

ROOMMATE AGREEMENT
(Addendum to Rental Agreement)

This agreement amends, is incorporated into, and forms a part of the Rental Agreement dated _____ between _____, Owners, and _____, Tenants.

Tenants, also known here as “Roommates,” desire to rent the premises on a “roommates arrangement.” Owners agree to this arrangement under the following terms and conditions:

Roommate approval and substitution – Every person who wishes to become a Roommate under this Agreement, whether as an original Roommate or as a substituted Roommate, must first submit a Rental Application and be approved by Owners in writing. Owners, at their option, may require substituted Roommates to sign the existing Rental Agreement or may require an entirely new agreement to be signed by the substituted Roommate and the remaining Roommates. Upon substitution of Roommates, Owners may elect to increase the deposit.

Financial responsibility – Each Roommate agrees to be jointly and severally liable to the Owner for the entire rent and the entire amount of any other charges incurred under the Rental Agreement.

Deposits – Roommates agree to pay deposits to Owner in the form of a single certified check or money order. Owner will hold all deposits until the entire dwelling has been vacated completely. Owners may make deposit refunds in the form of a single check made payable jointly to all Roommates with rights to the deposits. This check and the itemized accounting of deposit deductions may be sent to any one of the Roommates with rights to the deposits.

Departing Roommates – Roommates who move out while this Agreement is in effect continue to have financial responsibility under this Agreement unless Owners release them from this responsibility in writing or unless they are replaced by substituted Roommate approved by Owner. Upon being relieved of financial liability, departing Roommate relinquish all right to the deposits.

Maximum number of Roommates allowed – Without the prior written approval of Owner, Roommates may at no time exceed _____ in number.

Guests – Tenants may house any single guest for a maximum period of fourteen days every six months or for whatever other period of time the law allows. Guests may at no time exceed _____ in number.

Communications – Whenever Owners give a notice to one Roommate, it shall be considered as having been communicated to all Roommates. Whenever one Roommate gives a notice to the Owner, it shall be considered as having been communicated from all Roommates.

Owner _____ By _____

Roommate _____ Roommate _____

Roommate _____ Roommate _____

Renting a Home: Who Will Live There? More About Roommates