

# ROOMMATE AGREEMENT

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY AND BETWEEN:

- |          |          |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

WHEREAS, the parties hereto have on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, signed a lease for (address) \_\_\_\_\_ for a term lasting from \_\_\_\_\_ to \_\_\_\_\_; (a copy of which is attached hereto), and plan to reside on said premises as roommates; and,

WHEREAS, the said roommates wish to provide for the sharing of responsibilities in the renting of said premises;

## IT IS THEREFORE AGREED AS FOLLOWS:

1. Each of the roommates agrees to follow the rules and conditions set out in the attached lease and in this Roommate Agreement.

2. Each of the roommates shall pay monthly rent as follows (fill in the specific dollar amount each roommate is to pay per pay period):

- |          |          |
|----------|----------|
| a. _____ | d. _____ |
| b. _____ | e. _____ |
| c. _____ | f. _____ |

3. The roommates shall pay an equal share (fill in percentage, i.e., 1/3, 1/4) \_\_\_\_\_, on a monthly basis, of the following expenses incurred relating to the premises including (as applicable under the lease): electric, gas, heat, basic telephone service, water, garbage pick-up and sewage, and (check if applies): cable\_\_ ; food\_\_ ; cleaning and/or other contracted for services (specify) \_\_\_\_\_; other \_\_\_\_\_.

4. Each roommate shall pay for the long distance telephone calls he or she makes.

5. Each roommate shall be solely responsible to pay promptly any fines, fees or other charges assessed by the landlord for the said roommate's violation of the lease, including late payment of rent, bounced check charges, pet clause violation, key replacement, illegal parties, etc., and shall hold the other roommates harmless thereon.

6. Each roommate shall be solely responsible for intentional or accidental damages they or their guests cause to the premises, including charges assessed by the landlord for the roommate's failure to remove his or her property at the end of the lease, and shall hold the other roommates harmless thereon.

7. Each roommate agrees not to take or use, without consent, the personal property of any of the other roommates, including food, clothes, utensils, jewelry, motor vehicles, T.V. and stereo, and the like.

8. If pets are permitted under the lease, each roommate owning or taking care of a pet shall be solely responsible for any additional pet deposit as may be required by the landlord, and shall be solely responsible for all damages caused by said pet.

9. Each roommate agrees that they shall remain liable for rent for the entirety of the lease period, whether or not the roommate remains a resident of the said premises, unless the roommate is released from the lease by the landlord and unless the other roommates agree in writing to assume the roommate's share of rent.

10. Notwithstanding the provisions of Paragraph 9 above, a roommate shall not be required to continue to pay rent upon vacating the premises during the term of the lease if such leaving is due to criminal acts being directed against said roommate by another roommate or roommates or the material breach of the Roommate Agreement by the other roommate(s). In such case, the roommates causing the roommate to leave shall be responsible for the departed roommate's rent.

11. Each roommate agrees that each of the other roommates shall have the right to sublet his or her share of the premises to another person provided the sublease is executed in writing and in accordance with the original lease and this Roommate Agreement. Roommates shall be given the opportunity to meet the prospective sublessee in advance and shall be entitled to a copy of the Sublease Agreement.

12. A roommate's right to sublet, as outlined in Paragraph 11 above, shall be further limited as follows:

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13. The roommates agree that each roommate shall be allowed to have an overnight guest provided said guest(s) does not disrupt the other roommates' right to the full and peaceable enjoyment of the premises. No roommate shall be allowed to have another person live in the apartment on a sustained or permanent basis without the approval of all of the roommates and without consent of the landlord, if required by the lease.

14. Additional Agreements: \_\_\_\_\_

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*Signatures:*

_____	_____	_____	_____
<b>Date</b>	<b>Roommate</b>	<b>Date</b>	<b>Roommate</b>
_____	_____	_____	_____
<b>Date</b>	<b>Roommate</b>	<b>Date</b>	<b>Roommate</b>
_____	_____	_____	_____
<b>Date</b>	<b>Roommate</b>	<b>Date</b>	<b>Roommate</b>

*Students' Legal Assistance  
Funded by the Student Association*