

ROOMMATE AGREEMENT

This Roommate Agreement (Agreement) is made by the following roommates:

(the "Roommates"). The Roommates are co-tenants in the apartment located at _____ (*apartment number, street address, city, and state*) hereafter referred to as the "Apartment".

I. Amount and Method of Payment of Rent

Unless otherwise expressly agreed in writing, each roommate shall be responsible for an equal per capita proportion of rent lawfully owed to the landlord under the terms of the rental agreement, subject to any subsequent lawful rent adjustment. Rent shall be tendered individually by each roommate when due to one designated roommate, who shall submit all rent owed in a timely fashion as per the rental agreement with the landlord) to the landlord or to the landlord's designated agent. (*An alternate provision could be as follows: Rent shall be tendered individually by each roommate when due to the landlord or to the landlord's designated agent.*) The Roommates understand that they are jointly and severally liable for the full amount of the rent, which means that each roommate is responsible to the landlord for the full amount of the Apartment's rent if the other roommates fail to pay their share.

II. Termination of Tenancy by Roommate

Any roommate intending to terminate his or her tenancy shall so inform the remaining roommate(s) in possession, in writing, a minimum of thirty (30) days before vacating the premises. Whenever possible, the vacating roommate shall reasonably assist the remaining roommate(s) in finding a suitable replacement roommate. The vacating roommate shall be responsible for any and all current and outstanding charges, costs, or fees incurred by him or her during the course of his or her tenancy and/or caused as a result of the vacation of his or her tenancy.

III. Household Expenses, Charges and/or Costs

Each roommate shall be responsible for an equal per capita proportion of common household expenses, charges and/or costs, which amounts shall be paid promptly. Any additional charges, costs and/or fees incurred by an individual roommate shall be that individual roommate's sole responsibility. Such amounts shall be paid promptly by the roommate incurring them. (*An alternate provision could be as follows:*

Utility and Telephone Charges. Each roommate agrees to pay _____ % of the utility charges which includes gas, electricity, and water. Each roommate will pay _____ %

of the monthly telephone service charges and will pay for all of those telephone charges for which s/he is directly and individually responsible.)

IV. Guests

Upon reasonable oral or written notice to the other roommate(s), a roommate may have an overnight guest stay in his/her room for a continuous period of up to seven (7) days. A minimum of twenty-four (24) hours shall be deemed to be reasonable notice in absence of evidence to the contrary. The "host" roommate shall be responsible for the actions and conduct of his or her guest. The "host" roommate's guest may remain beyond seven (7) days only with the express consent of the other roommate(s). If at any time the guest substantially interferes with the comfort, safety or enjoyment of the other roommate(s), any roommate may revoke said guest's license by expressly informing the "host" roommate and/or the guest that the guest's permission to stay in the rental unit has been revoked, along with the reason(s) for this revocation. After said guest and/or the "host" roommate have been so informed, eight (8) hours shall be deemed a reasonable amount of time for the guest to vacate the rental unit, in the absence of substantial cause to the contrary (e.g., serious emergency, accident, etc.).

V. Involuntary Termination of Roommate Tenancy

Notwithstanding any other provision of law, no roommate shall be asked or required by another roommate to involuntarily terminate his/her tenancy unless:

1. The roommate has failed to pay:
 - a) his or her portion of the rent to which the landlord is lawfully entitled under the rental agreement,
 - b) his or her agreed proportion of common household expenses, charges and/or costs, or
 - c) any individually incurred expenses, charges and/or fees whose late- or non-payment will adversely affect the other roommate(s) (e.g., personal telephone bills); or
2. The roommate is committing or permitting to exist a substantial nuisance in, or is causing significant damage to, the rental unit, or is creating or permitting to exist a substantial interference with the comfort, safety or enjoyment of the landlord and/or the other roommate(s), and the nature of such nuisance, damage or interference is specifically stated in writing by the landlord or the other roommate(s) and is not reasonable corrected or correctable; or
3. The roommate has violated a lawful obligation or covenant enumerated in the rental agreement between the landlord and roommate(s) without the express permission of the landlord or other roommate(s); or
4. The roommate substantially violates any express material agreement which may be created between him/her and the other roommate(s), on, or subsequent to, the roommate's

occupancy, including, but not limited to, the terms of this agreement.

VI. Security Deposit. The total security deposit for the Apartment is \$_____. Each Roommate has paid the following amount(s):

_____. Each Roommate will receive a his/her share of the deposit when the landlord returns it at the end of the tenancy. Any deductions from the deposit shall be shared by all the Roommates in proportion to the amount of deposit paid; however, any damage caused by one of the Roommates shall be paid only by that Roommate.

VII. Living Arrangements. The bedroom(s) will be allocated as follows:

_____. Special "house rules" about sharing space, furniture, appliances, and food in the Apartment are:

VIII. Household Chores. The Roommates will divide all household chores as follows:

IX. Smoking. [] Smoking is allowed in the Apartment, or
[] Smoking is not allowed in the Apartment.

X. Alcohol. [] Alcohol is allowed in the Apartment, or
[] Alcohol is not allowed in the Apartment.

WITNESS OUR SIGNATURES this the ____ day of _____, 20____.

ROOMMATE

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