

ROOMMATE AGREEMENT

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This Roommate Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and among the following individuals, each a "**Roommate**" and together the "**Roommates**":

[ROOMMATE 1 NAME], [ROOMMATE 2 NAME], [ROOMMATE 3 NAME — ADD OR REMOVE AS NEEDED].

Recitals. The Roommates share, or intend to share, the residence described below under a lease or other arrangement with the landlord or property owner. This Agreement sets out how the Roommates will divide rent, deposits, utilities, chores, and other shared responsibilities among themselves. It is an agreement among the Roommates only; it does not change the lease or any Roommate's obligations to the landlord. In consideration of their mutual promises, the Roommates agree as follows.

1. Residence and Relationship to the Lease

1.1 **Residence.** The Roommates share the residence located at [FULL ADDRESS, UNIT] (the "**Residence**").

1.2 **The lease.** The Residence is rented under a lease dated [LEASE DATE] with [LANDLORD NAME] (the "**Lease**"). The Roommates who are named on the Lease are: [NAMES]. This Agreement does not modify the Lease, and each Roommate who signed the Lease remains fully responsible to the landlord for the Lease's terms, including joint-and-several liability for rent if the Lease so provides.

1.3 **Purpose.** This Agreement allocates responsibilities among the Roommates and is intended to be enforceable between them. It does not give any Roommate rights against the landlord and does not relieve any Roommate of obligations under the Lease.

2. Rent Allocation

2.1 **Total rent.** The total monthly rent for the Residence is [AMOUNT] (the "**Total Rent**").

2.2 **Each Roommate's share.** Each Roommate will pay the following share of the Total Rent each month: [ROOMMATE 1: AMOUNT; ROOMMATE 2: AMOUNT; ROOMMATE 3: AMOUNT]. The shares add up to the Total Rent.

2.3 **Payment mechanics.** Each Roommate will pay their share [directly to the landlord / to [DESIGNATED ROOMMATE], who will pay the landlord] by the [first] day of each month, in time for the full rent to reach the landlord when due.

2.4 **Late or missed payments among Roommates.** If a Roommate fails to pay their share on time, that Roommate will reimburse the others for any amount they advance to cover the shortfall, plus any late fee the landlord charges that results from the shortfall.

3. Security Deposit and Move-Out Funds

3.1 Deposit shares. The security deposit paid to the landlord is **[AMOUNT]**, contributed by the Roommates as follows: **[ROOMMATE: AMOUNT each]**.

3.2 Return of deposit. When the landlord returns the deposit, each Roommate is entitled to their contributed share, reduced by any deductions the landlord makes that are fairly attributable to that Roommate's conduct or unpaid share. Damage or charges not attributable to a specific Roommate will be shared in the same proportions as rent.

3.3 Departing Roommate. A Roommate who moves out before the others is entitled to a return of their deposit share only **[when the landlord returns the deposit / when a replacement Roommate contributes a replacement deposit]**, as the Roommates agree under Section 6.

4. Utilities and Shared Expenses

4.1 Shared utilities. The Roommates will share the cost of **[electricity, gas, water, internet, trash, and other shared services]** as follows: **[equally / in the rent proportions / as listed]**.

4.2 Accounts. Each shared account is held in the name of: **[ROOMMATE per account]**. The account holder will share bills promptly, and the others will reimburse their share within **[NUMBER]** days.

4.3 Personal expenses. Each Roommate is responsible for their own personal expenses, including their own phone, subscriptions, and groceries, unless the Roommates agree in writing to share a specific cost.

4.4 Shared purchases. Jointly purchased household items belong to the Roommates in proportion to their contributions and will be divided fairly or bought out on move-out.

5. Household Rules and Responsibilities

5.1 Chores. The Roommates will share household chores as follows: **[DESCRIBE SCHEDULE OR ROTATION, e.g. cleaning, trash, dishes]**.

5.2 Quiet hours and guests. Quiet hours are **[TIMES]**. Overnight guests are permitted **[as follows: e.g. up to [NUMBER] nights per month with reasonable notice to the others]**. Each Roommate is responsible for their guests' conduct.

5.3 Shared spaces. The Roommates will keep shared spaces clean and will not store personal items in shared spaces beyond what the others reasonably accept.

5.4 Smoking, pets, and substances. **[Smoking is prohibited indoors / DESCRIBE. Pets are permitted only with the agreement of all Roommates and the landlord.]** Unlawful activity in the Residence is prohibited.

5.5 Quiet enjoyment of private rooms. Each Roommate is entitled to the private use of their assigned bedroom and will respect the others' private rooms.

6. Changes, Move-Outs, and Replacements

6.1 Notice of move-out. A Roommate who intends to move out will give the other Roommates at least **[NUMBER, e.g. 30]** days' written notice and will remain responsible for their share until a replacement is found or the notice period ends, whichever the Roommates agree.

6.2 Replacement Roommate. A replacement Roommate may be added only with the written agreement of the remaining Roommates and the landlord's consent where the Lease requires it. A new Roommate will sign a joinder to this Agreement.

6.3 **Continuing Lease liability.** Moving out under this Agreement does not by itself release a Roommate from the Lease. A Roommate who wants to be removed from the Lease must obtain the landlord's written agreement.

7. **Disputes, Default, and General Provisions**

- 7.1 **Good-faith resolution.** The Roommates will try in good faith to resolve any dispute among themselves, [optionally with the help of a neutral third party or mediator], before pursuing other remedies.
- 7.2 **Default.** A Roommate who fails to pay a required share or materially breaches this Agreement is responsible to the others for the resulting costs, which the others may recover through any lawful means. This Agreement does not authorize any Roommate to lock out or evict another Roommate; removal of an occupant must follow the process required by applicable law.
- 7.3 **Governing law.** This Agreement is governed by the laws of the State of [STATE] and the local ordinances applicable to the Residence. Whether and how a co-occupant may be required to leave is governed by local law.
- 7.4 **Notices.** Notices among the Roommates must be in writing (including by [email / text to the numbers listed]) and are effective when received.
- 7.5 **Entire agreement; amendment.** This Agreement is the entire agreement among the Roommates on its subject and may be amended only by a writing signed by all current Roommates.
- 7.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Roommate's failure to enforce a provision is not a waiver.
- 7.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Roommates have executed this Agreement as of the Effective Date.

ROOMMATE 1

Signature: _____

Printed name: [NAME]

Date: _____

ROOMMATE 2

Signature: _____

Printed name: [NAME]

Date: _____

ROOMMATE 3

Signature: _____

Printed name: [NAME]

Date: _____

ROOMMATE 4 (IF ANY)

Signature: _____

Printed name: [NAME]

Date: _____

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