

State of \_\_\_\_\_

## ROOMMATE AGREEMENT

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This Roommate Agreement (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (the "Effective Date"), by and among/between the following roommates: \_\_\_\_\_ (each a "Roommate" and collectively the "Roommates").

**1. Purpose.** The Roommates are tenants at the premises located at \_\_\_\_\_ [Premises address] (the "Premises") for a term beginning on \_\_\_\_\_, 20\_\_\_ and (Check one)  ending on \_\_\_\_\_, 20\_\_\_  continuing month-to-month until terminated. The Roommates hereby agree to abide by the terms and conditions contained in this Agreement and to share the responsibilities and obligations while living at the Premises.

**2. Rent.** Each Roommate shall pay his or her share of the rent in the following amounts:

- \_\_\_\_\_ [Roommate name]; Amount of Rent: \$ \_\_\_\_\_
- \_\_\_\_\_ [Roommate name]; Amount of Rent: \$ \_\_\_\_\_
- \_\_\_\_\_ [Roommate name]; Amount of Rent: \$ \_\_\_\_\_

The rent is due on \_\_\_\_\_ day of each month to the landlord. Each Roommate will deliver his or her share of the rent on or before the due date. If a Roommate does not pay the rent by the due date, any late fees that accrue or any other costs will be the sole responsibility of that Roommate.

The rent includes access to and use of all common living areas which include the following (the "Common Area"): (Check all that apply)

- Living room
- Kitchen
- Bathroom
- Family room
- Laundry room
- Dining room
- Basement
- Other: \_\_\_\_\_

**3. Security Deposit.** Each Roommate is responsible for a share of the security deposit in the following amounts:

- \_\_\_\_\_ [Roommate name]; Amount of Security Deposit: \$ \_\_\_\_\_
- \_\_\_\_\_ [Roommate name]; Amount of Security Deposit: \$ \_\_\_\_\_
- \_\_\_\_\_ [Roommate name]; Amount of Security Deposit: \$ \_\_\_\_\_



Each Roommate will receive his or her share of the security deposit, minus any amount applied by the landlord divided pro rata, after the termination of the lease term unless any deduction or offset to the deposit is made by the landlord due to damage to the Premises, in which case the deduction or offset will be made against the security deposit of the Roommate(s) responsible for such damage and/or breach.

**4. 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 person, the cost of the damage will be shared equally by all the Roommates.

**5. Utilities.** Any utilities not included with rent shall be shared equally by the Roommates. The following utilities will be the shared responsibility of the Roommates: (Check all that apply)

- Electricity
- Gas
- Water
- Cable
- Internet
- Telephone
- Service
- Trash
- Other: \_\_\_\_\_

**6. Condition and Maintenance.** Each Roommate will keep his or her bedroom and bathroom as well as the Common Area, including the grounds (if applicable) 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 including the following: (Check all that apply)

- Vacuuming
- Sweeping
- Cleaning of floors
- Cleaning of bathroom
- Dusting
- Trash removal
- Other: \_\_\_\_\_

The Roommates will divide the responsibilities per the following schedule: \_\_\_\_\_

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**7. Pets.** (Check one)

Pets are permitted on the Premises with the consent of all Roommates. If permitted, the Roommate that owns the pet will be responsible for all care and maintenance of the pet, cleaning up after the pet and for any damage caused by the pet to the Premises and to any Roommates' personal property.



Pets are NOT permitted on the Premises.

**8. Smoking.** (Check one)

Smoking is permitted on the Premises with the consent of all Roommates.

Smoking is NOT permitted on the Premises.

**9. Alcohol.** (Check one)

Alcohol is permitted on the Premises.

Alcohol is NOT permitted on the Premises.

**10. Firearms.** (Check one)

Firearms are permitted on the Premises.

Firearms are NOT permitted on the Premises.

**11. Personal Property.** (Check if applicable)

Each Roommate agrees to refrain from borrowing the personal property of any other Roommate without prior approval. Any borrowed property will be treated with care and returned to the owner in the same condition. If there is any damage to the property, the Roommate responsible for the damage will be held liable.

**12. Quiet Hours.** (Check if applicable)

Each Roommate agrees to limit his or her noise and observe quiet hours for sleep, work, study, and other purposes (Check one)  weekday  weekends  other: \_\_\_\_\_ from \_\_\_\_\_:\_\_\_\_\_ AM/PM to \_\_\_\_\_:\_\_\_\_\_ AM/PM.

**13. Guests and Parties.** (Check if applicable)

Each Roommate agrees to have only one overnight guest at one time unless all other Roommates agree. Any overnight guest(s) may not stay more than \_\_\_\_\_ nights per week without permission from all other Roommates. Any Roommate that wishes to have a party or gathering of more than \_\_\_\_\_ guests on the Premises must obtain consent from all other Roommates.

**14. Mediation.** (Check if applicable)

All Roommates agree to resolve any disputes first through mediation. The mediator will be a neutral third party and selected by mutual agreement of all the Roommates. If mediation is unsuccessful, the Roommates may pursue other legal action.



**15. 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.

**16. 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.

**17. Illegal or Dangerous Activity.** In the event a Roommate is engaged in any illegal activity or any activity that jeopardizes the health, safety and welfare of any other person or is likely to result in damage to property, whether or not such activity is on or in the Premises, such activity shall be a breach of this Agreement and such Roommate shall, promptly upon request of the other Roommate(s), vacate the Premises. In such case, the departing Roommate shall not be entitled to the return of his/her security deposit.

**18. 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.

**19. Amendments.** This Agreement may be amended or modified only by a written agreement signed by all Roommates.

**20. Additional Provisions.** \_\_\_\_\_

IN WITNESS WHEREOF, the Roommates have entered into this Agreement as of the Effective Date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

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Signature

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Full Name



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Signature

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Full Name

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Signature

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Full Name

