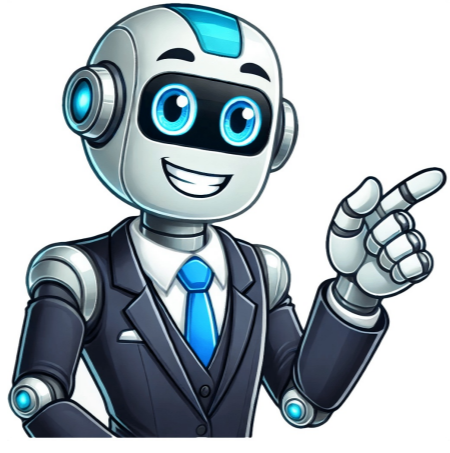


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Roommate contracts examples

ROOMMATE AGREEMENT 1. THE PARTIES. This Roommate Agreement (the "Agreement") made on [MM/DD/YYYY] is between: Roommate Name: [ROOMMATE (1) NAME] Roommate Name: [ROOMMATE (2) NAME] Roommate Name: [ROOMMATE (3) NAME] Roommate Name: [ROOMMATE (4) NAME] Each is a "Roommate" and collectively referred to as the "Roommates". The Roommates are tenants/occupants at the property located at [PROPERTY ADDRESS] (the "Premises"). The Premises are subject to a rental agreement signed by one (1) or more Roommates with [LANDLORD NAME]. 2. TERM. The Roommates shall occupy the space for a term beginning on [MM/DD/YYYY] and ending on [MM/DD/YYYY] (the "Lease Term"). 3. RENT. The total monthly rent is \$[AMOUNT] (the "Rent"). Each Roommate will pay their share of the Rent in the following amounts: [ROOMMATE (1) NAME] will pay \$[AMOUNT] towards the total Rent. [ROOMMATE (2) NAME] will pay \$[AMOUNT] towards the total Rent. [ROOMMATE (3) NAME] will pay \$[AMOUNT] towards the total Rent. [ROOMMATE (4) NAME] will pay \$[AMOUNT] towards the total Rent. 4. UTILITIES. Any utilities not included with the Rent shall be shared equally among the Roommates. The Roommates are responsible for splitting the costs for the following utilities: (check all that apply) Electricity Gas / Heat Water Trash Cable / Internet Telephone Other: [OTHER UTILITIES (IF ANY)]. 5. CLEANING. The Roommates agree to keep their bedroom and bathroom (if any) clean and sanitary. The Roommates agree to share the responsibilities of cleaning and maintaining the common grounds of the Premises, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors, cleaning bathrooms, and other duties. The Roommates will divide cleaning responsibilities as follows: [ROOMMATE (1) NAME] (Roommate Name) will be responsible for the following: [ROOMMATE (1) CLEANING RESPONSIBILITIES]. [ROOMMATE (2) NAME] (Roommate Name) will be responsible for the following: [ROOMMATE (2) CLEANING RESPONSIBILITIES]. [ROOMMATE (3) NAME] (Roommate Name) will be responsible for the following: [ROOMMATE (3) CLEANING RESPONSIBILITIES]. [ROOMMATE (4) NAME] (Roommate Name) will be responsible for the following: [ROOMMATE (4) CLEANING RESPONSIBILITIES]. 6. OVERNIGHT GUESTS. (check one) Overnight guests are allowed within reason. Guests may not stay more than [6] nights per month. Overnight guests are not allowed at any point, for any reason, unless agreed upon by all Roommates. There are NO restrictions regarding guests. 7. QUIET HOURS. Each Roommate agrees to keep their noise to a minimum to allow the Roommates to sleep, study, work, or for other reasonable purposes. The quiet hours will go into effect on: (check all that apply) Weekdays, from [HH:MM] to [HH:MM]. Weekends, from [HH:MM] to [HH:MM]. Will NOT establish any mandatory quiet hours. 8. FIREARMS. Firearms are: (check one) Permitted on the Premises. NOT Permitted on the Premises. 9. PETS. Pets are: (check one) Permitted on the Premises. The pet owner will be responsible for all care and maintenance of the pet, including cleaning up after the pet and repairing any damage caused by the Pet to the Premises or any of the Roommates' property. NOT Permitted on the Premises. 10. SMOKING. Smoking is: (check one) Permitted ONLY in the following area(s): [PERMITTED SMOKING AREA(S)]. Prohibited on the Premises and all common areas. 11. DAMAGES. Each Roommate is responsible for any damage to the Premises they (or their guests) cause. If there is damage that cannot be reasonably traced back to a particular person, all Roommates will share the damage's cost equally. 12. GOVERNING LAW. This Agreement is governed by the laws of the State of [STATE NAME]. 13. WRITTEN AGREEMENT. Any of the provisions included in this Agreement may be changed by written mutual consent. This Agreement will be attached to all roommate's copies of the lease contract. Provisions may be omitted by marking out and initialing by the Roommates. This Agreement is only binding to those who sign it. 14. ADDITIONAL PROVISIONS. [ADD ANY ADDITIONAL PROVISIONS HERE (OPTIONAL)]. 15. SIGNATURES. IN WITNESS WHEREOF, the Roommates have entered into this Agreement to be executed on the day and year first written above. Roommate Signature: _____ Date: [MM/DD/YYYY] Printed Name: [ROOMMATE (1) NAME] Roommate Signature: _____ Date: [MM/DD/YYYY] Printed Name: [ROOMMATE (2) NAME] Roommate Signature: _____ Date: [MM/DD/YYYY] Printed Name: [ROOMMATE (3) NAME] Roommate Signature: _____ Date: [MM/DD/YYYY] Printed Name: [ROOMMATE (4) NAME] A roommate agreement is a contract between a tenant and a roommate who occupies a portion of a rental property while sharing its common (communal) areas. Roommate Agreements by State How Roommate Agreements Work A roommate agreement is when a tenant makes an agreement to share their rental property with someone else. The roommate lives in the same residence and shares common areas. A roommate agreement outlines rules and obligations that these co-tenants must uphold. A roommate agreement is not a lease or rental agreement. The original tenant remains the only party liable to the original landlord as far as all the terms of the original lease. The roommate agreement is only between the original tenant and the new roommate. This makes roommate agreements harder to enforce in court than a regular lease. While the parties