

ROOMMATE AGREEMENT

This Roommate Agreement (the "Agreement") is entered into on this _____ day of _____, 20_____, by and between the undersigned individuals (collectively, the "Roommates" and individually, a "Roommate").

I. PARTIES TO THE AGREEMENT

Roommate 1: _____

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

Roommate 2: _____

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

Roommate 3 (if applicable): _____

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

Roommate 4 (if applicable): _____

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

II. PREMISES

The Roommates agree to share the rental property located at: Street Address:

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

(the "Premises").

The Premises are leased from: Landlord/Property Management Company: _____

Landlord/Property Management Contact: _____

Landlord/Property Management Phone: _____

Landlord/Property Management Email: _____

A copy of the master lease agreement for the Premises is attached hereto as Exhibit A and incorporated by reference. All Roommates acknowledge receipt and understanding of the master lease terms and agree to abide by them.

III. TERM OF AGREEMENT

This Agreement shall commence on the _____ day of _____, 20_____, and shall continue until the _____ day of _____, 20_____, unless terminated earlier in accordance with the provisions herein. This Agreement shall automatically renew for successive terms of _____ months/years unless any Roommate provides written notice of non-renewal to all other Roommates at least _____ days prior to the expiration of the then-current term.

IV. RENT AND SECURITY DEPOSIT

a. **Total Monthly Rent:** The total monthly rent for the Premises is \$ _____ .

b. **Individual Rent Shares:** Each Roommate shall be responsible for paying the following share of the total monthly rent:

Roommate 1: \$ _____

Roommate 2: \$ _____

Roommate 3 (if applicable): \$ _____

Roommate 4 (if applicable): \$ _____

c. **Rent Due Date:** Rent is due on the _____ day of each month. Payments shall be made to _____ (e.g., "the Landlord directly," "Roommate 1 who will then pay the Landlord").

d. **Late Fees:** If rent is not paid by the due date, a late fee of \$ _____ shall be assessed. If the master lease imposes additional late fees, those shall also apply and be borne by the Roommate(s) responsible for the late payment.

e. **Security Deposit:** The total security deposit for the Premises is \$ _____ .

Each Roommate shall contribute the following amount to the security deposit:

Roommate 1: \$ _____

Roommate 2: \$ _____

Roommate 3 (if applicable): \$ _____

Roommate 4 (if applicable): \$ _____

The security deposit shall be held by _____ (e.g., "the Landlord," "Roommate 1"). Upon termination of this Agreement and vacating the Premises, the security deposit, less any deductions for damages beyond normal wear and tear or unpaid rent/utilities, shall be returned to the Roommates in proportion to their contributions, or as otherwise agreed upon in writing. Any deductions made by the Landlord from the total security deposit shall be allocated among the Roommates based on responsibility for the damage or unpaid amounts.

V. UTILITIES AND OTHER EXPENSES

a. **Shared Utilities and Expenses:** The following utilities and expenses shall be shared among the Roommates:

- Electricity
- Gas
- Water/Sewer
- Internet
- Cable TV
- Trash Removal
- Other: _____
- Other: _____

b. **Payment Allocation:** These shared expenses shall be divided:

- Equally among all Roommates.
 - As follows: _____
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c. **Payment Responsibility:** Each Roommate is responsible for paying their share of the utilities and expenses by the due date. The Roommate whose name is on the utility account is responsible for collecting payments from other Roommates and ensuring timely payment to the utility provider.

d. **Utility Account Holders:**

Electricity: _____ (Roommate Name)

Gas: _____ (Roommate Name)

Water/Sewer: _____ (Roommate Name)

Internet: _____ (Roommate Name)

Cable TV: _____ (Roommate Name)

Trash Removal: _____ (Roommate Name)

Other: _____ (Roommate Name)

Other: _____ (Roommate Name)

VI. HOUSEHOLD RESPONSIBILITIES AND CHORES

a. **General Cleanliness:** All Roommates agree to maintain the common areas (living room, kitchen, bathrooms, hallways, etc.) in a clean and tidy condition. Personal belongings shall not be left in common areas.

b. **Chore Schedule:** The Roommates agree to establish and adhere to a rotating chore schedule, or divide responsibilities as follows:

c. **Kitchen Responsibilities:** Each Roommate is responsible for cleaning up after themselves immediately after using the kitchen, including washing dishes, wiping counters, and cleaning stovetops.

d. **Bathroom Responsibilities:** Each Roommate is responsible for cleaning their own bathroom (if private) or contributing to the cleaning of shared bathrooms on a rotating basis.

e. **Trash:** Trash shall be taken out by the Roommate assigned to the task or on a rotating basis. All Roommates are responsible for ensuring their personal trash is properly disposed of.

