

Roommate Agreement

(sample)

_____, _____, _____, and _____ are co-tenants at (address) _____ under a _____ (year or month) long lease that expires on _____, 2____. Said co-tenants have all signed a lease with the landlord, _____ (name), at (address) _____, telephone _____.

Each co-tenant has paid the following upon move-in:

<i>Name</i>	<i>Move-in Date</i>	<i>1st Mo. Rent</i>	<i>Last Mo. Rent</i>	<i>Security Deposit</i>

Each co-tenant agrees to the following:

1. **Rent.** The rent of \$ _____ per month will be proportioned as follows:

<i>Bedroom Designation</i>	<i>Co-Tenant</i>	<i>Bathroom</i>	<i>Rent Amount</i>
<i>Master Bedroom</i>		Private ___ Shared ___	\$
<i>Bedroom 2</i>		Private ___ Shared ___	\$
<i>Bedroom 3</i>		Private ___ Shared ___	\$
<i>Bedroom 4</i>		Private ___ Shared ___	\$

_____ (name) will write a check for the total months rent and take it to the owner on the _____ day of the month. All co-tenants will pay their share to _____ (name) on or before the due date.

2. **Food.** Each co-tenant is responsible for his or her own food purchases.

3. **Cleaning.** All bedrooms and bathrooms will be cleaned weekly. The household chores for the common living area will rotate, with each co-tenant responsible for vacuuming, dusting, mopping, etc. on a weekly basis. Each co-tenant will promptly clean up after him/herself in the kitchen. No one will leave dishes in the sink, and everyone will promptly clean up when asked.

4. **Utilities.** Co-tenants will pay an equal share of the utility bills. Utility bills include: _____ Power _____ Gas _____ TV _____ Other _____ (name) will arrange for service and will pay the bills. Within three days of receiving the bill, co-tenants will each pay their share of the total.

5. **Telephone.** _____ (name) will arrange for telephone service and will pay the monthly bill. Within three days of receiving the bill, co-tenants will identify their own long-distance

charges and co-tenants will each pay their long-distance totals, plus their proportionate share of the basic charges.

6. **Guests.** Each tenant agrees to have no more than one overnight guest at a time and to inform the others in advance, if possible. Each co-tenant agrees to no more than four guests overnight in a month.

7. **Violations of the Agreement.** The co-tenants agree that repeated and serious violations of one or more of the above understandings will be grounds for any _____ (number) co-tenants to ask the other to leave. If a co-tenant is asked to leave, he/she will do so within two weeks, and will forfeit any outstanding prepaid rent.

8. **Leaving Before the Lease Ends.** If a co-tenant wants to leave before the lease expires on _____, he/she will give as much notice as possible and not less than one month and diligently try to find a replacement tenant who is acceptable to the remaining co-tenants and the landlord.

9. **Security Deposits.** The co-tenant who leaves early (voluntarily or involuntarily) will get their share of the security deposit returned, minus costs of repairs, replacement and cleaning attributable to the departing tenant, when and if an acceptable co-tenant signs the lease and contributes their share to the security deposit. If an acceptable co-tenant cannot be found, the departing tenant will not receive any portion of their share of the security deposit until the tenancy of the remaining co-tenants is over and the security deposit is refunded (or not) by the landlord.

10. **Dispute Resolution.** If a dispute arises concerning this agreement or any aspect of the shared living situation, the co-tenants will ask Mountainlands Community Housing at 435-647-9719 and/or Utah Legal Services at 800-662-4245/801-328-8891 for assistance before they terminate the co-tenancy or initiate a lawsuit. This will involve all co-tenants sitting down with a mediator in good faith to try to resolve the problems.

Co-tenant

Date

Co-tenant

Date

Co-tenant

Date

Co-tenant

Date

The above information should not be regarded as legal advice or considered a replacement of responsibility. Tenants and Landlords should be familiar with the Utah Renters Handbook published by Utah Legal Services., 254 West 400 South, Second Floor, Salt Lake City, UT 84101, telephone: 801-328-8891 or 800-662-4245.

Roommates & You

The people we live with significantly affect each other's lives, emotionally and financially. Choose your roommates carefully and work with them if problems occur. Best friends do not always make a great roommate. After signing a lease you may discover you have different ideas about cleaning, parties, bills or other issues that can become major problems. If this happens, your only option will be to negotiate compromises, sublet or wait until the lease ends. Discuss the issues below before signing your Roommate Agreement.

It is best to sign a separate lease with the landlord. The lease should make you responsible for your share of the rent and for damages caused by you or your guests. Landlords do not have to let roommates sign separate leases. The lease should be made for only the time that you desire to rent.

Often roommates who sign one rental lease are jointly and severally liable; therefore it is prudent to also have a roommate agreement. "Joint and several liability" means any or all roommates can be held responsible when any roommate fails to meet obligations under the rental contract, such as not paying rent, violating a lease clause or damaging the unit. A roommate agreement should establish each roommates obligation to the others.

Items to Discuss with a Prospective Roommate	
<p>Rent: <i>(Make sure your lease allows roommates)</i></p> <ul style="list-style-type: none"> •Who pays the rent to the landlord? Will the landlord accept one check or can each pay? •What happens if one person cannot pay the rent one month? Who pays the late fee? 	Your notes:
<p>Security Deposit:</p> <ul style="list-style-type: none"> •Who pays the deposit and whom will the deposit be returned to? •What will happen to a roommate's deposit if they sublet or leave before the lease is up? 	
<p>Bedrooms:</p> <ul style="list-style-type: none"> •What bedrooms will the roommates occupy? Can roommates switch bedrooms? •What are the rents for each bedroom, are the bathrooms private or shared? •What do couples sharing a bedroom pay.. rent, utilities, etc.? 	
<p>Subletting:</p> <ul style="list-style-type: none"> •What policies do the roommates have for subletting? •Do you need the consent of the roommates to sublet? 	
<p>Guests/Privacy:</p> <ul style="list-style-type: none"> •Are overnight guests allowed? Where will the guest sleep? •When, how often, and for how long may guests visit? •What are the general privacy rules, in your bedroom, bathroom, and common area. 	
<p>Quiet Hours/Parties:</p> <ul style="list-style-type: none"> •What hours, if any, will be designated as quiet hours? •Will parties be allowed, if so, how often and when? What about alcohol? 	
<p>Phone/Utility Accounts:</p> <ul style="list-style-type: none"> •Whose name will be on the account? Can you put several names on it? •Who pays the bill? Can you pay with separate checks? •How much deposit/hookup fee and basic monthly charge will each person pay? •Who pays the late fee? 	
<p>Cable:</p> <ul style="list-style-type: none"> •Does the rental have cable? Whose name will the cable be in? Who pays the bill? 	
<p>Household Duties:</p> <ul style="list-style-type: none"> •What are the common area rules? Do you have a schedule for cleaning? •Discuss garbage removal, dishes in the sink, cleaning in the kitchen, vacuuming. 	

<p>Messages/Mail: Where will phone messages and mail be put? What are the rules for taking messages?</p>	
<p>Smoking/Pets: •Is smoking permitted in the rental? If so, when and where? •Are pets allowed? What types are acceptable?</p>	
<p>Dispute Resolution/Destruction of Property: •How will you deal with problems that occur? •What happens if property in the apartment is destroyed? Who is responsible?</p>	

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