

Housemate Agreement

This is a legally binding contract among:

_____, Housemate 1

_____, Housemate 2

_____, Housemate 3

_____, Housemate 4

who are, or anticipate being, housemates at the premises located at:

_____.

PURPOSE

1. This agreement is to determine the rights and responsibilities of all those dwelling at this property. Its purpose is to bind them all to the responsibilities set forth herein and to the shares of the costs set forth below.

AMENDMENTS & CONSIDERATION

2. The input of all parties is to be considered, and any changes to this document must be done in a written addendum signed by all parties. Consideration is the exchange of promises contained in this agreement and the parties' agreement to live together and share expenses.

PAYMENT OF RENT

3. All parties are aware that the property mentioned above has is rented for the amount of \$_____ per month, with each party paying the agreed sum of \$_____, which is payable according to the period stated in the lease. If housemates are not paying equal amounts of the rent or utilities, their proportional shares are set forth in paragraph 15 below.
4. All parties understand that they are all responsible for the lease obligations, and that by law, any one of them may be held responsible for the total bill. The full amount of the rent shall be paid to the landlord when due, as well as any late fees and all costs related to any legal action having to be taken.

PAYMENT OF UTILITIES

5. All parties are aware that they are each responsible for a portion of the shared utilities, in addition to the rent amount. These utilities may include electric, water, trash removal, basic phone and basic cable as set forth in the lease for the premises if any.
 - a. All bills are to be paid on a timely basis.
 - b. Each housemate is responsible for his/her own long distance bills, as well as those of his/her guests, and any special cable bills.
 - c. If a shared bill is overdue by more than 30 days, the housemates will decide on an alternate means of payment.
 - d. Bills shall be put in the name of the following housemate(s):

Electric: _____

Heat: _____

Water: _____

Cable: _____

Internet: _____

Other _____: _____

Other _____: _____

Other _____: _____

EARLY TERMINATION OF LEASE

6. If any housemate wishes to be released from their portion of the lease:
 - a. He/she must obtain the landlord's permission if so required by the lease, and must give _____ days' notice to the other housemates, and make all reasonable efforts to find an acceptable replacement for their portion of the property. Until a new housemate has been accepted and has signed a new lease with the landlord and this agreement, however, the initial housemate will still be responsible for all rent, utilities, and other charges until the vacancy is filled.
 - b. Once a new housemate is identified, it is up to the remaining tenants as to whether or not the replacement is approved within _____ days. Any refusal to accept must be reasonable (i.e. - different sex or a smoker is considered reasonable) and acceptance is not to be unreasonably withheld.
 - c. All outstanding charges and debts will be settled before the housemate may be released from his/her obligations under this agreement.
 - d. The departing housemate is responsible for resolving all issues related to his/her portion of the security deposit prior to leaving the premises. Each tenant's signature on this Agreement signifies his/her agreement that any portion of the security deposit that remains with the landlord after the departure of the housemate shall be paid to the remaining housemates unless otherwise agreed in writing between the departing tenant and the landlord.

DOMESTIC RESPONSIBILITIES

- 7. Housemates will be responsible for their own personal room cleaning and laundry.

- 8. The common areas are to be cleaned through a joint effort with responsibilities rotating by week:
 - a. Kitchen
 - b. Bathroom(s)
 - c. Common Living Space
 - d. Yard and/or Trash Removal
 - e. Snow removal
 - Other: _____

The premises will at all times be kept in compliance with local health and safety regulations. The chore rotation shall be as follows: _____

- 9. Housemates will also be responsible for their own cooking and food, unless otherwise agreed upon. All housemates shall pay for basic supplies for the apartment, each paying a fair and equal portion.

PETS AND ANIMALS

- 10. There will be no pets in the apartment at any time. Should one housemate or their guest bring an animal, that individual will be responsible for all charges and penalties incurred as a result of having the pet.

PARTIES AND NOISE

- 11. Parties shall be allowed on weekends, to end at ____ p.m. a.m. (circle one)
Roommates agree to comply with all relevant laws if they host a party on the premises and agree to be responsible for all damages caused by them, their guests and invitees and any persons attending the party whether specifically invited or not. If the lease or the town in which the premises are located contain specific limitations on parties or noise, all housemates agree to comply with such by-laws, regulations, or terms. At all times noise levels will be kept within a reasonable volume, with no housemate causing noises deemed excessive through the playing of stereos, televisions, or instruments louder than necessary to hear within the room being played.

STUDY HOURS

- 12. The hours of ____ to ____ Sunday through Thursday are designated as hours for studying. At this time, the property should be quiet and free from distraction.

LEASE

13. If there is a written lease, all housemates acknowledge that they have received a copy of the lease for the premises and that they all agree to be bound to its terms. Each housemate will comply with all of the lease terms.

CIRCUMSTANCES NOT COVERED BY THIS CONTRACT, ENFORCEMENT

14. Should there be a circumstance encountered by the renters of the property which is not covered by this contract or the lease, the housemates will need to resolve their disagreement in a mature and fair fashion. If the housemates cannot solve the dispute, all parties agree to seek the help of a mediator or an alternative resolution agency. The cost of such alternative dispute resolution (ADR) will also be equally divided between all parties. All parties agree to not resort to emotional, verbal or physical violence and attacks, harassment, and intimidation in order to resolve the conflict. If ADR is not successful in reaching an agreement after a minimum of three sessions, then the conflict may be resolved through court process; jurisdiction will be in Massachusetts in the county where the premises are located.

PROPORTIONAL SHARES

15. If the housemates are not paying equal shares of the rent, utilities and other costs of the premises, their proportional shares are set forth as follows:

Rent %	Utilities%
_____	_____ : Housemate 1
_____	_____ : Housemate 2
_____	_____ : Housemate 3
_____	_____ : Housemate 4

SECURITY DEPOSIT and LAST MONTH’S RENT

16. The housemates have paid the following amounts for the security deposit and last month’s rent; each shall be entitled to the use or return of his/her proportional share.

Security Deposit	Last Month’s Rent
Housemate 1 _____	_____
Housemate 2 _____	_____
Housemate 3 _____	_____
Housemate 4 _____	_____

SIGNATURES

We, the tenants of this property, acknowledge our understanding of this contract as well as its terms and conditions, by our signatures below. We agree to be bound by this agreement. We also understand that our complete agreement is contained within this agreement and our lease; no verbal agreements, statements, or understandings are included.

_____, Housemate 1 Dated: _____

_____, Housemate 2 Dated: _____

_____, Housemate 3 Dated: _____

_____, Housemate 4 Dated: _____