

Roommate Agreement

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ROOMMATE AGREEMENT

This Roommate Agreement ("Agreement") is entered into on [DATE] by and among the persons listed below (each a "Roommate" and collectively, the "Roommates"). This Agreement sets forth the terms and conditions under which the Roommates will share the residential premises described below.

1. PARTIES AND PREMISES

1.1 Parties: The Roommates are:

- a. [ROOMMATE 1 NAME], residing at [ROOMMATE 1 ADDRESS] ("Roommate 1");
- b. [ROOMMATE 2 NAME], residing at [ROOMMATE 2 ADDRESS] ("Roommate 2");
- c. [ROOMMATE 3 NAME], residing at [ROOMMATE 3 ADDRESS] ("Roommate 3");
- d. [ROOMMATE 4 NAME], residing at [ROOMMATE 4 ADDRESS] ("Roommate 4").

1.2 Premises: The shared residence is located at [FULL ADDRESS OF RENTAL PROPERTY], [CITY], [STATE] [ZIP] (the "Premises").

1.3 Landlord: The landlord of the Premises (if applicable) is [LANDLORD NAME], reachable at [LANDLORD PHONE] or [LANDLORD EMAIL]. This Agreement does not replace or alter the lease between the Roommates (or any of them) and the landlord; to the extent this Agreement conflicts with the landlord's lease, the landlord's lease controls.

2. TERM

2.1 Term: The term of this Agreement begins on [START DATE] and continues month-to-month until terminated in accordance with Section 15, or until [END DATE] if a fixed term is specified.

3. ALLOCATION OF ROOMS

3.1 Assigned Rooms: Bedrooms and private spaces are assigned as follows: [ROOM/ADDRESS/ASSIGNMENT DETAILS]. Any changes to room assignments must be agreed in writing by all Roommates.

4. RENT

4.1 Total Rent: The total monthly rent for the Premises is \$[TOTAL RENT AMOUNT], payable to [PAYEE NAME] ("Payee") in the manner specified by the landlord or as set forth herein.

4.2 Rent Share: Each Roommate shall pay the following portion of the total rent:

- a. [ROOMMATE 1 NAME]: \$[AMOUNT] or [% PERCENTAGE]
- b. [ROOMMATE 2 NAME]: \$[AMOUNT] or [% PERCENTAGE]
- c. [ROOMMATE 3 NAME]: \$[AMOUNT] or [% PERCENTAGE]
- d. [ROOMMATE 4 NAME]: \$[AMOUNT] or [% PERCENTAGE]

4.3 Due Date and Method: Rent is due on the [DAY] day of each month and shall be paid by [METHOD] (e.g., bank transfer, check, Venmo) to [PAYEE DETAILS].

4.4 Late Payments: A late fee of \$[AMOUNT] (or [% PERCENTAGE] of the overdue amount) will be assessed for payments received after [NUMBER] days past the due date.

5. UTILITIES AND SHARED EXPENSES

5.1 Utilities Included: Utilities included in rent: [LIST UTILITIES].

5.2 Utilities Not Included: Utilities not included in rent and to be shared: [LIST UTILITIES].

5.3 Allocation and Payment: Shared utilities and recurring household expenses shall be allocated as follows: [EXPLAIN ALLOCATION, e.g., equally, by bedroom size, by percentage]. Payment responsibility and due dates: [DETAILS].

5.4 One-Time or Shared Purchases: Supplies (toilet paper, cleaning supplies, light bulbs) shall be shared and purchased as follows: [DETAILS].

6. SECURITY DEPOSIT

6.1 Deposit Amount: The security deposit held by the landlord (or by the Roommates collectively) is \$[DEPOSIT AMOUNT].

6.2 Deposit Responsibilities: Allocation of responsibility for the deposit is as follows: [DETAILS, e.g., each Roommate pays an equal share, or percentages].

6.3 Return of Deposit: The deposit will be returned and distributed among the Roommates after deductions for damages, unpaid rent, or other lawful charges in accordance with the landlord's lease and applicable law. Any disputes regarding deductions will be resolved as set forth in Section 16.

7. USE OF PREMISES & HOUSE RULES

7.1 Use: The Premises shall be used for residential purposes only. No illegal activity is permitted.

7.2 House Rules: The Roommates agree to the following house rules: quiet hours [TIME RANGE], guest policy [DETAILS], cleaning schedule [DETAILS], smoking policy [ALLOWED/NOT ALLOWED], and pet policy [ALLOWED/NOT ALLOWED/CONDITIONS].

7.3 Changes to Rules: Any change to house rules must be approved in writing by [ALL/MAJORITY] of the Roommates.

8. MAINTENANCE, REPAIRS & CLEANING

8.1 Routine Maintenance: Each Roommate is responsible for keeping their personal area clean. Common areas shall be maintained according to the agreed cleaning schedule.

8.2 Repairs: Routine repairs under \$[AMOUNT] shall be paid by [SPECIFY ALLOCATION]. Repairs exceeding \$[AMOUNT] require advance approval by [ALL/MAJORITY] Roommates.

8.3 Reporting: Damage or needed repairs must be reported promptly to the landlord and the Roommates.

9. PERSONAL PROPERTY

9.1 Ownership: Personal property remains the property of the Roommate who purchased or brought it. Shared items shall be designated and documented in an inventory attached as Addendum A.

