

ROOMMATE AGREEMENT

This roommate agreement (this "agreement") is made this ____ day of _____, 20____ (the "Effective Date"), by and among/between the following roommates: _____ (each a "roommate" and collectively the "roommates").

1. Purpose. The roommates are tenants at the premises located at _____ [premises address] (the "premises") for a term beginning on _____, 20____ and (Check one) ☐ ending on _____, 20____

☐ continuing month-to-month until terminated ☐ arrival and departure to be decided privately ☐ other: _____.

The premises are subject to an initial landlord tenant agreement signed by one or more roommates with _____, the landlord, on _____, 20____ (the "tenancy agreement"). Each roommate acknowledges he/she has read the tenancy agreement and hereby agrees to abide by the terms and conditions contained in the tenancy agreement, as well as any other rules of the landlord, and those in this agreement and to share the responsibilities and obligations while living at the premises.

The execution of this agreement shall not modify the joint and several liability of the tenants under the tenancy agreement with the landlord. Nevertheless, it may be invoked in the event of a disagreement amongst the roommates. This agreement establishes the rights and responsibilities that the roommates have with respect to each other. It does not replace or eliminate the rights and responsibilities stated explicitly or implicitly in the tenancy agreement. Except as provided within this agreement, the roommates are liable among themselves jointly and severally for all duties and obligations of a tenant within the premises.

2. Rent. The rent for the premises is ₦_____ per month.

Each roommate shall pay his or her share of the rent in the following amounts:

- _____ [Roommate Name]; Amount of Rent: ₦_____

- _____ [Roommate Name]; Amount of Rent: ₦_____

- _____ [Roommate Name]; Amount of Rent: ₦_____

The rent is due on the _____ day of each month to the landlord or host roommate. Each roommate will deliver his or her share of the rent on or before the due date. All roommates agree that in the event of a late payment of any rent or fee, the roommate who paid late will be responsible for the extra costs incurred by the other roommates who paid on time. If roommates will switch bedrooms or pay different amounts of rent at any point, those changes should be noted above.

The rent includes access to and use of all common living areas which include the following (the "Common Area"): (Check all that apply)

- ☐ Living room
- ☐ Kitchen
- ☐ Bathroom
- ☐ Family room
- ☐ Laundry room
- ☐ Dining room
- ☐ Basement
- ☐ Other: _____

3 . Agency Fee (If Applicable). The fee for the premises is ₦_____ ☐ Not applicable.

Each roommate is responsible for a share of the agency fee in the following amounts:

- _____ [Roommate Name]; Amount of Fee: ₦_____
- _____ [Roommate Name]; Amount of Fee: ₦_____
- _____ [Roommate Name]; Amount of Fee: ₦_____

4. Damages Fee (or Security Deposit). The fee for the premises is ₦_____ ☐ Not applicable.

Each roommate is responsible for a share of the damages fee in the following amounts:

- _____ [Roommate Name]; Amount of Fee: ₦_____
- _____ [Roommate Name]; Amount of Fee: ₦_____
- _____ [Roommate Name]; Amount of Fee: ₦_____

At the end of the tenancy, each roommate will receive his or her share of the security deposit, minus any amount applied by the landlord, divided pro rata to the initial contributions made by each party. In the event where the landlords deducts due to a damage made by a specific roommate, that roommate must ensure other parties receive their full initial contributions, unless the other roommates choose to forgo it.

5. Repairs. Each roommate is responsible for any damage to the premises caused by him or her during the stay including his or her guests. If there is damage that cannot be reasonably traced back to a particular person, the cost of the damage (Check one): ☐ will be shared equally by all the roommates; ☐ will be shared as described herein:

6. Utilities. Any utilities not included with rent (Check one) ☐ will be shared equally by all the roommates; ☐ will be shared as described herein:

The following utilities will be the shared responsibility of the roommates: (Check all that apply):

- ☐ Electricity
- ☐ Gas
- ☐ Water
- ☐ Cable
- ☐ Internet
- ☐ Telephone
- ☐ Service
- ☐ Trash
- ☐ Other: _____

Copies of all bills will be provided for inspection by any roommate(s) who requests to see the bill. All bills will be kept in a safe place, physically or virtually, as agreed upon by all roommates to ensure they are available and accessible upon request or in the event of a dispute.

