

Roommate Agreement

The following roommates have signed a roommate agreement on the _____ day of _____, 202__ for the following dwelling:

Roommate #1: [Please enter roommate 1's name]

Roommate #2: [Please enter roommate 2's name]

TERMS

1. This Agreement will remain in effect for a period of 12 months.

EXISTING RESIDENTIAL LEASE AGREEMENT

2. The roommates acknowledge that they have previously signed a Residential Lease Agreement with Jaycee James, the landlord(s) of the premises which commenced on . Weekly subject to weekly renewal.
3. The roommates agree that this Roommate Agreement will exist alongside the Residential Lease Agreement. It is intended to set forth the rights and responsibilities that the roommates have with respect to each other. It does not, in any way, serve to replace or amend the rights and responsibilities arising from the Residential Lease Agreement.
4. Execution of this Roommate Agreement does not alter the joint and several liability of the tenants under the Residential Lease Agreement with the landlord. However, it may be used if a dispute among the roommates arises.

RENT

5. The rent for the property at the address above is \$ every three months, due and payable on the of each and every third month to Jaycee James.
6. The roommates agree that they will share the rent amount in the manner specified in the Residential Lease Agreement.
7. All roommates agree that if any act or failure to act by any of them results in any late fees or costs for failure to pay rent, including costs of collection, the roommate(s) who paid late or who did not pay rent will be jointly and severally responsible for all costs and fees of the roommates who paid on time.
8. All roommates agree that each person will be responsible for paying his or her share of the rent to the landlord directly.

SECURITY DEPOSIT

9. The details regarding security deposit information for the property at the address above are sufficiently dealt with in the Residential Lease Agreement. Accordingly, they will not be dealt with in this Agreement.

UTILITIES

10. The roommates acknowledge that the costs of all utilities are included in the rent.

HOUSE RULES

11. All roommates agree to act reasonably in their dealings with each other and to refrain from any behavior, action or inaction that they know, or reasonably ought to know, will interfere with the other roommates' enjoyment of their tenancies. All roommates agree to discuss concerns frankly and in a timely manner, and to refrain from emotional outbursts. Should negotiation become necessary, all roommates agree to negotiate in good faith. All roommates agree to respect each others' property, privacy and sleep schedules and to comply with all reasonable requests wherever possible.
12. Despite the intentions of the roommates that they reside in an environment free from stress and conflict, they acknowledge that conflicts may occur from time to time. Some areas where conflicts can arise include, but are not limited to, smoking, alcohol and other drugs, illegal activities, roommates, use of stereo and television, quiet hours for studying, parking, use of personal property, and the behavior of friends and guests. The roommates have agreed to the following rules.

Illegal Activities

13. All roommates agree that they will not engage in any illegal activities while on the premises.

Parties, gatherings, and celebrations

14. The roommates agree to obtain the appropriate permits and to follow the lease, rules, and regulations of the landlord, and any governing local ordinances regarding parties, gatherings and celebratory events at the premises. Consent of each roommate is not required to hold a party, gathering or celebration.
15. The roommate(s) hosting the party, gathering or celebratory event will be responsible for the cleanup and undertakes to engage in the cleanup as soon as is reasonably possible.

Quiet Hours

16. All roommates agree to observe quiet hours at all times. Accordingly, the roommates agree to maintain a noise level on the premises that will permit the other roommates the ability to enjoy the use of their private space.
17. If the noise level is such that quiet enjoyment is not possible, the roommate(s) responsible for the noise will not refuse a reasonable request to adjust the noise level such that the requesting roommate can enjoy the use of his or her private space.

Guests

18. Each roommate is responsible for the behavior of his or her guests. Guests will not unreasonably disturb other roommates. Guests must stay in the bedroom of the roommate who invited them, unless all other roommates agree that the guest may stay in a shared area.
19. The roommates further agree that overnight guests will be permitted on the following basis: Any guest staying more than two weeks is subject to a separate and new lease agreement, that must be approved by the landlord and is retroactively applied starting the beginning of the second week on the property.
20. The roommates agree to follow the lease, and any rules and regulations indicated by the landlord governing guests.
21. Any amendment or alteration of the guest policy as outlined by this Agreement will be in writing, signed by the roommates.

