

ROOMMATES' AGREEMENT

THIS AGREEMENT is entered into on _____, 20_____, by and between the undersigned Roommates.

1. **PREMISES.** The Roommates agree to occupy jointly the residential rental Premises at the following address:

_____.

2. **LEASE AGREEMENT.** All Roommates will sign a Lease agreement to rent the Premises from the following Landlord: _____. The term of the Lease begins on _____, 20_____, and ends on _____, 20_____.

The Roommates agree to abide by the terms of the Lease.

3. **RENT, SECURITY DEPOSIT, AND LATE FEES.** Each Roommate agrees to pay in a timely fashion an equal share of Rent in the sum of \$_____ per month as required by the Lease.

Each Roommate also agrees to pay in a timely fashion an equal share of the Security Deposit in the sum of \$_____.

If Late Fees are assessed for the delinquent payment of Rent or Utilities, the Roommate(s) responsible for the late payment will be solely liable for the Late Fees.

4. **UTILITIES.** Each Roommate agrees to pay in a timely fashion an equal share of all Utilities and other common household expenses (such as cleaning supplies) incurred during the term of the Lease.

5. **COOPERATION.** The Roommates agree that mutual consideration and cooperation are essential to the success of a joint living arrangement. Each Roommate is entitled to make reasonable use of the premises, and agrees that his/her reasonable use will not interfere with the reasonable use of the premises by any other Roommate.

The Roommates agree to exercise care in regard to the furnishings or possessions of other Roommates, to refrain from making unreasonable noise, and to respect the privacy of other Roommates. All Roommates will bear equal responsibility for maintaining the premises in a clean and sightly condition.

Each Roommate will ensure that his/her occasional overnight guest will not interfere with the privacy or reasonable use of the premises by other Roommates. No other person will be permitted to actually reside at the Premises except upon the agreement of all Roommates and then only if otherwise permitted by the Lease.

6. **DAMAGES.** Each Roommate agrees to be solely liable for any loss or damage to the Premises, furnishings, or appliances caused by the negligent or intentional act of that individual Roommate or his/her guests.

7. EARLY MOVE-OUT AND SUBLEASING. Each Roommate agrees that his/her obligations under this Roommates' Agreement and the Lease continue for the full term of the Lease. A Roommate who moves out before the expiration of the Lease term remains fully liable for his/her share of Rent and Utilities through the end of the Lease term unless otherwise agreed in writing by all Roommates (except where a Roommate has been wrongfully evicted, actually or constructively, by other Roommates).

Where permitted by the Lease, a Roommate moving out before the expiration of the Lease term may obtain a Subtenant upon the consent of all other Roommates, consent not to be unreasonably withheld. A Subtenant may not move into the premises until he or she has signed this Roommates' Agreement. In the event of a breach by a Subtenant, the original Roommate remains liable for the full performance of his/her obligations under this Agreement.

8. MOVE-IN AND MOVE-OUT INSPECTIONS. The Roommates agree that upon moving in, they will perform an inspection of the Premises, including photographing the entire Premises and recording the condition of the Premises in writing in the presence of witnesses. Upon moving out, the Roommates will clean and repair the Premises and remove all trash and rubbish, and then repeat the photography and inspection procedures. *(This is to help ensure the refund of the Roommates' Security Deposit.)*

9. ADDITIONAL PROVISIONS: _____

SIGNATURES

DATE

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

NOTE: *It is recommended that the Roommates obtain renter's insurance for their personal property kept on the premises.*