VII. GUESTS

a. **Overnight Guests:** An overnight guest is defined as any person who stays at the Premises for more than _____ consecutive nights or more than _____ nights in any _____ day period. Roommates must obtain the express consent of all other Roommates before inviting an overnight guest.

b. **Long-Term Guests:** A long-term guest is defined as any person who stays at the Premises for more than _____ consecutive nights or more than _____ nights in any _____ day period. Long-term guests are strictly prohibited without the express written consent of all Roommates AND the Landlord, as such a guest may violate the master lease agreement.

c. **Guest Conduct:** All guests must abide by the rules and regulations set forth in this Agreement and the master lease. The inviting Roommate is responsible for the conduct of their guests.

VIII. QUIET HOURS

Quiet hours shall be observed from _____ PM to _____ AM on weekdays and from _____ PM to _____ AM on weekends. During quiet hours, noise levels should be kept to a minimum to avoid disturbing other Roommates.

IX. PETS

a. **Pet Policy:**

- No pets are allowed on the Premises.
 - Pets are allowed, subject to the following conditions:
 - i. All pets must be approved by the Landlord in writing.
 - ii. All pets must be approved by all Roommates in writing.
 - iii. The following pets are permitted: _____
 - iv. The Roommate(s) owning the pet(s) shall be solely responsible for any pet deposits, pet rent, and any damages caused by their pet(s).
 - v. Pet owners are responsible for cleaning up after their pets, both inside and outside the Premises.
 - vi. Other conditions: _____
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X. PERSONAL PROPERTY

- a. **Respect for Property:** Each Roommate agrees to respect the personal property of the other Roommates. No Roommate shall use, borrow, or dispose of another Roommate's personal property without explicit permission.
- b. **Shared Property:** Any property purchased jointly by Roommates for common use shall be considered shared property. Upon termination of this Agreement, shared property shall be divided by mutual agreement or sold, with proceeds divided equally.

XI. DISPUTE RESOLUTION

In the event of a dispute or disagreement between Roommates, the Roommates agree to first attempt to resolve the issue amicably through direct communication. If a resolution cannot be reached, the Roommates agree to: Mediate the dispute with a mutually agreed-upon third party.
 Follow the following process: _____

XII. TERMINATION OF AGREEMENT

- a. **Notice of Intent to Vacate:** Any Roommate wishing to vacate the Premises before the end of the master lease term must provide written notice to all other Roommates at least _____

days in advance.

b. **Replacement Roommate:** If a Roommate vacates the Premises before the end of the master lease term, they shall remain responsible for their share of the rent and utilities until a suitable replacement Roommate is found and approved by all remaining Roommates and the Landlord. The vacating Roommate shall be responsible for finding a replacement, subject to the approval of the remaining Roommates and the Landlord. All costs associated with finding a replacement (e.g., advertising, background checks) shall be borne by the vacating Roommate.

c. **Breach of Agreement:** If any Roommate breaches any term of this Agreement or the master lease, the non-breaching Roommates may, after providing written notice of the breach and a reasonable opportunity to cure (not less than _____ days), terminate this Agreement with respect to the breaching Roommate. The breaching Roommate shall remain liable for any damages, unpaid rent, or other costs incurred as a result of their breach.

XIII. AMENDMENTS

This Agreement may only be amended or modified by a written instrument signed by all Roommates.

XIV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

XV. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

XVI. ENTIRE AGREEMENT

This Agreement, including any attached exhibits, constitutes the entire agreement between the Roommates with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

XVII. WAIVER

The failure of any Roommate to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right to enforce it at a later time.

XVIII. HEADINGS

The headings in this Agreement are for convenience only and shall not affect its interpretation.

XIX. NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered to the Roommates at their respective addresses provided in Section I, or to such other address as a Roommate may designate in writing. Notices may be delivered by personal delivery, certified mail (return receipt requested), or email with confirmation of receipt.

XX. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Roommates and their respective heirs, executors, administrators, successors, and permitted assigns.

XXI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XXII. CONSTRUCTION

No provision of this Agreement shall be construed against the drafter merely because such Roommate or their representative drafted the provision.

IN WITNESS WHEREOF, the Roommates have executed this Agreement as of the date first written above.

ROOMMATE 1

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

ROOMMATE 2

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

ROOMMATE 3 (if applicable)

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

ROOMMATE 4 (if applicable)

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____