

**ROOMMATE CONTRACT**

This contract is an explanation of duties and responsibilities roommates agree to owe each other. It does not effect the duties and responsibilities the roommates owe the landlord either by a separate agreement or by law. Before using this contract it would be wise to consult with a landlord/tenant counselor concerning the possible effect of the rent control laws in your area.

1. Roommates are co-tenants under this agreement.

The roommates on this contract are:

\_\_\_\_\_

\_\_\_\_\_

2. The following roommates have \_\_\_\_\_ been named in and \_\_\_\_\_ signed the rental agreement with the landlord:

\_\_\_\_\_

The following roommates have not \_\_\_\_\_ been named in or \_\_\_\_\_ signed the rental agreement with the landlord, but agree to comply with all the terms of the rental agreement:

\_\_\_\_\_

3. Property

The roommates hereby agree to share \_\_\_\_\_ equally, or \_\_\_\_\_ in specified proportions the property known as:

\_\_\_\_\_

And the following furniture and appliances on said property:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Term

This agreement \_\_\_\_\_ is \_\_\_\_\_ is not subject to termination at any time given 30 days \_\_\_\_\_ written or \_\_\_\_\_ oral notice in advance. However, a roommate may leave and be free of further financial obligation if a substitute roommate is found and accepted in writing by all parties, including the landlord. The departing roommate(s) and the remaining roommate(s) will act in good faith towards achieving landlord consent if needed. It is understood that the departing roommate may be obligated to make separate arrangements per the landlord/tenant contract. The departing roommate agrees to pay his/her share of rent until a substitute roommate is found and accepted. Nevertheless, all roommates understand that if no new roommate is found and the departing roommate fails to pay his/her share of the rent, then the remaining tenants are obligated to make up the departing roommate's share of the rent to the landlord and must seek recovery from the departing roommate in a separate action.

5. Rent

The monthly rental for said property shall be \$ \_\_\_\_\_, due and payable by check on the \_\_\_\_\_ day of each month. Each roommate to pay the following amount(s) \_\_\_\_\_ and shall be paid to \_\_\_\_\_

6. Utilities

The following services and utilities are arranged and paid for as follows:

Item	Account in Name of:	Amount of Deposit	Deposit paid by/refunded	How Bill Shared
Gas				
Water				
Electricity				
Telephone				
Garbage/Trash				
Parking				

7. Deposit

Roommates have paid a security deposit of \$ \_\_\_\_\_. Each roommate has paid the following amount(s) \_\_\_\_\_ which has been paid to \_\_\_\_\_

A roommate will receive his/her portion of the deposit back when landlord refunds it, or the substitute roommate moves in and replaces the moving roommate's security deposit portion. Damage charges due specifically to a particular roommate's action or inaction will be deducted from that person's portion of the deposit. Last month's rent is included in the security deposit:   yes   no

In addition it is agreed:

8. No roommate has the authority to force another roommate out. A roommate may move out provided s/he has complied with the termination of tenancy provisions in this contract and the rental agreement with the landlord.

9. Any waiver or modification of the conditions of this agreement shall be in writing.

10. Additional terms (e.g., parking, overnight guests, "house rules"): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

We, the undersigned, agree to the Roommate Contract:

Roommates (Signature)	Date
_____	_____
_____	_____
_____	_____
_____	_____

\*NOTES:

Re: Rent – Amount may or may not be equal depending upon whether one roommate has a separate bedroom, garage space, etc.

Re: Contract – Copies should be given to each party to this agreement.

Re: Deposit – Assignments between roommates may be written or oral, but a written document is always preferable.