

ROOMMATE CONTRACT

This agreement made on _____ (date) is a contract between: _____, _____, _____, _____, and _____, co-tenants, for the rental premises located at _____ (address).

This agreement is to last for the same term as our lease agreement, which runs from _____ to _____. I understand that I am entering into a legally binding agreement that is enforceable by and between my roommates. I understand that this agreement is not enforceable with regard to my landlord, and will not protect me against any claims that my landlord may have against myself or my roommates under our lease agreement.

Security Deposit: The security deposit for the rental premises is \$_____. My share amounts to \$_____. I accept responsibility for damages which I, my pet(s), or my guests cause, and I will reimburse my roommate(s) for the part of their security deposit withheld for these damages.

Rent: The total rent according to the lease agreement is \$_____ per month. I promise to pay \$_____ per month on or before the due date set forth in the lease agreement. My payments will be made (directly to the landlord) or (to _____, my co-tenant, who will pay the landlord) [circle one]. I understand that we as a group and I as an individual am responsible to the landlord for the total rent due for the full term of the lease agreement. I understand that the landlord can evict all of the tenants if the landlord does not receive the rental payments in full and on time each month.

Utilities:

I promise to pay 1/____ of the deposits and/or hook-up charges for all utilities.

I promise to pay 1/____ of the monthly utilities (water, gas and electric).

I promise to pay 1/____ of the monthly phone service charge, plus all long distance calls which I make.

I promise to place the following utilities in my name and to ensure that monthly payments are collected and made by all co-tenants in full and on time: _____

I promise to pay as follows for any additional utilities or services (cable, internet access, security system, etc.): _____

Moving Out: If, for any reason, I move out of the rental premises, I realize that it is my responsibility to find a replacement tenant. I promise to take reasonable steps to find a replacement roommate who is acceptable to my present roommates. If one of my roommates moves out, I understand that it is my responsibility to take reasonable steps to find a replacement tenant. I understand that it is in the best interests of all roommates to replace any departing tenants as quickly as possible because all of the roommates still remain liable to the landlord for the full amount of the rent.

Additional Agreements: Attached is a description of additional agreements that are incorporated into this contract, including: food/shopping arrangements; cleaning responsibilities; privacy; parking; sharing of personal items; noise/study times; smoking/drinking/drugs; parties and entertaining; overnight guests; pets, etc.

The roommates have executed this agreement on _____ (date). Signed by:

This roommate contract is provided for the mutual benefit of roommates, and does not constitute legal advice. If you need legal advice, you must contact an attorney. 12/07