9.2 Borrowing: Borrowing another Roommate's property requires prior consent. Damage to borrowed property shall be the responsibility of the borrower.

10. KEYS, LOCKS AND SECURITY

10.1 Keys: Each Roommate shall be issued keys as follows: [DETAILS]. Duplication of keys is not permitted without consent of the Roommates and landlord if required.

10.2 Locks: No locks or additional security devices shall be installed without consent of the landlord and the Roommates. If a lock is changed, duplicate keys shall be provided to all Roommates and the landlord.

11. GUESTS AND SUBLETTING

11.1 Guests: Short-term guests (less than [NUMBER] consecutive nights) are permitted unless otherwise restricted. Overnight guest limits and extended guest policies: [DETAILS].

11.2 Subletting: Subletting or assigning a Roommate's room requires written consent of [ALL/MAJORITY] Roommates and compliance with the landlord's lease.

12. PETS

12.1 Pets: Pets are [ALLOWED/NOT ALLOWED]. If allowed, any pet must be approved by [ALL/MAJORITY] Roommates and comply with landlord rules, breed and size limits, fees, and responsibility for damages and cleaning.

13. NOISE AND CONDUCT

13.1 Noise: Roommates agree to observe quiet hours [TIME RANGE] and to be respectful of each other's study, work, and sleep schedules.

13.2 Conduct: Each Roommate will act in a manner that does not create a nuisance or violate the law or the landlord's lease.

14. INSURANCE

14.1 Renters Insurance: Each Roommate is encouraged to obtain renters insurance for personal property and liability. Roommates agree that personal property damage and personal liability are the responsibility of the individual Roommate unless caused by shared negligence.

15. DEFAULT AND REMEDIES

15.1 Default: A Roommate is in default if they fail to pay rent or utilities, materially breach this Agreement, or fail to perform required duties after written notice and a [NUMBER]-day opportunity to cure.

15.2 Remedies: Remedies may include requiring payment, reallocation of responsibilities, mediation, arbitration, or termination of occupancy. The non-breaching Roommates may pursue available legal remedies including seeking damages.

16. TERMINATION AND MOVE-OUT

16.1 Termination by Agreement: This Agreement may be terminated by written agreement of all Roommates or in accordance with the landlord's lease.

16.2 Notice: A Roommate who intends to move out must provide written notice to the other Roommates and the landlord at least [NUMBER] days prior to moving.

16.3 Move-Out Condition: The departing Roommate must leave the Premises clean and in good condition, ordinary wear and tear excepted. Costs for repairs or cleaning caused by the departing Roommate will be allocated to that Roommate.

16.4 Security Deposit Distribution: After move-out and landlord accounting, security deposit return or deductions will be handled per Section 6.

17. DISPUTE RESOLUTION

17.1 Negotiation: The Roommates agree to first attempt to resolve disputes informally through discussion.

17.2 Mediation: If informal discussions fail, the Roommates agree to submit the dispute to mediation with a mutually agreed mediator in [CITY], [STATE].

17.3 Arbitration: If mediation fails, the dispute may be resolved by binding arbitration in accordance with the rules of [ARBITRATION ORGANIZATION] in [CITY], [STATE], unless otherwise required by law.

17.4 Fees: Mediation and arbitration fees shall be allocated as agreed or as decided by the mediator/arbitrator.

18. LIABILITY AND INDEMNIFICATION

18.1 Liability: Each Roommate is responsible for their own negligence and misconduct. Roommates are not liable for the acts of the landlord or third parties.

18.2 Indemnification: Each Roommate agrees to indemnify and hold harmless the other Roommates from any claims, losses, or liabilities arising from the indemnifying Roommate's negligence or willful misconduct.

19. MISCELLANEOUS

19.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].

19.2 Severability: If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect.

19.3 Entire Agreement: This Agreement constitutes the entire agreement among the Roommates

regarding the subject matter and supersedes all prior oral or written agreements.

19.4 Amendments: Any amendment to this Agreement must be in writing and signed by [ALL/MAJORITY] of the Roommates.

19.5 Notices: Notices required under this Agreement shall be in writing and delivered to each Roommate at their address listed in Section 1 or by email to the address provided: [ROOMMATE EMAILS].

20. ADDENDA

20.1 Inventory/Addendum A: An inventory of shared property and initial condition report is attached as Addendum A.

20.2 Additional Terms: Any additional terms or special provisions should be attached as Addendum B and initialed by all Roommates.

SIGNATURES

By signing below, each Roommate acknowledges that they have read, understand, and agree to abide by the terms of this Agreement.

Roommate 1:

Name: [ROOMMATE 1 NAME]

Signature: _____

Date: [DATE]

Roommate 2:

Name: [ROOMMATE 2 NAME]

Signature: _____

Date: [DATE]

Roommate 3:

Name: [ROOMMATE 3 NAME]

Signature: _____

Date: [DATE]

Roommate 4:

Name: [ROOMMATE 4 NAME]

Signature: _____

Date: [DATE]

Landlord Acknowledgment (Optional):

I, [LANDLORD NAME], acknowledge that I have received a copy of this Roommate Agreement and that it does not alter the terms of the lease between the landlord and the tenants unless expressly agreed in writing.

Landlord:

Name: [LANDLORD NAME]

Signature: _____

Date: [DATE]

[END OF DOCUMENT]