can consider any financial commitments legally binding, other aspects like house rules may not be legally binding. A roommate agreement primarily establishes the good faith expectations of all parties. Advantages of a Roommate Agreement These are some advantages of using a roommate agreement, as opposed to just an informal arrangement: Sets clear house rules before a living situation begins. Outlines divisions of living space. Provides guidance on expectations for food, supplies, cleaning, quiet hours, and overnight guests. Sets guidelines for sharing rent and other costs. Establishes the intentions of all parties via a written document, providing better clarity in any situation where a court or mediator has to resolve a dispute. How to Write a Roommate Agreement These instructions provide a basic guide for filling out the provided sample roommate agreement. I. INTRODUCTION. 1. Write the date the roommate agreement is executed. 2. Add the names of everyone who will be a roommate under the agreement. 3. Write the rental unit's full address. II. LEASE. 4. Include the lease's start date. 5. Write the date the lease ends, along with the landlord's full name. 6. Insert the security deposit amount. III. TERM. 7. Enter the date the roommate agreement begins and ends. IV. SECURITY DEPOSIT. 8. Insert the security deposit amount. 9. Add the names of each roommate together with the amount each contributed toward the security deposit. 10. Check this box if the co-tenants will receive proportionate shares of any amount the landlord returns from the security deposit at the end of the lease. 11. Mark this box if the co-tenants agree that the security deposit is not demandable until the lease is terminated, except when a new co-tenant replaces another co-tenant before the end of the roommate agreement. 12. Check this box to allow deducting various reasonable costs from a co-tenant's security deposit, when the security deposit is demanded before the end of the lease or roommate agreement. 13. Write any other relevant terms or information here. V. RENT. 14. Note the rent payment that is due every month. Include the due date. 15. Add the person or company who normally receives rent payments. 16. Mark this box if rent will be shared equally. State the proportionately divided amount. 17. Check this box if each tenant pays a different share of rent. Provide each co-tenant's name and the amount they will pay per month. 18. List other relevant terms or information here. VI. UTILITIES. 19. Check this box if each roommate will share the cost of certain utilities. Note which utilities will be apportioned by this method. 20. Mark this box for utilities where the co-tenants will each pay a share proportionate to their actual use. Add the amount of days before due that the roommates will make the funds available. 21. Check this box to make a specific person responsible for timely utility payments. 22. Mark this box for any other relevant terms or information. VII. VIOLATIONS OF THE AGREEMENT. 23. Indicate how many violations of the roommate agreement are permitted before other parties can unilaterally cancel the agreement. VIII. LEAVING BEFORE THE CONTRACT ENDS. 24. Write how many days of advance notice a co-tenant must provide before leaving and ending their part in the agreement. IX. HOUSE RULES. 25. Mark this box if the co-tenants will be responsible for their own food and supplies. 26. Check this box if the co-tenants will equally share the cost of any food or supplies. Indicate the items to be shared. X. CLEANING. 27. Mark this box if the co-tenants agree to any cleaning chores that will be rotated on a weekly basis. (If this box isn't checked, the original tenant is responsible for making sure the property stays clean, including common areas.) XI. GUESTS. 28. Write how many overnight guests are allowed at one time. 29. Indicate how many consecutive nights any guest(s) are allowed to stay. 30. Write how many nights any one co-tenant can have overnight guests in any given month. XII. BEDROOM. 32. Specify which co-tenants get which bedrooms. XIV. GOVERNING LAW. 33. Indicate the chosen state whose law will govern the contract. XV. AUTHORIZATION. 34. Insert the date of execution for the agreement. 35. Have each co-tenant sign and print their name. XVI. LANDLORD'S CONSENT TO ROOM RENTAL AGREEMENT. 36. Note the date of consent. Write out the landlord's full name and address. 37. Write the lease date and the names of the tenants who signed the lease. 38. Add the property address of the rental unit. 39. Insert the date of execution for the Room Rental Agreement. 40. Add the co-tenants' names. Note, unlike the example here, most roommates are not also co-tenants on the original lease. 