Roommate Agreement

This agreement is made between ________________________________ as “Co-tenants” for the lease of the property located at ____________________________ for the term of __________________ through __________________. All co-tenants have signed a rental agreement with ____________________________ hereby referred to as “Landlord” and have agreed to pay a monthly rental rate of $__________ due on the ________ of each month, and have each paid $__________ towards the total security deposit of $__________. Each co-tenant hereby acknowledges and agrees to the following:

1. **Rent.** Monthly rent will be: ☐ shared equally, at $__________ per person or ☐ shared as follows:_________________________. Such shared amounts shall be paid in advance of the rent due date to one co-tenant who agrees to in-turn, write one check for the entire rent amount to be delivered to the landlord by the ________ of each month.

2. **Bedrooms.** Rooms shall be occupied as follows:_________________________.

3. **Condition of the Premises.** Each co-tenant understands and agrees to be jointly and individually responsible for the maintenance and physical upkeep of the property. In the event that damages are caused, all co-tenants shall bare the responsibility of the remedy.

4. **Utilities.** The payment of applicable utilities including gas, electric, water, sewer, trash, telephone and cable shall be the joint responsibility of all co-tenants and shall be paid as follows:_________________________.

5. **Guests.** Each co-tenant understands that they are responsible for the actions of all guests or invitees at all times and shall not allow another to take occupancy for any length of time without the written consent of all co-tenants and the Landlord.

6. **Leaving Before the Lease Ends.** If a co-tenant wants to leave before the aforementioned lease expiration date, he/she hereby agrees to give a minimum of 30 days notice and shall diligently try to find a replacement tenant who is acceptable to the remaining co-tenants and the Landlord. If such leave is prior to the end of the lease term, the remaining co-tenants shall be responsible for the entire amount of rent due unless and until a qualified replacement tenant is approved by the Landlord. Any dispute over the vacating tenant’s prorational responsibility shall be the concern of all co-tenants and shall not include the involvement of the Landlord. All co-tenants understand that moving out without the knowledge and consent of the Landlord constitutes a breach of the rental agreement thereby authorizing the Landlord to exercise the right to terminate the lease altogether and evict all co-tenants.

7. **Adding a New Roommate.** Whether or not additional tenants shall be added to the rental agreement is the sole discretion of the Landlord.

8. **Security Deposits.** The co-tenant who leaves early (voluntarily or involuntarily) will get his share of the security deposit returned, minus costs of rent, repairs, replacement and cleaning attributable to the departing tenant, when and if an acceptable co-tenant signs the lease and contributes his share to the security deposit. If an acceptable co-tenant cannot be found, the departing tenant will not receive any portion of his share of the security deposit until the tenancy of the remaining co-tenants is over and the security deposit is refunded (or not) by the landlord. Any security deposit balance distributed at the end of the lease term shall be disbursed in the form of a check and made payable in the names of all the co-tenants who are the most recently recorded payees of the deposit.

9. **Dispute Resolution.** If a dispute arises concerning this agreement or any aspect of the shared living situation, the Landlord shall not be involved in the remedy. The co-tenants will in good faith, seek mediation or other available assistance to resolve the problem(s) before terminating the co-tenancy or initiating a lawsuit.

10. **Violations of the Agreement.** The co-tenants agree that repeated and serious violations of one or more of these understandings will be grounds for any two co-tenants to ask the other to leave. If a co-tenant is asked to leave, he/she will do so within two weeks or as otherwise requested by the remaining co-tenants, and will forfeit any outstanding pre-paid rent.

_________________________  ____________________________  ____________________________  ____________________________
Tenant  Tenant  Tenant  Tenant
_________________________  ____________________________  ____________________________  ____________________________
Date  Date  Date  Date