests are allowed: **No** \_\_\_\_\_ **Yes** \_\_\_\_\_\_ **Only if previously discussed** \_\_\_\_\_\_
* **Noise Level / Quiet Hours**: The Roommates are expected to keep noise down to a reasonable level during the day. After \_\_\_\_\_\_\_\_PM and until \_\_\_\_\_\_\_ AM, noise should be kept to a minimum.
* **Parties / Entertaining**: Each Roommate may have up to \_\_\_\_\_ friends over at a time. Any more than this amount should be discussed with all the Roommates at least \_\_\_\_\_ day(s) prior. Parties must be agreed upon by all the Roommates and planned at least \_\_\_\_\_ day(s) prior.
* **Smoking and Alcohol Use**: The Roommates are allowed to smoke in the following areas: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Drinking alcohol is allowed between \_\_\_\_\_ AM/PM and \_\_\_\_\_ AM/PM. The Roommates are responsible for maintaining reasonable standards of behavior and level of noise.

**Additional Terms:**

* **Severability**: If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
* **Governing Law**: The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_, not including its conflicts of law provisions.
* **Entire Agreement**: This Agreement contains the entire understanding between the Roommates and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.
* **Amendments**: This Agreement may be amended or modified only by a written agreement signed by all Roommates.

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| **GENERAL INSTRUCTIONS**  **WHAT IS A ROOMMATE AGREEMENT?**  A Roommate Agreement is a legal and binding contract between two or more people who live together in the same space. As an official written document, the Roommate Agreement clearly outlines responsibilities and expectations. By signing a piece of paper, each person understands the “house rules” and “house duties”. Unlike a Lease or Rental Agreement, a Roommate Agreement is between the Tenants or Roommates, not between the Landlord and Tenants.  **WHY IS IT NEEDED?** A simple Roommate Agreement helps people solve little problems before they become big problems. Here is a just some of the preventable suffering a Roommate Agreement could resolve if people living together had a difficult conversation before difficulties arose:  **Lost money:** Others pick pay more rent because one person moves out early without notice, Security deposit may be lost because of damage to the common areas, etc.  **Lost time:**  Unexpected search for a replacement housemate, Hours of discussions about what should or should not have been done, Cleaning up after another person’s mess or unwelcome gathering, etc.  **Lost property:**Damaged personal items borrowed without permission, Furniture in public areas broken by others’ guests, etc.  **Mental anguish:**Poor relationships with Landlord because of late rent or unpaid bills, Former friendship deteriorates over misunderstandings, etc.  **WHAT SHOULD BE INCLUDED** A simple written Roommate Agreement will identify the following basic elements:  ·       **Date**: when the roommate agreement begins based on the Lease  ·       **Roommates**: the full legal name of each person who will be living together  ·       **Premises**: the address of the place where everyone will call home  ·       **Landlord**: the name of the person who owns the place where everyone lives  ·       **Term**: the length of time the Roommates have the right to live on the Premises |  | ·       **Rent**: how much money each Roommate must pay to the Landlord  ·       **Obligations**: spells out roommate chores and requirements of the Lease  ·       **Permission**: whether Roommates need to ask each other if a guest is allowed  **WHY USE AN EMPLOYMENT AGREEMENT** When you sign a Roommate Agreement, the law recognizes that two adults agreed to a certain set of rights and obligations. Unlike a verbal promise, a written agreement carries more same weight and can be enforced. While a judge will enforce financial obligations like a roommate’s responsibility to pay rent, you will not likely get the court to agree that they should vacuum the living room.  Here are a few example of what people may agree to in a simple Roommate Agreement:  ·       A roommate’s girlfriend or boyfriend cannot sleep over more than one night per week  ·       Each person will contribute $10 a month for shared toilet paper and cleaning supplies  ·       Every housemate will take turns shoveling the snow or mowing the lawn  ·       No one is allowed to bring a pet chicken into the house  ·       It is okay to drink alcohol but not okay to smoke pot in the apartment  ·       Ask each other for permission before having more than 3 friends over  ·       Turn off the music and ask guests to leave after 10pm on weekdays  ·       A housemate’s little brother cannot sleep on the living room couch for more than a week  Many universities encourage students to use Roommate Agreements for off-campus housing for a reason. The stress of midterms, final projects, and exams is prime time for nasty and unnecessary disputes. A Roommate Agreement creates the time and space needed for everyone to clearly set out expectations ahead of time to avoid future problems.  Even if you are not a student, there are inherent logistical and practical challenges with two adults living together. A Roommate Agreement creates the time and space needed for everyone to clearly set out expectations ahead of time to avoid future problems. |