

North Carolina Housemate Agreement

Date _____

This Housemate Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the undersigned individuals (hereinafter referred to as "Housemates" or "Cotenants" or "Tenants") for the purpose of jointly occupying the premises located at [

*
*
*
*

] (hereinafter referred to as the "Property").

Term and Security Deposit

Choose (by checking) one of the Payment Options Below

☐ TERM (Payment Option 1)

- The Housemates have signed a Lease Agreement with the landlord on [__ / __ / ____], which expires on [__ / __ / ____].
- The total security deposit paid to the landlord is \$[____].

☐ Month to Month (Payment Option 2)

- The Housemates have signed a Month-to-Month Lease Agreement with the landlord on [__ / __ / ____]. The lease can be terminated by either party with a notice period of [____] days.
- The initial total monthly rent for the Property is \$[____]. However, the landlord reserves the right to increase the rent upon providing [____] days written notice to the Housemates.
- The total security deposit paid to the landlord is \$[____].

Rent

- The initial total monthly rent for the Property is \$[____]. However, the landlord reserves the right to increase the rent upon providing [____] days written notice to the Housemates.
- The rent will be due on the [____] of each month.
- The Housemates agree to collectively pay this amount and are responsible for determining and arranging the distribution of rent amongst themselves. The landlord will not be involved in the internal division of rent between tenants. It is the tenants' responsibility to ensure that the total rent is paid in full and on time each month.

Utilities

Choose (by checking) one of the options below

☐ Option 1

The Housemates will pay [____]% share the costs of the following utilities:

- [_____]
- [_____]
- [_____]
- [_____]
- [_____]
- [_____]

☐ Option 2

Each Housemate will pay their equal share of the utility's total costs to the landlord no later than [____] of each month.

☐ Option 3

The designated Housemate, [_____], will be responsible for ensuring that utility payments are made on time.

Responsibilities and House Rules

Smoking

- Smoking is prohibited within the Property, please smoke outside.

Parties or gatherings

- Parties or gatherings that may disturb the neighbors are not permitted without prior consent from all Housemates.

Cleaning and Maintenance

- The Housemates agree to keep the common areas, including but not limited to the kitchen, living room, and bathrooms, clean and tidy.
- Each Housemate is responsible for maintaining cleanliness and order in their own bedroom.
- The Housemates will establish a cleaning schedule to distribute the responsibilities of cleaning the common areas on a rotating basis.

Guest Policy

- Each Housemate may have overnight guests, but the total number of guests staying overnight should not exceed [____] at any given time.
- Housemates must notify each other in advance if they plan to have an overnight guest.
- No guest shall stay for more than [____] consecutive nights or [____] nights in any given month.

Guest Policy (Continued)

If the landlord determines that an overnight guest is living with the tenant on a consistent basis, the landlord may require the tenant to revise or amend their rental agreement to reflect the additional occupant. The revised or amended rental agreement may include an increase in rent or other changes to the terms of the tenancy. The tenant will be required to sign the revised or amended rental agreement in order to continue the tenancy.

Damages

The landlord will not be responsible for any personal or property damage that occurs to the tenants during the time on the property. The tenants assumes all risk of personal injury and damage to their property while on the premises, and the landlord shall not be held liable for any such damage or injury. The tenants is encouraged to obtain their own insurance coverage to protect against these risks.

Damages (Continue)

Each tenant acknowledges and agrees that they are individually responsible for any damages they cause to the property. This includes damages resulting from their own actions, negligence, or failure to exercise reasonable care.

In the event of any damage to the property, including but not limited to the structure, fixtures, appliances, or any other items provided within the premises, the Tenant responsible for the damage shall promptly notify the other tenants and the landlord.

The Tenant responsible for the damage shall bear the full cost of repair, replacement, or restoration necessary to restore the property to its original condition prior to the damage occurring. The cost of repair or replacement shall be determined by the landlord or a professional contractor selected by the landlord.

If the damage is not repaired or reimbursed by the responsible Tenant within a reasonable timeframe, the landlord may deduct the cost of repairs or replacements from the security deposit paid by the Tenant.

VIOLATIONS OF THE AGREEMENT

The Cotenants agree that breach of or non-compliance with the terms of this agreement by a Cotenant ("Cotenant in Breach") may be grounds for the other Cotenant(s) to terminate the Agreement with respect to the former. Specifically, repeated violations (no less than instances) of any part of this Agreement, whether the same terms have been repeatedly violated or different ones, shall allow any of the other Cotenants to terminate the Agreement with respect to the Cotenant in Breach. In such an event, the Cotenant in Breach shall be given at least [____] days to vacate the Property. All prepaid rent paid by the Cotenant in Breach shall be forfeited in favor of the remaining Cotenants.

Dispute Resolution

In the event of any disputes or disagreements arising between the Housemates, the Housemates agree to attempt to resolve the matter amicably through open communication and compromise.

If a resolution cannot be resolved the Landlord will here both sides and make a judgment.

Termination

- If a Housemate wishes to terminate this Agreement and vacate the Property before the end of the term, they must provide written notice to the other Housemates and landlord at least [____] days in advance.
- In the event of a Housemate's departure, the remaining Housemates may seek a replacement Housemate, subject to landlord approval and signing a new Housemate Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [_____].

By signing below, the Housemates acknowledge and agree to all the terms and conditions set forth in this Agreement.

Housemate 1:

Signature:

Printed Name:

Housemate 2:

Signature:

Printed Name:

Landlord:

Signature:

Printed Name: