

## Housemate Agreement

This is a legally binding contract among:

\_\_\_\_\_, Roommate 1

\_\_\_\_\_, Roommate 2

\_\_\_\_\_, Roommate 3

\_\_\_\_\_, Roommate 4

who are, or anticipate being, roommates at the premises at \_\_\_\_\_.

### **PURPOSE**

1. This agreement is to determine the rights and responsibilities of all those dwelling at this property. Its purpose is to bind them all to the responsibilities set forth herein and to the shares of the costs set forth below. The responsibility for payments is enforceable under this contract.

### **AMENDMENTS & CONSIDERATION**

2. Any changes to this document must be done in a written addendum signed by all parties. Consideration is the exchange of promises contained in this agreement and the parties' agreement to live together and share expenses.

### **PAYMENT OF RENT**

3. All parties are aware that the property mentioned above is rented for the amount of \$\_\_\_\_\_ per month, with each party paying the agreed sum of \$\_\_\_\_\_, which is payable according to the period stated in the lease. If roommates are not paying equal amounts of the rent or utilities, their proportional shares are set forth in paragraph 15 below.
4. All parties understand that they are all responsible for the lease obligations, and that by law, any one of them may be held responsible for the total bill; this Agreement gives each one a right to collect the agreed upon shares from the others. The full amount of the rent shall be paid to the landlord when due, as well as any late fees and all costs related to any legal action having to be taken.

### **PAYMENT OF UTILITIES**

5. All parties are aware that they are each responsible for a portion of the shared utilities, in addition to the rent amount. These utilities may include electric, water, trash removal, basic phone and basic cable as set forth in the lease for the premises if any.
  - a. All bills are to be paid on a timely basis.
  - b. Each roommate is responsible for his/her own long distance bills, as well as those of his/her guests, and any special cable bills or other individually contracted items.

- c. If a shared bill is overdue by more than 30 days, the roommates will decide on an alternate means of payment.
- d. Bills shall be put in the name of the following roommate(s):

Electric: \_\_\_\_\_

Heat: \_\_\_\_\_

Water: \_\_\_\_\_

Cable: \_\_\_\_\_

Internet: \_\_\_\_\_

Other \_\_\_\_\_ : \_\_\_\_\_

Other \_\_\_\_\_ : \_\_\_\_\_

Other \_\_\_\_\_ : \_\_\_\_\_

**EARLY TERMINATION OF LEASE**

- 6. If any roommate wishes to be released from their portion of the lease:
  - a. He/she must obtain the landlord’s permission if so required by the lease, and must give \_\_\_\_\_ days’ notice to the other roommates, and make all reasonable efforts to find an acceptable replacement for their portion of the property. Until a new roommate has been accepted and has signed a new lease with the landlord and this agreement, however, the initial roommate will still be responsible for his/her share of rent, utilities, and other charges until the vacancy is filled.
  - b. Once a new roommate is identified, it is up to the remaining tenants as to whether or not the replacement is approved within \_\_\_\_\_ days. Any refusal to accept must be reasonable (i.e. - different sex or a smoker may be considered reasonable) and acceptance is not to be unreasonably withheld.
  - c. All outstanding charges and debts will be settled before the departing roommate may be released from his/her obligations under this agreement.
  - d. The departing roommate is responsible for resolving all issues related to his/her portion of the security deposit prior to leaving the premises. Each tenant’s signature on this agreement signifies his/her agreement that any portion of the security deposit that remains with the landlord after the departure of the roommate shall be paid to the remaining roommates unless otherwise agreed in writing.

**DOMESTIC RESPONSIBILITIES**

- 7. Roommates will be responsible for their own personal room cleaning and laundry.
- 8. The common areas are to be cleaned through a joint effort with responsibilities rotating by week:
  - a. Kitchen
  - b. Bathroom(s)
  - c. Common Living Space
  - d. Yard and/or Trash Removal
  - e. Snow removal

Other: \_\_\_\_\_

The premises will at all times be kept in compliance with local health and safety regulations.  
The chore rotation shall be as follows: \_\_\_\_\_

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9. Roommates will also be responsible for their own cooking and food, unless otherwise agreed upon. All roommates shall pay for basic supplies for the apartment, each paying an equal amount.

### **PETS AND ANIMALS**

10. There will be no pets in the apartment at any time. Should one roommate or their guest bring an animal, that individual will be responsible for all charges and penalties incurred as a result of having the pet.

### **PARTIES AND NOISE**

11. Parties shall be allowed on weekends, to end at \_\_\_\_ p.m. a.m. (circle one) Roommates agree to comply with all relevant laws if they host a party on the premises and agree to be responsible for all damages caused by them, their guests and invitees and any persons attending the party whether specifically invited or not. If the lease or the town in which the premises are located contain specific limitations on parties or noise, all roommates agree to comply with such by-laws, regulations, or terms. At all times noise levels will be kept within a reasonable volume, with no roommate causing noises deemed excessive through the playing of stereos, televisions, or instruments louder than necessary to hear within the room being played.

### **STUDY HOURS**

12. The hours of \_\_\_\_\_ to \_\_\_\_\_ Sunday through Thursday are designated as hours for studying. At this time, the property should be quiet and free from distraction. Additional quiet hours are: \_\_\_\_\_ to \_\_\_\_\_ on the following days: \_\_\_\_\_.

### **LEASE**

13. If there is a written lease, all roommates acknowledge that they have received a copy of the lease for the premises and that they all agree to be bound to its terms. Each roommate will comply with all of the lease terms.

### **CIRCUMSTANCES NOT COVERED BY THIS CONTRACT, ENFORCEMENT**

14. Should there be a circumstance encountered by the renters of the property which is not covered by this contract or the lease, the roommates will need to resolve their disagreement in a mature and fair fashion. If the roommates cannot solve the dispute, all parties agree to seek the help of a mediator or an alternative resolution agency. The cost of such alternative dispute resolution (ADR) will also be equally divided among all parties. All parties agree to not resort to emotional, verbal, or physical violence or attacks, harassment, and intimidation in order to resolve the conflict. If ADR is not successful in reaching an agreement, then the conflict may be resolved through court process; jurisdiction will be in Wyoming in the county where the premises are located.

**PROPORTIONAL SHARES**

15. If the roommates are not paying equal shares of the rent, utilities and other costs of the premises, their proportional shares are set forth as follows:

Rent %	Utilities%	
_____	_____	: Roommate 1
_____	_____	: Roommate 2
_____	_____	: Roommate 3
_____	_____	: Roommate 4

**SECURITY DEPOSIT and LAST MONTH’S RENT**

16. The roommates have paid the following amounts for the security deposit and last month’s rent; each shall be entitled to the use or return of his/her proportional share.

Security Deposit	Last Month’s Rent
Roommate 1 _____	_____
Roommate 2 _____	_____
Roommate 3 _____	_____
Roommate 4 _____	_____

**SIGNATURES**

We, the tenants of this property, acknowledge our understanding of this contract as well as its terms and conditions, by our signatures below. We agree to be bound by this agreement. We also understand that our complete agreement is contained within this agreement and our lease; no verbal agreements, statements, or understandings are included.

\_\_\_\_\_, Roommate 1 Dated: \_\_\_\_\_

\_\_\_\_\_, Roommate 2 Dated: \_\_\_\_\_

\_\_\_\_\_, Roommate 3 Dated: \_\_\_\_\_

\_\_\_\_\_, Roommate 4 Dated: \_\_\_\_\_