

ROOMMATE AGREEMENT

This Roommate Agreement (this "Agreement") is made this _____ (the "Effective Date"), by and between the following roommates: _____ (each a "Roommate" and collectively the "Roommates").

1. Purpose. The Roommates are tenants at the premises located at _____, _____, _____ (the "Premises") for a term beginning on _____ and 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:

The rent is due on the _____ 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.

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

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.

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.

6. Condition and Maintenance. 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 including the following:

The Roommates will divide the responsibilities per the following schedule: _____.

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

8. Smoking. Smoking is not permitted on the Premises.

9. Alcohol. Alcohol is permitted on the Premises.

10. Personal Property. 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.

11. Quiet Hours. Each Roommate agrees to limit his or her noise and observe quiet hours for sleep, work, study, and other purposes on _____ from _____ to _____.

12. Guests and Parties. 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.

13. Mediation. 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.

14. 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.

15. 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.

16. 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. |

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

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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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.

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.