

California Roommate Agreement

On _____, 20____, we, the tenant(s) named below, signed a lease agreement for the residential property at the address listed below. By entering into this roommate agreement, we hope to ensure that rental responsibilities will be understood and shared by all roommates as described in this agreement.

This Roommate Agreement (the "Agreement") is made by and between _____[tenant 1], _____[tenant 2],, and _____[tenant 3], for the residential property at _____[property address]. We are entering into this Agreement in order to identify the rights and responsibilities of each tenant during the course of the lease agreement.

This Agreement runs concurrently with the lease agreement for the residential property, which is effective from _____, 20____, to _____, 20____.

I. Rental Payments: Under the terms of the lease agreement, the total rental amount due each month to the landlord is _____ dollars (\$_____). Each roommate shall pay the following amount:

_____ [tenant name]	\$ _____ [amount]
_____ [tenant name]	\$ _____ [amount]
_____ [tenant name]	\$ _____ [amount]

Rent must be paid in the form of _____ [indicate form such as "cash", "check", etc.] to _____ [landlord or name of roommate responsible for payment]. The rent is due on the ____ day of each month.

II. Security Deposit Amount: The total security deposit amount that we paid the landlord for the residence as required by the lease agreement is _____ dollars (\$_____), which was paid to _____ [landlord or name of roommate responsible for payment] on _____, 20____. Individually, we each paid a portion of the security deposit as follows:

_____ [tenant name]	\$ _____ [amount]
_____ [tenant name]	\$ _____ [amount]
_____ [tenant name]	\$ _____ [amount]

Each roommate will receive his/her share of the security deposit if and when the landlord returns it after the lease term ends. Any deduction(s) from the deposit by the

landlord shall be withheld from all of the roommates in proportion to the amount of deposit that he/she paid. However, any damage to the residence caused by a particular roommate or roommates shall be charged only to the roommate(s) who caused the damage.

III. Household Supplies: A single ledger (with item description, cost, and date of purchase) will be kept listing all household supplies purchased by each roommate. The supplies may include such things as paper towels, toilet paper, cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the home which will be shared by all roommates. The purchaser of household supplies will be entitled to reimbursement from the other roommates.

IV. Kitchen Use and Clean-Up: (check one)

- ☐ Food expenses will be shared equally by all roommates.
- ☐ Food will be purchased by each roommate individually.

Food may not be borrowed without the purchaser's approval. Each roommate will have _____ storage space for his/her groceries. Roommates may choose to share in meal preparation and clean up. Each roommate will clean up the kitchen after his/her use.

V. Personal Property: All tenants agree to not use or borrow other roommates' personal item(s) without the approval of the roommate who owns the property. Any exception(s) to this rule will be clearly stated and agreed upon, and the roommate who owns the property retains the right to change his/her mind about sharing his/her property. Any personal property that is borrowed will be used respectfully and returned in the same condition. If any damage is done to a roommate's personal property, the roommate(s) responsible for causing the damage will compensate the roommate who owns the personal property for his/her loss.

VI. Cleaning: Each roommate agrees to share the responsibilities of cleaning and maintaining the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors, cleaning bathrooms, and other duties.

VII. Cleaning Schedule: (check one)

- ☐ Each roommate agrees to the attached cleaning schedule (attach cleaning schedule). The schedule indicates when each roommate will complete his/her assigned cleaning and maintenance duties.
- ☐ All roommates will work together ["at a designated time"] to clean/maintain the residence.

VIII. Additional Agreement Terms: (The following items have been known to occasionally cause conflict between roommates. If any of the following might become an issue, present a problem, write out any needed additional agreements and attach.)

- ☐ Smoking/alcohol/drugs ☐ Parking ☐ Overnight guests
- ☐ Cleanup after parties/guests ☐ Sound system use ☐ Behavior of guests
- ☐ Phone messages ☐ Keys ☐ Shared areas (bathrooms)
- ☐ Quiet hours for studying and sleeping

IX. Utilities

The following services have been arranged and paid for as follows:

Item	Account in Name of	Amount of Deposit	Deposit Paid By	How Bill Shared	Name Roommates Responsible for payment
Gas/Oil/Propane					
Water					
Electricity					
Garbage					
Cable TV					
Phone					
Internet					
Other					

X. Governing Law: This Lease shall be governed by and construed in accordance with the laws of the State of California.

XI. Megan's Law: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

This Agreement represents the complete and final understanding of the roommates' intent. All preliminary discussions and negotiations by the roommates are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all roommates.

We, the undersigned, agree to the above terms.

ROOMMATE #1 SIGNATURE: _____

Printed Name: _____ Date: _____

ROOMMATE #2 SIGNATURE: _____

Printed Name: _____ Date: _____

ROOMMATE #3 SIGNATURE: _____

Printed Name: _____ Date: _____

LESSOR/LANDLORD SIGNATURE: _____

Printed Name: _____ Date: _____

CALIFORNIA FLOOD DISCLOSURE

This Flood Disclosure Addendum is made part of the lease agreement dated _____, 20____, by and between _____ (“Landlord”) and _____ (“Tenant”) for the property located at _____, City of _____, State of California.

Per [Section 8589.45 of the Government Code](#), the Landlord is required to provide any and all information if the rental property is at risk of flooding as deemed by the State of California.

The Landlord hereby discloses the following: (initial)

_____ - The Landlord has **NO KNOWLEDGE** that the rental property is located in a special flood hazard area of an area at risk to potential flooding;

OR

_____ - The Landlord **IS AWARE** and discloses to Tenant the rental property is located in a flood hazard area or an area that has a high risk to potential flooding. Under State law, the Landlord can declare they have actual knowledge of a flooding hazard on the rental property if one (1) of the following are true:

- The Landlord currently holds flood insurance on the rental property;
- The Landlord has received notice from a public, government, or equivalent agency that the rental property is located in a special flood hazard zone or an area of potential flooding; or
- The Landlord’s mortgage holder requires the Landlord to carry flood insurance.

The Tenant has the right to seek information about hazards, not limited to flooding, that may affect the rental property from the Office of Emergency Services at the web address of <http://myhazards.caloes.ca.gov/>.

It shall be known that the Landlord’s insurance does not cover the loss of the Tenant’s personal possessions or for any relocation expenses. Any losses would be the sole responsibility of the Tenant. Therefore, the Tenant should consider purchasing their own insurance to cover these items. The Landlord does not need to provide any additional information concerning the potential of flood hazards on the rental property.

The following parties have reviewed the information about and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Tenant’s Signature _____ Date _____

Landlord’s Signature _____ Date _____