

# ROOMMATE CONTRACT

This document is designed to provide its users the opportunity to establish some guidelines related to the details of their living arrangements. Users are encouraged to spend quality time discussing each section, being as forthright and honest with their opinions as possible.

This agreement made on \_\_\_\_\_ 20\_\_\_\_ is a contract between roommates: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, co-tenants at (Address of Unit): \_\_\_\_\_.

We understand that we are entering into a legally binding agreement with the roommates above. We also understand that we, as a group and as individuals, are responsible to our landlord, the utility companies, the telephone company and each other.

## TERM OR PERIOD OF AGREEMENT

This agreement is to begin on \_\_\_\_\_ for a term lasting from \_\_\_\_\_ to \_\_\_\_\_. We fully understand and accept the rules and responsibilities of this agreement.

## SECURITY DEPOSIT

The security deposit for the dwelling unit is \$ \_\_\_\_\_. Each of us will be responsible for a share in the amount of \$ \_\_\_\_\_. We understand that this amount will be returned, less our share of any amount deducted by the landlord for unpaid rent, and/or damages. We accept responsibility for damages that we, our guests, family, and pet(s) causes and will reimburse our roommate(s) for the part of their security deposit withheld for those damages within 30 days of the date of deduction.

## RENT

The total rent according to the terms of our lease agreement with our landlord for the dwelling is \$ \_\_\_\_\_ per month. We agree to each pay 1/\_\_\_\_ of the monthly rent. This amount equals \$ \_\_\_\_\_. The rent will be paid on the \_\_\_\_ day of the month by (designate person) \_\_\_\_\_. This person will also be responsible for obtaining a receipt from the landlord showing that the rent was paid. We understand that as a group, and as individuals, we are responsible to our landlord for the total rent for the term of the agreement. If any of the roommates cannot pay their portion of the rent by the date it is due, the roommate who cannot pay or pays late will be responsible for any late charges accrued and consequences thereof.

## UTILITIES

We each agree to pay \_\_\_\_\_% of all bills (to include gas, utilities, water, the fixed monthly telephone charge, cable, deposits and/or hook-up charges for all utilities). We accept responsibility for prompt payment of our portions of the bills, including any long distance calls and taxes, within 10 days of receiving the bill. Each roommate is also responsible for the long distance calls placed by their friends or relatives. The utility bills will be paid by (designated person) \_\_\_\_\_ by the due date on each bill.

Check all services that roommates will share responsibility for:

<input type="checkbox"/>	Gas Heating	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	Trash Pickup
<input type="checkbox"/>	Gas Cooking	<input type="checkbox"/>	Internet Access	<input type="checkbox"/>	Yard Work
<input type="checkbox"/>	Electric	<input type="checkbox"/>	Cable/Satellite TV	<input type="checkbox"/>	Renter's Insurance
<input type="checkbox"/>	Water	<input type="checkbox"/>	Newspaper	<input type="checkbox"/>	

Services that roommates will be responsible for individually:

<input type="checkbox"/>	Parking	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	Newspaper
<input type="checkbox"/>	Internet Access	<input type="checkbox"/>	Cable/Satellite TV	<input type="checkbox"/>	Pet Care

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## MOVING OUT

If, for whatever reason, one of the roommates moves out of the dwelling, they will give the other tenants and the landlord a minimum of 60 days written advance notice. The person moving out early will pay their portion of the monthly rent and utilities for the entire 60 day period, even if leaving sooner. The exception will be if a new roommate moves in before the 60-day period is up.

It is primarily the responsibility of the departing roommate to find a replacement and to look for a replacement that is acceptable to the present roommates and landlord. While the remaining roommates and landlord will have ultimate approval of any new roommate, they understand the need to be reasonable in accepting a replacement roommate.

If a new roommate moves in, all roommates and the landlord must approve, and the new roommate must sign his/her name to this contract. The new roommate is obligated to pay a deposit equal to the amount described above in the "Security Deposit" section prior to moving in. This money will be paid directly to the departing roommate. A forwarding address, in writing, should be provided for purposes of security deposit disposition.

If moving out of the dwelling and a replacement roommate has not been found, a refund of the security deposit will need to wait until the end of the lease term, or until a replacement roommate is found. Until a replacement roommate signs on the lease, and/or the landlord removes the departing roommate from the lease, the departing roommate is not released from certain legal responsibilities to the landlord or to the other roommates, including for rent and possible apartment damages.

