

Sample Roommate Agreement

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We encourage you to set forth your understandings and expectations with your roommates in writing in advance. This sample document is provided as a reference for your consideration, and is not intended as legal advice.

Model Agreement

I. Amount and Method of Payment of Rent

Unless otherwise expressly agreed in writing, each roommate shall be responsible for an equal per capita proportion of rent lawfully owed to the landlord under the terms of the rental agreement, subject to any subsequent lawful rent adjustment. Each roommate shall be furnished an individual copy of the rental agreement; if the rental agreement is oral, each roommate shall promptly be informed of its complete contents. (Check one alternative below:)

- Rent shall be tendered individually by each roommate when due to one designated roommate, who shall submit all rent owed in a timely fashion (as per the rental agreement with the landlord) to the landlord or to the landlord's designated agent.
- Rent shall be tendered individually by each roommate when due to the landlord or to the landlord's designated agent.

II. Termination of Tenancy by Roommate; 30-Day Written Notice to Other Roommate(s) Required

Any roommate intending to terminate his or her tenancy shall so inform the remaining roommate(s) in possession, in writing, a minimum of thirty (30) days before vacating the premises. Whenever possible, the vacating roommate shall reasonably assist the remaining roommate(s) in finding a suitable replacement roommate. The vacating roommate shall be responsible for any and all current and outstanding charges, costs, or fees incurred by him or her during the course of his or her tenancy and/or caused as a result of the vacation of his or her tenancy.

III. Household Expenses, Charges and/or Costs

Each roommate shall be responsible for an equal per capita proportion of common household expenses, charges and/or costs, which amounts shall be paid promptly. Any additional charges, costs and/or fees incurred by an individual roommate shall be that individual roommate's sole responsibility. Such amounts shall be paid promptly by the roommate incurring them.

IV. Guests

Upon reasonable oral or written notice to the other roommate(s), a roommate may have an overnight guest stay in his/her room for a continuous period of up to seven (7) days. A minimum of twenty-four (24) hours shall be deemed to be reasonable notice in absence of evidence to the contrary. The "host" roommate shall be responsible for the actions and conduct of his or her guest. The "host" roommate's guest may remain beyond seven (7) days only with the express consent of the other roommate(s). If at any time the guest substantially interferes with the comfort, safety or enjoyment of the other roommate(s), any roommate may revoke said guest's license by expressly informing the "host" roommate and/or the guest that the guest's permission to stay in the rental unit has been revoked, along with the reason(s) for this revocation. After said guest and/or the "host" roommate have been so informed, eight (8) hours shall be deemed a reasonable amount of time for the guest to vacate the rental unit, in the absence of substantial cause to the contrary (e.g., serious emergency, accident, etc.).

(continued on next page)

V. Involuntary Termination of Roommate Tenancy

Notwithstanding any other provision of law, no roommate shall be asked or required by another roommate to involuntarily terminate his/her tenancy unless:

1. The roommate has failed to pay: (a) his or her portion of the rent to which the landlord is lawfully entitled under the rental agreement, (b) his or her agreed proportion of common household expenses, charges and/or costs, or (c) any individually incurred expenses, charges and/or fees whose late- or non-payment will adversely affect the other roommate(s) (e.g., personal telephone bills); or
2. The roommate is committing or permitting to exist a substantial nuisance in, or is causing significant damage to, the rental unit, or is creating or permitting to exist a substantial interference with the comfort, safety or enjoyment of the landlord and/or the other roommate(s), and the nature of such nuisance, damage or interference is specifically stated in writing by the landlord or the other roommate(s) and is not reasonable corrected or correctable; or
3. The roommate has violated a lawful obligation or covenant enumerated in the rental agreement between the landlord and roommate(s) without the express permission of the other roommate(s); or
4. The roommate substantially violates any express material agreement which may be created between him/her and the other roommate(s), on, or subsequent to, the roommate's occupancy, including, but not limited to, the terms of this present agreement.

Signature and Date: _____

Signature and Date: _____

Signature and Date: _____

Signature and Date: _____