

ROOMMATE MOVE-OUT AGREEMENT

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This Roommate Move-Out Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[DEPARTING ROOMMATE NAME], currently residing at [RENTAL ADDRESS, UNIT] (the "**Departing Roommate**"); and

[REMAINING ROOMMATE NAME] [and [ADDITIONAL REMAINING ROOMMATE NAME(S)]], residing at the same address (each a "**Remaining Roommate**," and together the "**Remaining Roommates**").

The Departing Roommate and the Remaining Roommates are each a "**Party**" and together the "**Parties**."

Recitals. The Parties have shared the residence at [RENTAL ADDRESS, UNIT] (the "**Residence**") under [a lease dated [LEASE DATE] with [LANDLORD NAME] / a roommate arrangement]. The Departing Roommate is moving out and wishes to settle all shared obligations cleanly so that no one is left guessing about who owes what. This Agreement records the move-out date, divides shared costs, and releases the Parties from each other for shared obligations once everything is settled. This Agreement is between the roommates only and, unless the landlord signs, does not by itself change anyone's obligations to the landlord. In consideration of the mutual promises below, the Parties agree as follows.

1. Move-Out and Effective Dates

1.1 Move-out date. The Departing Roommate will vacate the Residence and remove all personal belongings no later than [MOVE-OUT DATE] (the "**Move-Out Date**").

1.2 Keys and access. On or before the Move-Out Date, the Departing Roommate will return all keys, fobs, remotes, and access devices and will remove any personal access codes set up for the Residence.

1.3 Condition on departure. The Departing Roommate will leave the Departing Roommate's room and shared areas clean and free of personal property and trash, consistent with the move-in condition (normal wear and tear excepted).

2. Rent and Utilities Settlement

2.1 Rent through Move-Out Date. The Departing Roommate is responsible for the Departing Roommate's share of rent through [the Move-Out Date / the end of the current rental month / [SPECIFY]], calculated as [\$ AMOUNT].

2.2 Rent after Move-Out Date. Beginning [the day after the Move-Out Date / the first of the next month], the Departing Roommate is not responsible for rent, and the Remaining Roommates assume the full rent obligation as among the roommates.

2.3 Utilities and shared bills. The Parties will settle shared utilities and recurring bills as follows:

Account / Bill	In whose name	Amount owed by Departing Roommate	Action to take
[ELECTRIC]	[NAME]	[\$]	[pay final share / remove from account]
[INTERNET]	[NAME]	[\$]	[pay final share / transfer]
[GAS / WATER]	[NAME]	[\$]	[pay final share / transfer]
[OTHER]	[NAME]	[\$]	[SPECIFY]

2.4 Final meter and account changes. Where a utility is in the Departing Roommate's name, the Parties will arrange for transfer to a Remaining Roommate or a final reading by [DATE], so the Departing Roommate is not billed for usage after the Move-Out Date.

3. Security Deposit

3.1 Deposit handling. The total security deposit on the Residence is [\$ DEPOSIT AMOUNT]. The Departing Roommate's share of the deposit is [\$ AMOUNT].

3.2 Buyout option. The Parties agree that the deposit will be handled as follows: [the Remaining Roommates will pay the Departing Roommate \$[AMOUNT] now to "buy out" the Departing Roommate's deposit share, and the deposit stays with the landlord / the Departing Roommate's share will be returned by the landlord separately when the lease ends, subject to deductions].

3.3 Landlord's role. The security deposit is held by the landlord and is returned according to the lease and applicable law, which governs the timing, permitted deductions, and accounting. This Agreement allocates the deposit only as among the roommates; it does not bind the landlord unless the landlord signs.

3.4 Deductions. If the landlord later deducts from the deposit for damage, cleaning, or unpaid amounts, the Parties will allocate the deduction to the roommate responsible, or share it equally if no one is clearly responsible.

4. Shared Property and Belongings

4.1 Departing Roommate's property. The Departing Roommate keeps the Departing Roommate's own belongings and will remove them by the Move-Out Date. Items left behind after [NUMBER] days are treated as abandoned and may be disposed of or kept by the Remaining Roommates.

4.2 Jointly owned items. The Parties will divide jointly purchased items as follows: [LIST ITEMS AND WHO KEEPS EACH, OR a buyout amount]. Where an item is kept by one Party, that Party will pay the others their fair share if agreed: [SPECIFY].

4.3 No removal of others' property. No Party may remove or dispose of another Party's belongings without permission.

5. Lease and Landlord Matters

5.1 Notice to landlord. The Parties will notify the landlord of the change in occupancy as required by the lease. The Departing Roommate **[will / will not]** remain on the written lease.

5.2 Release from lease. If the lease names the Departing Roommate, the Departing Roommate remains liable to the landlord under the lease until the landlord agrees in writing to release the Departing Roommate or the lease ends, regardless of this Agreement. The Parties will use reasonable efforts to obtain the landlord's written release.

5.3 Replacement roommate. If a replacement roommate is added, the Parties and the landlord will document the change separately. This Agreement does not approve or require any replacement.

6. Settlement and Mutual Release

6.1 Settlement amount. Taking everything above into account, the Parties agree the net amount to settle is: **[Departing Roommate will pay \$[AMOUNT] to [NAME] / Remaining Roommates will pay \$[AMOUNT] to the Departing Roommate]**, due on or before **[DATE]**.

6.2 Method. Payment will be made by **[METHOD]**.

6.3 Mutual release. Once the settlement amount is paid and the Departing Roommate has vacated and returned keys, each Party releases the others from all claims arising from the shared living arrangement and shared obligations through the Move-Out Date, except for: (a) obligations created by this Agreement; (b) deposit deductions allocated under Section 3.4; and (c) claims the landlord or a third party may bring under the lease.

6.4 No release of landlord obligations. This release is between the roommates only and does not release any Party from obligations owed to the landlord or any third party.

7. General Provisions

7.1 Entire agreement; amendment. This Agreement is the entire agreement between the Parties about the move-out and supersedes prior discussions on its subject. It may be amended only by a writing signed by all Parties.

7.2 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in **[COUNTY, STATE]**.

7.3 Dispute resolution. Before filing any claim, the Parties will attempt in good faith to resolve any dispute through direct discussion and, if needed, mediation.

7.4 Notices. Notices must be in writing (which may include email or text) and delivered to the Parties at their current contact information and are effective on receipt.

7.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.6 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 Parties have executed this Agreement as of the Effective Date.

DEPARTING ROOMMATE

REMAINING ROOMMATE

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

Additional Remaining Roommate (if any):

REMAINING ROOMMATE

Signature: _____

Printed name: **[NAME]**

Title: N/A

Date: _____

Landlord acknowledgment (optional — required only if the landlord agrees to release or transfer obligations):

LANDLORD

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE]**

Date: _____

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