## MEDIATION

If any of the roommates breaches this contract, all roommates agree to first try to resolve the dispute through mediation. A neutral third party will be mutually agreed upon to act as mediator. If this is unsuccessful, or not possible, then the roommate(s) have the option to pursue legal action.

If, at the end of the lease period, the roommates do not wish to continue to live together but both/all wish to remain in the above named residence, a neutral third party will be mutually agreed upon to draw the name of the roommate who will retain the right of sole occupancy. If no agreement can be reached, the landlord or an agent shall serve in this capacity and draw in the presence of both/all parties. The person(s) who lose(s) will vacate the dwelling within 30 days of the decision.

## RESPECT

Respect shall be the cornerstone for all other categories of this agreement, and for successful housing sharing in general. This respect shall include: Politeness to each other, and to each other's guests; No talking about confidential roommate matters to others; No posting roommate's personal information or pictures on MySpace, Facebook, YouTube, or any other website; Respect for each other's religious beliefs and practices. In addition, respect shall be given to the community in which the rental resides. Be a Good Neighbor by following the law and abiding by city ordinances

In addition, we agree to the following arrangements regarding:

### Food/Cooking/Kitchen Supplies/Kitchen Clean-up:

Draw up specific rules about who is responsible for buying kitchen supplies and food staples; decide if turns will be taken cooking meals and washing dishes; set down rules about food sharing; or set general rules like "all dirty dishes must be washed and put away promptly – not left in the sink."

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# ROOMMATE CONTRACT

## Cleanliness/Cleaning Supplies/Cleaning Responsibilities:

Draw up specific rules about who is responsible for keeping which rooms clean; set a cleaning schedule; or set general house rules like "no clothes on the floor in open areas" or "shoes must be removed upon entering."

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## Privacy/Guests/Overnight Guests/Family:

Roommates are entitled to bring visitors into their room or apartment, but it's important not to abuse this privilege. You might set some rules about overnight guests-- both the platonic kind and the romantic kind. (Test to see how well insulated the apartment walls are.) You might also set rules about the frequency of guests & duration of their stay. You don't want any guest to become an unofficial resident, who lives rent & chore free, while eating your food. Are rules different for family members? Make sure to clarify what you all want the rules to be.

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## Sharing of Personal Items:

Roommates agree to refrain from borrowing personal property without prior approval. Exceptions to this should be clearly stated, with the roommate's reserving the right to change their minds about the sharing of items. If damage is done to personal property, the roommate responsible for the damage will be held liable. If clothes are borrowed, with permission, the borrower is expected to return the items cleaned.

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## Noise/Study Times & Space:

If there are times when you want the room or apartment to be quiet---for sleep, studying, prayer, or whatever-- put this in your contract. Discuss what constitutes noise -- must the TV or radio be turned off, are no guests allowed over, etc. Discuss how much you plan to use the apartment as a study area, or for holding study groups, or if quiet-loving roommates are expected to study in the library.

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## Smoking, Drinking, Drugs:

Openly Share your preferences and concerns about what is and isn't allowed in the apartment. Might you be responsible for a guest drinking & driving? What about second hand smoke or use of illegal substances?

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# ROOMMATE CONTRACT

## Parties/Entertaining:

Set ground rules for advance notice, frequency, maximum number of guests, off-limit rooms, parties on school nights, and morning after clean-up. Maybe the host must spring for a maid to clean up the mess.

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## Pets/Allergies:

This can be a life threatening issue. Put in writing any serious allergies your roommates should be aware of, and what to do if you are exposed. This might also be an opportunity to disclose any other health concerns. If your lease allows pets, discuss your preferences and identify who will be responsible for feeding, walking, and cleaning up after the pet.

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## ADDITIONAL REMARKS:

(Attach additional sheets if necessary to address other issues such as security, furniture, appliances):

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As party to this agreement I realize that I, as well as each of my roommates, have equal rights to the use of the space and facilities in the dwelling with the exception of the areas we have designated as each one's private space. This agreement is intended to promote harmony between roommates by clarifying the expectations and responsibilities of roommates to each other. ANY OF THESE PROVISIONS MAY BE CHANGED BY WRITTEN MUTUAL CONSENT. THIS IS AN AGREEMENT BETWEEN THE ROOMMATES AND DOES NOT AFFECT THE LANDLORD'S RIGHTS AND LIABILITIES UNDER THE LEASE.

Each roommate should sign below and receive an original copy.

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Roommate 1 signature & date

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Roommate 2 signature & date

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Roommate 3 signature & date

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Roommate 4 signature & date

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Roommate 5 signature & date