

Sample Roommate Agreement

This agreement made on _____, 20____, is a contract between:

_____,
_____,
_____, and
_____.

The individuals above have signed a lease for the premises at

_____ (address) and plan to live there together. A copy of the lease is attached to this agreement. The term of this agreement shall be the same as the lease. The dates of the signed lease are as follows: _____ to _____.

A security or damage deposit of \$_____ was paid to

_____, (owner/manager) of the above premises, and the parties wish to provide for the sharing of responsibilities in renting the above premises.

Each of the undersigned understands and accepts written responsibility for this agreement. The agreement is intended to promote positive communication, mutual expectations, and respect. It is, therefore, agreed that:

1. Each of the parties agrees to follow the rules and conditions set out in the attached lease.
2. To each pay 1/ _____ of the following expenses incurred in renting this premises. (Check if applicable)

_____ Rent (\$/ month)
_____ Electricity
_____ Utilities
_____ General maintenance and upkeep
_____ Damages not due to negligence of any person
_____ Other _____

3. That 1/ _____ of the security deposit is the property of each of us.
4. To remain a resident of the premises during the term of the lease, or to continue to pay tenant's share of the rent during the term, unless:
 - a. the person at their own expense, locates a tenant to sublet their share, the new tenant being acceptable to other parties of this agreement; and
 - b. written consent to sublet is obtained from the owner/manager of the premises (if that is required in the lease).

5. Late Payments and Penalties: Any late fees will be incurred by the person(s) making the late payments. If any one individual, either by doing something (e.g., causing damage) or failing to do something (e.g., failing to make rent or utility payments), causes any other individual to pay more than their share of ONE/_____ (1/number of tenants) the expense, that individual will be financially liable to the others for their expenses.

6. Damages: Each roommate will take individual responsibility for any damage done to the apartment that he/she causes. He/she will either repair this damage prior to moving out or refund the security deposit to the roommates for the amount deducted for the damage. Otherwise, the remainder of the returned security deposit will be equally returned to each renter.

7. If there is a problem with something happening in the dwelling, roommates agree to communicate with each other by:

8. Right to Use and Enjoyment: As a party to this agreement I realize that I, as well as each of my roommates, have equal right to the use of the space and facilities in the dwelling with the exception of the areas we have designated as individual's private space.

9. I agree to the following arrangements regarding:

Food/Shopping

Cleanliness/Tidiness

Sharing of Personal Belongings

Smoking, Drinking Alcohol, Drugs

Parties, Entertaining, Overnight Guests and Visitors

Noise, Quiet Times, Study Times

Privacy

Pets

Other

Signed by:

Date:

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This roommate contract is provided for the mutual benefit of roommates, and does not constitute legal advice. If you need legal advice, you must contact an attorney.