Sample Roommate Agreement

This Roommate Agreement is made by the following roommates: _____________________________________________________________________ (the “Roommates”).

The Roommates are co-tenants in the apartment located at _____________________________________________________________________ (the “Apartment”).

There is/is not/ a written rental agreement or lease with the landlord, __________________________________, for the Apartment (the “Rental Agreement”).

The following Roommates have been named in the Rental Agreement:

______________________________________________________________________.

The following Roommates have signed the Rental Agreement:

______________________________________________________________________.

The Roommates agree to the following terms:

1. Rental Agreement. All of the Roommates agree to be bound by all of the terms of the Rental Agreement.

2. Lease Term. Each of the Roommates will live in the Apartment:
   > for the period set forth in the Rental Agreement with the landlord, beginning on __________________ and ending on __________________.
   > on a month-to-month basis, and may terminate this Roommate Agreement by giving thirty days advance written notice to the other Roommates. (Note: This option does not affect any liability a roommate may have to the landlord pursuant to the Rental Agreement.)

3. Rent. The total monthly rent for the Apartment is $_________. Each Roommate will pay the following amount(s): _________________________________________________________________________.

   Rent shall be payable on the ____ day of each month directly to ________________________________. The Roommates understand that they are jointly and severally liable for the full amount of the rent, which means that each roommate is responsible to the landlord for the full amount of the Apartment’s rent if the other roommates fail to pay their share.

4. Security Deposit. The total security deposit for the unit is $_________. Each Roommate has paid / to the landlord / to _______________________ the following amount(s):__________________________________________. Each Roommate will receive a his/her share of the deposit when the landlord returns it at the end of the tenancy. Any deductions from the deposit shall be shared by all the Roommates in proportion to the amount of deposit paid; however, any damage caused by one of the Roommates shall be paid only by that Roommate. The deposit /does /does not/include last month’s rent.

5. Early Termination of the Tenancy. If one roommate elects to leave before the end of the lease term described in paragraph 2, it is/is not/ that roommate’s responsibility to find a replacement. The departing roommate /will/will not/ continue to be responsible for his/her share of the rent until the end of the lease term or a replacement roommate starts paying rent, whichever occurs first.

   All of the remaining roommates /will have /will not/ have the right to approve the replacement roommate. Approval of a replacement roommate may not be withheld unreasonably, but the replacement roommate must satisfy the following criteria:

   _________________________________________________________________________.

   The landlord’s prior written approval is required to change roommates, and/the departing roommate /the remaining roommate(s)/ is/are responsible for obtaining that approval.

6. Living Arrangements. The bedroom(s) will be allocated as follows: ________________________________________________________________________.

   Special "house rules" about sharing space, furniture, appliances, and food in the Apartment are: ________________________________________________________________________

______________________________________________________________________

7. Overnight Guests. Each roommate /does /does not/ need to obtain permission from the other roommate(s) prior to the stay of any overnight guest(s). No overnight guest(s) may stay longer than _______ nights without the permission of the other roommate(s).
8. Parties/Entertaining:

_______________________________________________________________________________
_______________________________________________________________________________

9. Utility and Telephone Charges. Each roommate agrees to pay ______% of the utility charges: 
gas / electricity / water/. Each roommate will pay ______% of the monthly telephone service 
charges and will pay for all of those telephone charges for which s/he is directly and individually 
responsible.

Gas: Deposit in the amount of $__________ paid by ________________; each roommates' share of the 
monthly charge shall be paid to ________________________.

Electricity: Deposit in the amount of $__________ paid by ______________________________; each 
roommates' share of the monthly charge shall be paid to ________________________.

Water: Deposit in the amount of $__________ paid by ____________________; each roommates' 
share of the monthly charge shall be paid to ________________________.

Cable/Internet: Deposit in the amount of $__________ paid by ____________________; each 
roommates' share of the monthly charge shall be paid to ________________________.

Telephone/Internet: Deposit in the amount of $__________ paid by ____________________; each 
roommates' share of the monthly charge shall be paid to ________________________.

10. Household Chores. The Roommates will divide all household chores as follows:

_______________________________________________________________________________
_______________________________________________________________________________

11. Cleanliness:

_______________________________________________________________________________
_______________________________________________________________________________

12. Pets:

_______________________________________________________________________________
_______________________________________________________________________________

13. Noise Level. During the hours of ___________, the Roommates will maintain a noise level that 
will permit all of the Roommates to study.

14. Smoking. Smoking /is /is not /allowed in the Apartment.

15. Alcohol. Alcohol /is /is not/ allowed in the Apartment.

16. Parking. The Roommates agree that the parking space(s) located at___________________ shall be divided 
as follows: __________________________________________________. The cost of the parking space(s) shall 
be divided as follows: ___________________________________.

17. Additional Remarks (attach additional sheets if necessary to address other items such as security, 
furniture, appliances, etc.)

_______________________________________________________________________________
_______________________________________________________________________________

18. Agreement is Complete and Binding. All preliminary negotiations by the Roommates are merged 
into, and superseded by, the terms of the Agreement. Any modification to this Agreement must 
be in writing, signed by all the Roommates.

We, the Undersigned, agree to the above stated terms.

Date: _______________ ______________________________
Date: _______________ ______________________________
Date: _______________ ______________________________
Date: _______________ ______________________________