41. Include the landlord's printed name, signature and date of signature. Violations of Roommate Agreement Rules Dispute resolution is an important part of roommate agreements. Laying out rules and terms in the actual contract can decrease the chance of future conflict. These are some issues that might come up: Unpaid Rent Leases typically include a clause making all co-tenants "jointly and severally" responsible for rent. This means each person on the lease is individually responsible for up to the entire amount of rent. If one co-tenant doesn't pay, the landlord can demand the entire amount from another co-tenant. The original lease agreement made with the landlord takes precedence over agreements made among roommates. However, the financial responsibilities outlined in a roommate agreement can be legally binding. Neglect of Chores and Cleanliness Cleaning tasks and other chores are often distributed in a roommate agreement. It's important to note responsibilities in a clear, unambiguous way that all co-tenants agree before signing a roommate agreement. Clear terms make the difference between a responsible and neglectful approach obvious. Neglect of chores and general cleanliness can violate the terms of a roommate agreement. Repeated violations might lead to co-tenants terminating the agreement and demanding that the noncompliant co-tenant vacate the property. Property Damage Property damage can seriously complicate a roommate situation. This is because the tenant who signed the original lease is liable to the original landlord for all misconduct causing damage. A tenant who didn't cause property damage often is still liable to the landlord for repairs. In addition, if the damage violates the original lease, the landlord may have the option of terminating the tenancy for all co-tenants. It doesn't matter that only one person may be responsible for the damage. This means it's critical for co-tenants under a roommate agreement promptly to identify, repair, and cover the cost of any property damage. It's equally important for co-tenants to be proactive in addressing violations, and vacating the tenancy of a roommate who commits repeated violations. A roommate agreement is a contract that is separate from the lease made between the occupants of a shared household. Its purpose is to clarify the obligations of each member of the property in order to create a harmonious environment. Various components that you would not find in a regular rental contract are covered within the document, making it a legitimate record of the standards expected by all the residents inhabiting the premises. If at any time a roommate fails to meet one of the document's guidelines, this form can be enforced to either oust the infringing party or ensure that they rectify the issue. How to Find a Roommate In today's world, many individuals prefer to cut the cost of living by sharing a residence with others, especially those who live in bigger cities where the rents can be quite high. Having said this, it is crucial that you select a roommate that you feel will be responsible and not cause friction in the household. Below is a step-by-step guide that can enhance your chances of pairing up with the right individual to share a rental property with. Step 1 - Make Sure You Can Add a Roommate Unless you are the owner of the property, you are going to want to first review your lease to see what the rules are concerning the addition of a new roommate. If there are no details regarding this issue, you should confer with the landlord as to whether or not they will permit another occupant to live on the premises. Most landlords are accommodating in regard to this matter as long as the number of roommates corresponds with the number of bedrooms in the unit. Depending on their requirements, the new resident may be considered: Co-Tenant - The landlord may request that the individual be added as a tenant to the lease and be subject to the same screening process that the other lessee(s) underwent. Occupant - The lessor may want to list the roommate as an occupant on the rental agreement just so they are aware of who is residing on the premises. Sub-Tenant - Although this wouldn't involve a sublease agreement, which is only used to sublet an entire property to another individual, the newcomer may be identified as a "subtenant" meaning that the main tenant is responsible for their occupancy. (Note: When asking to add another individual to the current living situation, there is always a chance that the landlord may seek to increase the rent, request more money for the security deposit, or even demand that a new rental contract be written up altogether.) Step 2 - Reach Out to People You Know Your first approach when looking for a roommate should be trying to find someone that you know. This way, there is already an established rapport between the parties and you will feel more secure. To do this, you should start by: Contacting Friends & Family - Scroll through the contacts in your phone and text any individuals you think would make a good roommate. Maybe one of these people is in need of a new living situation, and if not, maybe they could recommend someone who is seeking a co-tenancy. Posting on Social Media - This is probably the best way to get the word out that you are in need of a housemate. Here, you will be able to reach any friends, family members, co-workers, and acquaintances that follow you. The most popular platforms being Facebook and Instagram. Step 3 - Searching Online If sharing space with a familiar party is out of the question, whether you are living in a new area or just can't find anyone who needs housing, you may turn to the aid of various online services. Providers of these services would include: Websites: Roommates.com SpareRoom.com Craigslist.org Apps: Step 4 - Meeting with Potential Roommates Whether you created an ad or just responded to others', you should eventually find someone that seems like an acceptable candidate. Prior to meeting up, you should discuss any aspects of the tenancy that you feel are essential to a balanced roommate relationship. If they are on the same page, you