

## *Co-Tenancy Agreement*

This agreement was reached on \_\_\_\_\_, 20\_\_\_\_ between  
(among) the following persons:

Print name: \_\_\_\_\_ Rent amount: \_\_\_\_\_

These persons shall from now on in this agreement be called "Co-Tenants."

We have agreed to rent an apartment or house at \_\_\_\_\_ called  
from now on in this agreement "the dwelling," from \_\_\_\_\_,  
(from now on in this agreement called "the landlord"), for a term lasting from  
\_\_\_\_\_, 20\_\_\_\_\_ through \_\_\_\_\_,  
20\_\_\_\_, at a total monthly rental of \$\_\_\_\_\_. We do/do not have a lease with the  
landlord. a copy of all written agreements with the landlord is attached. A security or damage  
deposit totaling \$\_\_\_\_\_ was paid to  
\_\_\_\_\_, owner or manager of the dwelling.

### WE AGREE THAT:

1. **Lease and Rules:** Each co-tenant agrees to abide by the terms of any lease or agreement entered into with the landlord, and by all rules, and conditions set out in the lease or in any other document and the local laws and ordinances where the dwelling is located. (*Attached is a copy of any rules, regulations, and conditions provided by the landlord.*)
2. **Rent:** Each co-tenant agrees to pay his/her share of the rent as set forth in the first paragraph of this agreement and also paragraph 13 of this agreement.
3. **Expenses:** Each co-tenant agrees to pay one-\_\_\_\_\_ (1/\_\_\_\_\_) (fill in the number of co-tenants) of the following expenses in relation to renting the dwelling:

check off all that apply:

- a. \_\_\_utilities (electricity, gas, fuel oil, garbage, water) -- circle all that apply
- b. \_\_\_telephone service
- c. \_\_\_food

d. \_\_\_ damage for which no single co-tenant can be blamed

e. \_\_\_ general maintenance and upkeep

f. \_\_\_ repairs and improvements (subject to paragraph 9 below)

g. \_\_\_ other: \_\_\_\_\_  
\_\_\_\_\_

**4. Terminating Tenancy:** Each co-tenant agrees to remain a resident of the premises during the full term of the tenancy with the landlord, and to continue to pay his/her share of all of the payments under this agreement unless either of the following conditions occur:

a. The co-tenant (to be called from now on in this agreement "the old tenant"), at his/her own expense, locates another tenant (to be called from now on in this agreement "the new tenant") to take over the old tenant's share. The new tenant will not be permitted unless the new tenant is acceptable to all the other co-tenants. But the co-tenants agree that they will not be unreasonable in refusing to consent to a new tenant. The new tenant must sign all copies of this agreement he/she is asked to and be bound by the terms of this agreement.

b. The other co-tenants agree in writing to release the old tenant from this agreement.

**5. Damage Claim:** Each co-tenant is responsible for his/her proportionate share of any claim for damages made by the landlord.

**6. Security or Damage Deposit:** The co-tenants agree that their claim to the security deposit or any remainder that the landlord may refund is to be shared pro rata.

**7. Damage by Co-Tenant:** Each co-tenant shall be totally liable for damage he/she causes or is caused by his/her guest or his/her pet, subject to paragraph 10 of this agreement.

**8. Long Distance Telephone:** Each co-tenant shall keep a record of his/her own long distance telephone calls and shall pay for his/her own long distance telephone calls.

**9. Repairs and Improvements:** No repairs or improvements to the dwelling in excess of \$\_\_\_\_\_ shall be undertaken unless unanimously agreed to in writing by the co-tenants.

**10. Pets:** Co-tenants shall abide by the pet rules established by the landlord and the locality where the dwelling is located.

**11. House Rules:** The co-tenants agree to be bound by the house rules attached to this agreement. (Attached house rules dealing with anything, e.g., rules regarding overnight guests, electronic equipment, and parties.)

**12. Agreement with Landlord:** This agreement in no way modifies the agreement between the landlord and the co-tenants. This agreement only defines the relationship among or between the co-tenant.

13. **Payments:** If for any reason at all a co-tenant does not pay his/her pro rata share of any of the payments this agreement calls for or if a co-tenant does not pay the rent to the landlord for any reason at all, the following shall happen: each co-tenant may have to make up the whole or part of the whole difference. If that difference or part difference is paid by a co-tenant in excess of his/her pro rata share, he/she is entitled to get that money back from all of the other co-tenants.

14. **Survival:** Even if some party to this agreement breaks this agreement, this agreement shall remain in effect for all parties to this agreement unless released under paragraph 4 of this agreement. This agreement can only be cancelled or changed in writing signed by all co-tenants and all new tenants, but the signatures of old tenants (as that term is used in paragraph 4(a) of this agreement) shall not be necessary. This does not mean that anyone has the right to throw anyone else out of the dwelling without due process.

15. **Cancellation:** All previous co-tenancy agreements between these same parties are cancelled, but any money any party owes any other party under such agreement is still owed. the party who owes such money agrees to pay it to the party he/she owes it to.

*Make enough copies of this agreement for everyone to have a copy with all original signatures and put original signatures on each of those copies.*

Signatures:

Co-Tenant: \_\_\_\_\_

Co-Tenant: \_\_\_\_\_

Co-Tenant: \_\_\_\_\_

Co-Tenant: \_\_\_\_\_

Co-Tenant: \_\_\_\_\_

Co-Tenant: \_\_\_\_\_

Date: \_\_\_\_\_