7. Food. Food will be purchased by each individual roommate. If a roommate didn't purchase it, he or she will not eat it nor offer it to a guest without permission of the roommate to whom the food belongs. Unless the roommates agree to purchase foodstuff collectively.

8. Condition and Maintenance. Each roommate will keep his or her bedroom and bathroom as well as the Common Area (if applicable), including any surrounding outdoor space (if applicable) and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. Each roommate will maintain the cleanliness and neatness of the Common Area and share in the responsibility of cleaning the Common Area including the following: (Check all that apply):

- ☐ Vacuuming
- ☐ Sweeping
- ☐ Cleaning of floors
- ☐ Cleaning of bathroom
- ☐ Dusting
- ☐ Trash removal
- ☐ Other: _____

The roommates will divide the responsibilities per the following schedule: _____

9. Pets. (Check one)

☐ Pets are permitted on the premises with the consent of all roommates. If permitted, the roommate that owns the pet will be responsible for all care and maintenance of the pet, cleaning up after the pet and for any damage caused by the pet to the premises and to any roommates' personal property.

☐ Pets are NOT permitted on the premises.

10. Smoking. (Check one)

- ☐ Smoking is permitted on the premises with the consent of all roommates.
- ☐ Smoking is NOT permitted on the premises.

11. Alcohol. (Check one)

- ☐ Alcohol is permitted on the premises.
- ☐ Alcohol is NOT permitted on the premises.

12. Firearms. (Check one)

- ☐ Firearms are permitted on the premises.
- ☐ Firearms are NOT permitted on the premises.

13. Personal Property. (Check if applicable)

☐ Each roommate agrees to refrain from borrowing the personal property of any other roommate without prior approval. Any borrowed property will be treated with care and returned to the owner in the same condition. If there is any damage to the property, the roommate who borrowed the property will be responsible for the damage.

14. Quiet Hours. (Check if applicable)

☐ Each roommate agrees to limit his or her noise and observe quiet hours for sleep, work, study, and other purposes (Check one) ☐ weekday ☐ weekends ☐ other: _____ from _____: _____ AM/PM to _____: _____ AM/PM ☐ we will ascertain the best course of action.

15. Guests and Parties. (Check if applicable)

☐ Each roommate agrees to have only one overnight guest at one time unless all other roommates agree. Any overnight guest(s) may not stay more than _____ nights per week without permission from all other roommates. Any roommate that wishes to have a party or gathering of more than _____ guests on the premises must obtain consent from all other roommates.

15. Mediation. (Check if applicable)

☐ All roommates agree to resolve any disputes first through mediation. The mediator will be a neutral third party and selected by mutual agreement of all the roommates. If mediation is unsuccessful, the roommates may pursue other legal action.

16. Severability. If any provision of this agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this agreement.

17. Governing Law. This agreement is subject to and will be interpreted in accordance with the laws of the Federal Republic of Nigeria. In case of any legal matters, the laws of Nigeria will be used to resolve them.

18. Illegal or Dangerous Activity. In the event that a roommate is engaged in any illegal activity or any activity that jeopardizes the health, safety and welfare of any other person or is likely to result in damage or loss to property, whether or not such activity is on or in the premises, such activity shall be a breach of this agreement and such roommate shall, promptly upon request of the other roommate(s), vacate the premises. In such a case, the departing roommate shall not be entitled to the return of his/her security deposit.

19. Entire Agreement. This agreement contains the entire understanding between the roommates and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matters that are contained herein.

20. Amendments. This agreement may be amended or modified only by a written agreement signed by all roommates.

21. Additional Provisions. _____

IN WITNESS WHEREOF, the roommates have entered into this agreement as of the Effective Date.

Signature

Full Name

Signature

Full Name

Signature

Full Name

Signature

Full Name

Signature

Full Name