

ROOMMATE AGREEMENT

THIS ROOMMATE AGREEMENT (this "Agreement") is dated as of _____, and is among _____, _____, _____, and _____ (each, a "Roommate" and together, the "Roommates").

RECITALS

WHEREAS, the Roommates are roommates together at the following rental unit: _____ (the "Unit").

WHEREAS, the Roommates enter this Agreement in order to agree upon the rules for the shared use of the Unit.

1. Rent. Unless otherwise specified below in this Section 1, the Roommates agree to share Rent equally (i.e., if there are three Roommates, then each Roommate is responsible for 1/3 of the monthly Rent obligation, regardless of whether a bedroom is shared by more than one person, and regardless of any varying sizes of a bedroom or other amenities). One Roommate (the "Payor Roommate") will be designated by the Roommates or Landlord as the person who will pay the total monthly Rent to the landlord ("Landlord") under the applicable lease agreement (the "Lease"). All Roommates will pay their correct share of Rent to the Payor, who will, in turn, remit the Rent, on or before the due date, to the Landlord. However, if the Landlord agrees to accept Rent from the Roommates individually, then each Roommate may, upon notice to the Payor Roommate, pay its share of Rent directly to the Landlord. However, any pet rent shall be paid solely by the Roommate who owns the pet.

Check this box if Rent is not shared equally as stated above. If this box is checked, then the following is how Rent shall be shared: _____

2. Utilities. Unless otherwise specified below in this Section 2, the Roommates agree to share all Utilities equally (i.e., if there are three Roommates, then each Roommate is responsible for 1/3 of the monthly Utilities obligations). All Roommates will pay their correct share of Utilities to the Payor, who will, in turn, remit the Utilities payments, on or before their respective due dates, to the applicable Utility companies.

Check this box if Utilities are not shared equally as stated above. If this box is checked, then the following is how the Utilities shall be shared: _____



3. Deposits. Unless otherwise specified below in this Section 3, the Roommates agree to share equally all Deposits and Prepaid rent obligations that may be required for the Unit, including any first and last month Rent obligations, security deposit to the Landlord, and any Utility deposits. However, any pet deposit shall be paid solely by the Roommate who owns the pet.

Check this box if Deposits and Prepaid Rents are not shared equally as stated above. If this box is checked, then the following is how the Deposits and Prepaid Rents shall be shared:

4. Term. Regardless of whether a Roommate is a party to the Lease, each Roommate will remain responsible to the other Roommates for its share of Rent and Utilities throughout the duration of the Lease term, unless a sublessee replaces such Roommate, as provided in Section 11 below.

5. Quiet Hours. The Roommates agree to observe the following Quiet Hours, during which there shall be no loud noise such as loud talking, parties, gatherings, loud TV or music, or loud appliances:

Quiet Hours, Weekdays: _____

Quiet Hours, Weekends: _____

If a Roommate wants to deviate from the above Quiet Hours (for instance, hosting a late-night party), the matter should be discussed among all Roommates in advance, and the Roommates should work together to reach a reasonable compromise.

6. Shared Expenses. The Roommates agree to equally share the expenses of the following items:

Cleaning Supplies

Toilet Paper

Spices and Cooking Oils

Bottled Water

Coffee

Other. Describe: _____

Other. Describe: _____

Other. Describe: _____

So long as a Roommate has paid his or her fair share for the above items, each Roommate has the right to fairly use the above shared items.

7. Food. Each Roommate will purchase their own food and will only eat their own food, and will not eat the food purchased or made by other Roommates. However, the Roommates may agree from time to time to share meals or share food. Each Roommate should designate certain cabinet, counter, fridge, and freezer space for his or her own food items.

8. Overnight Guests. A Roommate may have one overnight guest at a time; however, the guest may not exceed three (3) consecutive nights, unless otherwise agreed by all Roommates. Multiple overnight guests at any one time are subject to approval of all Roommates. The Roommate responsible for the guest(s) must ensure that the guest(s) follows all rules set forth in this Agreement.

9. Pets. Pets are permitted not permitted. In any event, all pets must meet the requirements of Landlord. The Roommate who owns the pet is responsible for cleaning up after the pet and all costs associated with the pet.

10. Cleaning. Each Roommate agrees to clean up after himself or herself (and their respective guests and pets), including washing dishes reasonably promptly after they are used and not allowing dishes to pile up for prolonged periods of time. Each Roommate is responsible for cleaning his or her own bedroom. The Roommates will equally share the responsibility of cleaning the common areas of the Unit on a regular basis. Any landscape maintenance or other outdoor cleanup duties will also be shared equally by the Roommates.

11. Subleasing. If subleasing (also known as “subletting”) is permitted under the Lease Agreement, the Roommates agree that (in addition to other terms that the Landlord may require):

- All Roommates will have the opportunity to meet the new prospective subtenant and provide feedback as to whether to proceed with the new prospective subtenant.
- The Roommate subletting his or her space will have the sole discretion to select the new subtenant.

12. Safety; Privacy. The Roommates agree to secure the Unit by appropriately locking it when the Unit is not occupied and to not allow guests or visitors unattended in the Unit. The Roommates agree to respect the privacy of one another, and to not enter another Roommate’s bedroom or use another Roommate’s personal items unless permitted to do so. The Roommates agree to follow common sense and applicable local and/or state guidelines regarding Covid-19 quarantine and contact tracing requirements and protocol where applicable.

12. Disagreements. If the Roommates disagree on any matter under this Agreement, or any other matter relating to the use or occupancy of the Unit, the Roommates will confer with one another and endeavor to reach a reasonable resolution and/or compromise.

- 13. Smoking Policy.**
- Smoking permitted inside the Unit.
 - Smoking not permitted inside the Unit.

14. Additional Provisions. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one and the same agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State in which the Unit is located.

IN WITNESS WHEREOF, intending to be legally bound by this Agreement, the undersigned execute this Agreement as of the date set forth above.

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

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