can schedule an interview by taking the following measures: Meeting in a Public Place - As you probably know by now, the internet has its fair amount of imposters who may be trying to scam others. This is why it is imperative that you meet with the prospective roommate in a public place where you feel safe. By doing this, you have a chance to vet them in person without putting yourself into a risky situation. Preparing Questions - Before your encounter, you should prepare an array of questions to better understand where this person is coming from. Inquire about what they do for work, are they enrolled in school, what are their interests, etc. Addressing the Standards - Be ready to speak about the important elements of the occupancy, it is better to be blunt than to dance around the issues. Tell them your expectations and ask about theirs. Step 5 - Screening the Roommate If you are the owner or principal tenant of a property that you plan to share with a new roommate, you may want to consider investigating their background by having them submit a rental application. By doing this, you will be able to verify information regarding their credit score, past rentals, job history, and criminal background, as well as obtain the contacts of references that can vouch for them as a reliable person. Websites that can assist you in running a background check for the applicant include: Experian.com Zillow.com MySmartMove.com Step 6 - Create a Roommate Agreement Once you have found a roommate that you feel confident about living with, it will be time to carry out the roommate agreement form. This should not be confused with a lease agreement, which is a contract that is specifically between the landlord and tenant of the property. Rather, it is a document that holds all parties accountable concerning their role as a fellow housemate. The primary sections of the agreement that should be established include: Identification of the Parties - List the names of all the individuals partaking in the shared residence. Dates of Tenancy - How long is the new occupant committing to stay? Expense Obligations - What portion of the rent, security deposit, and utilities is the new roommate required to pay? Guidelines - Attached to the document should be a list of the house rules and any duties/choirs that are expected out of the individual. After filling in each area of the form, all participants should sign the document to confirm that they understand the stipulations made within the agreement. Congratulations! You have now successfully created a new roommate relationship. Frequently Asked Questions (FAQ) A roommate agreement is a legally binding contract. If you have a completed copy of this agreement that was signed by all parties, it is proof that there was an accord between certain individuals concerning how a roommate relationship will transpire. Now, if one of the parties does not adhere to the content of the agreement, the opposing party may present this document in court to demonstrate how the individual(s) was/were in breach of contract. What if Your Roommate Abandons the Lease Agreement? When a roommate abandons a lease agreement, it can become a bit of a sticky situation. If the roommate is a formal co-tenant listed on the lease agreement, they are technically liable to uphold the terms of the document, but at the same time, the remaining co-tenant is still liable to continue to pay the full amount of the rental payments to the landlord. Here are some actions that tenants may carry out under these circumstances: Small Claims Court - The remaining tenant may take the abandoning tenant to small claims court in an effort to collect the money for future rent payments. This can be more difficult than it seems as it could take more time and money than it is actually worth. Plus, if the remaining tenant wins, they could still have trouble collecting the actual funds from the other party. Notifying the Landlord - The best option would be for the remaining co-tenant to notify the landlord of the situation as soon as possible. The sooner they inform them of the situation, the sooner both parties can work towards a solution. (It is recommended for the individuals looking to become co-tenants to also execute a roommate agreement to outline a specific protocol for this type of predicament.) How Do You Evict a Roommate? The procedure for this action heavily depends on whether or not the unwanted roommate is listed within the lease agreement as a co-tenant. Review the options below to see which scenario applies to you: Sole Tenant - If you are registered as a tenant within the lease agreement and the roommate that you are seeking to evict is not, you will have more authority to remove the unwanted roommate from the premises. That being said, if a separate roommate agreement was executed between the two (2) parties (and any other additional roommates), then the roommate up for eviction must be in violation of the contract in order to be properly expelled. Mutual Tenants - If both parties are registered within the main lease agreement, the roommate looking to evict the other should then contact the landlord and state the reasons why the other roommate is in violation of the lease, and why they should be evicted. (Most landlords will want to verify how the lease payments will be satisfied each month with the absence of the co-tenant.) Sample Roommate Agreement Download: Adobe PDF, MS Word (.docx)