

# ROOMMATE CONTRACT

This contract should be used by roommates prior to entering into a lease agreement to define the rights and responsibilities of each roommate before a problem has arisen. Be sure to keep a copy for your records.

This agreement is between \_\_\_\_\_ [full name], \_\_\_\_\_ [full name], and \_\_\_\_\_ [full name] pertaining to the property located at \_\_\_\_\_ [address] \_\_\_\_\_ [city/state/zip].

## Agreement

### I. Payment of Rent and Utilities:

Each resident agrees to pay \_\_\_\_\_% of the rent and \_\_\_\_\_% of the gas, water, electricity and fixed monthly telephone charges. A record of long distance calls made by each resident will be kept and each resident will be responsible for prompt payment of their portion of the long distance calls billed each month. Each resident is responsible for the calls placed by their friends or relatives. The rent will be paid on the \_\_\_\_\_ [day] of the month by (designate person) \_\_\_\_\_ [full name] and the utility bills will be paid by (designate person) \_\_\_\_\_ [full name] within 15 days of the day the bill is received.

### II. Written Notice Required:

If any roommate wishes to leave, they will give the other tenants and the landlord/lady 30 days written notice. In order to be acceptable, written notice must be provided to all parties no later than the first day of the last month of residency. In addition, the person moving will pay his/her rent before he/she leaves for the entire 30 day notice period, even if he/she leaves sooner. The exception will be if the residents have signed a lease for a specified period of time. A 30 day notice will not release the leaving resident from his/her legal responsibilities to the landlord/lady or the other residents.

### III. Overnight Guests:

No person(s) will be invited or allowed to stay overnight (or longer) without permission of all residents.

### IV. Who Gets the Apartment:

If, at the end of the lease period, the roommates do not wish to continue to live together but both/all wish to remain in the above-named residence, a third party will be mutually agreed upon to draw the name of the roommate who will retain the right of sole occupancy. The person(s) who lose(s) will vacate the apartment within 30 days.

### V. Late Fees:

If any of the tenants cannot pay their portion of the rent on the date it is due, the tenant who cannot pay or pays late will be responsible for any late charges accrued and consequences of a contractual landlord's lien, if exercised.

### VI. Security Deposit:

Each resident will pay \$\_\_\_\_\_ for the security deposit. Each resident will be responsible for damage done by them, their guests and family. If damage exceeds the amount of resident's security deposit and money is deducted from other resident's security deposit(s) by the landlord, the responsible resident will repay the amount deducted to the other residents within 30 days of the date of deduction.

### VII. Property Division:

Property acquired together to furnish the residence will be disposed of by one of the following methods:

- A. Property will be sold and money divided equally, or
- B. Resident will buy out other resident(s). Sales receipts for the property will be kept and buying out price shall not exceed original price paid minus 10% for depreciation.

### VIII. Other Agreements of Residents:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ANY OF THESE PROVISIONS MAY BE CHANGED BY WRITTEN MUTUAL CONSENT. THIS AGREEMENT WILL BE ATTACHED TO ALL RESIDENT'S COPIES OF THE LEASE CONTRACT. PROVISIONS MAY BE OMITTED BY MARKING OUT AND INITIALLING BY ALL RESIDENTS. THIS AGREEMENT IS ONLY BINDING ON THOSE WHO SIGN IT.**

**I DO HEREBY CONSENT TO ABIDE BY THIS AGREEMENT.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**WITNESSED BY: (not relatives or roommates)**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/ state/zip code

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date