## **Sample Roommate Agreement**

Alex Andrews, Brian Bates, and Charles Chew are cotenants at Apartment, 360 Capitol Avenue, Oakdale, Kentucky, under a year-long lease that expires on February 1, 200X. They have all signed a lease with the landlord, Reuben Shaw, and have each paid \$300 towards the security deposit of \$900. Alex, Brian, and Charles all agree as follows:

**Rent.** The rent of \$900 per month will be shared equally, at \$300 per person. Alex will write a check for the total month's rent and take it to the manager's office on the first of each month (or the next day if the 1st falls on a holiday). Brian and Charles will pay their share to Alex on or before the due date.

Bedrooms. Alex and Brian will share the large bedroom with the adjacent deck; Charles will have the small bedroom.

Food. Each cotenant is responsible for his own food purchases.

**Cleaning.** Charles will clean his own room; Alex and Brian will clean theirs weekly. The household chores for the rest of the apartment -- living room, dining room, <u>kitchen</u>, and bathroom -- will rotate, with each cotenant responsible for vacuuming, dusting, mopping, and bathroom maintenance on a weekly basis. Each cotenant will promptly <u>clean up</u> after himself in the kitchen. No one will leave dishes in the sink for more than 24 hours, and everyone will promptly clean up when asked.

**Utilities.** Everyone will pay an equal share of the electricity and gas bills. Alex will arrange for service and will pay the bill. Within three days of receiving the bill, Charles and Brian will each pay Alex one-third of the total.

Cable. Alex will arrange for cable service and will pay the monthly bill. All roommates will share the cable bill equally.

**Guests.** Because of the apartment's small size, each tenant agrees to have no more than one overnight guest at a time and to inform the others in advance, if possible. Each cotenant agrees to no more than four guests overnight in a month.

Exam Periods. During mid-term and final exam periods, no cotenant will have overnight guests or parties.

**Smoking.** Smoking will not be allowed in the apartment.

Alcohol. Alcohol is permitted in the apartment.

Pets. Pets will not be allowed in the apartment.

Parties/Entertaining. Create your guidelines for allowing/not allowing parties/entertaining.

**Subletting.** Subletting is allowed only with permission of all roommates.

**Violations of the Agreement.** The cotenants agree that repeated and serious violations of one or more of these understandings will be grounds for any two cotenants to ask the other to leave. If a cotenant is asked to leave, he will do so within two weeks, and will forfeit any outstanding pre-paid rent.

**Leaving Before the Lease Ends.** If a cotenant wants to leave before the lease expires on February 1, 200X, he will give as much notice as possible (and not less than one month) and diligently try to find a replacement tenant who is acceptable to the remaining cotenants and the landlord.

**Security Deposits.** The cotenant who leaves early (voluntarily or involuntarily) will get his share of the security deposit returned, minus costs of unpaid rent, repairs, replacement, and cleaning attributable to the departing tenant, when and if an acceptable cotenant signs the lease and contributes his share to the security deposit. If an acceptable cotenant cannot be found, the departing tenant will not receive any portion of his share of the security deposit until the tenancy of the remaining cotenants is over and the security deposit is refunded, in whole or in part, by the landlord.

**Dispute Resolution.** If a dispute arises concerning this agreement or any aspect of the shared living situation, the cotenants will ask the University Housing Office Mediation Service for assistance before they terminate the cotenancy or initiate a lawsuit. This will involve all three tenants sitting down with a mediator in good faith to try to resolve the problems.

Alex Andrews	Date
Brian Bates	Date
Charles Chew	Date