

SHARED ROOMMATE AGREEMENT FOR ALL TENANTS ON LEASE

IMPORTANT

This contract is a binding document. Before signing it you should read it carefully to ensure that it contains everything you do want and nothing UNACCEPTABLE to you. Legal information provided should be considered general legal information and not legal advice specific to your actual circumstances. If you require legal advice, we recommend you contact a local attorney.

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Roommate Agreement

THIS ROOMMATE AGREEMENT (the “Agreement”) dated this _____ day of _____, 20____

Roommate #1: _____ of _____

Roommate #2: _____ of _____

Roommate #3: _____ of _____

Roommate #4: _____ of _____

(collectively the “Roommates” and individually a “Roommate”)

TERMS

1. The Roommates plan to reside together in the following premises (the “Premises”):

_____.

EXISTING RESIDENTIAL LEASE AGREEMENT

2. The Roommates confirm that they have previously signed a residential lease agreement (the “Lease”) with _____, the landlord(s) (the “Landlord”) of the Premises. The Lease commenced on _____ and ends on _____. This Agreement has the same term as the Lease.
3. The Roommates agree that this Roommate Agreement will exist alongside the Lease. It is intended to set forth the rights and responsibilities that the Roommates have with respect to each other. It does not, in any way, serve to replace or amend the rights and responsibilities arising from the Lease.

4. Execution of this Roommate Agreement does not alter the joint and several liabilities of the tenants under the Lease with the Landlord. However, it may be used if a dispute among the Roommates arises.

RENT

5. The Lease provides the details of the Rent which will be paid equally by the Roommates as required in the Lease.
6. All Roommates agree that if any act or failure to act by any of them results in any late fees or costs for failure to pay rent, including costs of collection, the Roommates who paid late or who did not pay rent will be jointly and severally responsible for all costs and fees of the Roommates who paid on time.

SECURITY DEPOSIT

7. The details regarding security deposit information for the property at the address above are sufficiently dealt with in the Lease. Accordingly, they will not be dealt with in this Agreement.

UTILITIES

8. The following utilities for the Premises will be paid equally by the Roommates as required:

HOUSE RULES

9. All Roommates agree to act reasonably in their dealings with each other and to refrain from any behavior, action or inaction that they know, or reasonably ought to know, will interfere with the other Roommates' enjoyment of their tenancies. All Roommates agree to discuss concerns frankly and in a timely manner, and to refrain from emotional outbursts. Should negotiation become necessary, all Roommates agree to negotiate in good faith. All Roommates agree to respect each other's property, privacy and sleep schedules and to comply with all reasonable requests wherever possible.
10. Despite the intentions of the Roommates that they reside in an environment free from stress and conflict, they acknowledge that conflicts may occur from time to time. Some areas where conflicts can arise include, but are not limited to, smoking, alcohol and other drugs, illegal activities, Roommates, use of stereo and television, quiet hours for studying, parking, use of

personal property, and the behavior of friends and guests. The Roommates have agreed to the following rules.

Smoking

11. All Roommates agree that smoking is not permitted on the Premises.

Illegal Activities

12. All Roommates agree that they will not engage in any illegal activities while on the Premises.

Parties, gatherings, and celebrations

13. The Roommates agree to obtain the appropriate permits and to follow the lease, rules, and regulations of the Landlord, and any governing local ordinances regarding parties, gatherings and celebratory events at the Premises. Consent for such gatherings must be obtained from each Roommate. In the event a roommate to the Agreement does not consent to the gathering, the other Roommates may not hold such an event on the Premises.
14. The Roommate(s) hosting the party, gathering or celebratory event will be responsible for the cleanup and undertakes to engage in the cleanup as soon as is reasonably possible.

Quiet Hours

15. All Roommates agree to observe quiet hours for sleep, study and other purposes on the days and times listed here: Accordingly, all Roommates agree to maintain a noise level on the Premises that will permit the other Roommates the ability to enjoy the use of their private space.
16. If the noise level is such that quiet enjoyment is not possible, the roommate(s) responsible for the noise will not refuse a reasonable request to adjust the noise level such that the requesting roommate can enjoy the use of his or her private space.

Guests

17. Any roommate intending to have a guest stay overnight must obtain permission from the other roommate(s) prior to the stay. Each roommate is responsible for the behavior of his or her guests. Guests will not unreasonably disturb other Roommates. Guests must stay in the bedroom of the roommate who invited them, unless all other Roommates agree that the guest may stay in a shared area.
18. The Roommates further agree that there is no specified maximum number of days that a guest may stay.

- 19. The Roommates agree to follow the lease, and any rules and regulations indicated by the Landlord governing guests.
- 20. Any amendment or alteration of the guest policy as outlined by this Agreement will be in writing, signed by the Roommates.

HOUSEHOLD DUTIES AND RESTRICTIONS

Cleaning

- 21. All Roommates agree to follow reasonable standards of cleanliness in maintaining the private and common areas of the Premises. All Roommates agree that the responsibilities of cleaning and maintenance of the Premises will be divided fairly with specific details to be agreed upon from time to time. This includes cleaning the kitchen, dusting, vacuuming, emptying trash, mopping floors, cleaning bathrooms, and yard work. All Roommates will promptly address any concerns about cleanliness with each other in a polite and professional manner.

Pets

The Roommates agree that the following applies with respect to pets:

Household Costs

- 22. Each Roommate will be responsible for an equal share (per capita) of common household expenses, charges and/or costs, of which amounts will be paid promptly. Any additional charges, costs and/or fees incurred by an individual Roommate will be that individual Roommate’s sole responsibility. Such amounts will be paid promptly by the Roommate incurring them.

TERMINATION OF TENANCY

- 23. This Agreement is terminated upon the termination of the Lease or the unanimous agreement of the Roommates.
- 24. Notice requirements on the termination of tenancy in the Lease are provided in the Lease.

ADDITIONAL TERMS

- 25. _____

26.

27.

28.

29.

30. It is the intention of the Roommates that any obligations and benefits under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of _____, without regard to the jurisdiction in which any action or special proceeding may be instituted.

31. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

- 32. Other than the Lease, this Agreement will constitute the entire agreement between the Roommates. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on any Roommate except to the extent incorporated in this Agreement.
- 33. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Agreement.
- 34. The terms of the Lease will govern where there is any conflict between any terms of this Agreement and the Lease.
- 35. EACH ROOMMATE ACKNOWLEDGES BY THEIR SIGNATURE TO THIS AGREEMENT THAT THEY HAVE READ THIS FULL AGREEMENT, THAT THEY UNDERSTAND ALL IT CONTAINS AND THEY AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

IN WITNESS WHEREOF the parties to this Agreement have duly affixed their signatures on this ____ day of _____, _____.

| | | |
|-----------------------------|------------------------------|---------------|
| _____ Roommate #1: _____ | _____ Witness Name: _____ | _____ Date |
| _____ Roommate #2: _____ | _____ Witness Name: _____ | _____ Date |
| _____ Roommate #3: _____ | _____ Witness Name: _____ | _____ Date |
| _____ Roommate #4: _____ | _____ Witness Name: _____ | _____ Date |