Use of Personal Property

22. Property deemed personal in nature includes any property not in the shared areas of the residence. All roommates agree to refrain from borrowing the personal goods of any other roommates, without prior approval. Exceptions to this should be clearly stated, with the roommates reserving the right to change their minds about the sharing of their items. If damage is done to personal property, the roommate responsible for the damage will be held liable.

Additional House Rules

23. Quiet gatherings are allowed monthly limited to an approved number of (no less than 3 guests) by the landlord, without violating local fire code for larger gatherings. Any violating of local fire codes will result in immediate cancellation of the gathering.

HOUSEHOLD DUTIES AND RESTRICTIONS

Cleaning

24. All roommates agree to follow reasonable standards of cleanliness in maintaining the private and common areas of the premises. All roommates agree that the household chores will be divided as follows: Fairly between occupants. All roommates will promptly address any concerns about cleanliness with each other in a polite and professional manner.

Pets

25. The roommates to the Agreement agree that only the following pets will be allowed on the premises: Small dog or cat.
26. Any pet owner also agrees that he or she will be exclusively responsible for any and all damages caused by the pet. This includes, but is not limited to, damage to furniture, carpeting, doors, lawn and garden.

Parking Space

27. The roommates acknowledge that there are 1 parking space(s) available.
28. The details regarding parking space allocation rent for the premises are sufficiently dealt with in the Residential Lease Agreement. Accordingly, they will not be dealt with in this Agreement.
29. The total cost of the parking space(s) is \$.

Household Costs

30. Each roommate agree that common household expenses, charges and/or costs will be shared in the same proportion as rent. Any additional charges, costs and/or fees incurred by an individual roommate will be that individual roommate's sole responsibility. Such amounts will be paid promptly by the roommate incurring them.

Damages

31. Any roommate who causes damage to the premises or to the personal property of any roommate will be responsible for that damage. Damages caused by the guests, invitees, or permittees of any roommate will be attributed to that roommate. Any damages that cannot be traced to any particular roommate with reasonable certainty will be paid equally by all roommates to this Agreement.
32. In the event of a dispute regarding responsibility for damages, the roommates agree that they will try to negotiate the matter in good faith. If the dispute cannot be resolved by negotiation between the parties concerned, the roommates agree that they will try to resolve the matter by way of a mediator or other neutral, mutually acceptable party.

TERMINATION OF TENANCY

33. No roommate has the authority to force another roommate to involuntarily terminate his or her tenancy. Any waiver or modification of the conditions of this agreement will be in writing.
34. Any roommate intending to terminate his or her tenancy will so inform Jaycee James, in writing, a minimum of 3 days before vacating the premises. Whenever possible, the vacating roommate will reasonably assist the remaining roommate(s) in finding a suitable replacement roommate. The vacating roommate will 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.
35. All roommates agree to provide their forwarding address and a phone number by which they may be contacted in the event they must vacate the premises for any reason. The forwarding address and new phone number must be provided as soon as reasonably practical to the other roommates to this Agreement. All roommates agree that if any roommate is compelled to use professional services (e.g. a process server or investigator) to locate another roommate's address for service of legal process, that the roommate who failed to provide his/her forwarding address within 7 days after vacating the premises will pay for the locate costs.
36. If any roommate vacates the premises for any reason, and fails to collect his or her property within 30 days, the property may be considered abandoned by the remaining tenants. At the end of that time, the remaining tenants may discard the abandoned property or else sell or auction the abandoned property to satisfy outstanding debts of the breaching roommate under this Agreement.

We, the undersigned, hereby indicate by our signatures below that:

- we have read this full agreement;
- we understand all it contains; and
- we agree to be bound by its terms and conditions

[Please enter roommate 1's name]

Date

[Please enter roommate 2's name]

Date