

ROOMMATE RENTAL AGREEMENT

This Roommate Agreement ("Agreement") is made and entered into on _____ ("Effective Date"), by and between the following roommates—referred to individually as a "Roommate" or collectively as the "Roommates."

WHEREAS, the Roommates are co-tenants at the premises located at _____ ("Premises")

WHEREAS, there is a written lease or rental agreement with the Landlord for the Premises, dated _____ ("Rental Agreement").

NOW THEREFORE, in consideration of the above recitals and mutual promises and benefits contained herein, the Roommates agree to the following terms:

- 1. RENTAL AGREEMENT.** All of the Roommates agree to be bound by all the terms of the Rental Agreement.
- 2. TERM.** Each of the Roommates will live on the Premises for the period set forth in the Rental Agreement, beginning on _____ and ending on _____. After the term of the initial lease, the Agreement shall continue on a month-to-month basis. If any Roommate decides to vacate the Premises before the end of the Rental Agreement, the departing Roommate will be responsible under the Rental Agreement until the lease ends or a subletter is found. Any changes in Roommates will be reported to the Landlord.

- 3. RENT.** The total monthly rent for the Premises is \$ _____. Each Roommate will pay the following amount(s):
Tenant _____ Rent: \$ _____ /mo.
Tenant _____ Rent: \$ _____ /mo.
Tenant _____ Rent: \$ _____ /mo.
Tenant _____ Rent: \$ _____ /mo.

Rent shall be payable by each Roommate on the _____ day of each month. The rent shall be paid in full to the Landlord. The Roommates understand that they are jointly and severally liable for the full amount of the rent, that is, each Roommate is responsible to the Landlord for the full amount of rent for Premises if the other Roommates fail to pay their share.

- 4. SECURITY DEPOSIT.** The security deposit for the rental Premises is \$ _____. The Roommate will pay the following amount.

Tenant _____ Deposit: \$ _____
Tenant _____ Deposit: \$ _____
Tenant _____ Deposit: \$ _____
Tenant _____ Deposit: \$ _____

When Landlord returns the deposit following the termination of tenancy, each Roommate will receive their share. Any deductions from the deposit will be shared with Roommate in proportion to respective amount of deposit paid. However, any damages to the Premise caused by one Roommate will be paid only by that Roommate.

- 5. PETS** are permitted are not permitted. If pets are permitted, each respective pet owner shall be entirely responsible for the damages caused by their pet including, but not limited to, damage to furniture, carpet, doors, yard, garden and any other property on the Premise.
- 6. UTILITIES.** Each Roommate agrees to pay the following percentage of all utilities to be paid by the Roommates.

Gas Electricity Water Sewage Garbage HOA Other: _____

Tenant _____ %
Tenant _____ %
Tenant _____ %
Tenant _____ %

7. **PERSONAL PROPERTY.** Roommates agree to be respectful of the other Roommates personal property and to refrain from using such property without prior approval. Any exceptions to this provision must be stated in writing. Roommates reserve the right to decided not to share personal property with other Roommates at any time. If any personal property is damaged by another Roommate, the Roommate responsible for the damage will be held liable.

8. **HOUSEHOLD DUTIES.** All Roommates agree to share equally in cleaning and maintaining the common areas of the Premises (includes all areas in the Premises other than private bedrooms.) This includes vacuuming floors, cleaning bathrooms, doing dishes, emptying trash, and any other household maintenance.

9. **NEW ROOMMATES.** New roommates may only occupy the premises with the written permission of all other Roommates and the Landlord.

10. **ADDITIONAL TERMS.** Roommates also agree to the following additional terms:

11. **GOVERNING LAW.** This Agreement shall be construed in accordance with the State of _____

12. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Roommates. No other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement will be found valid. This Agreement supersedes any written or oral agreements between Roommates but has no effect on the Rental Agreement between the Roommates and Landlord/Principal.

13. **SEVERABILITY.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

14. **AMENDMENT.** This agreement may be modified or amended in writing if the written modification is signed by each Roommate. Such modifications will have no effect on the Rental Agreement.

15. **WAIVER OF CONTRACTUAL RIGHTS.** The failure of any Roommate to enforce any provision of this Agreement shall be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

16. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually agreeable arbitrator with subject matter expertise. If an acceptable arbitrator cannot be agreed upon, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at location central to the locations of the arbitrating parties, or at a location otherwise agreed upon. The arbitrators shall have power to issue and enforce orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the arbitrating parties. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of arbitration proceeding, the parties shall continue to perform their respective obligations under the Agreement.

IN WITNESS WHEREOF, the Roommates have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord/Principal Signature _____ Date: _____

Printed Name _____

Roommate's Signature _____ Date: _____

Printed Name _____

Roommate's Signature _____ Date: _____

Printed Name _____

Roommate's Signature _____ Date: _____

Printed Name _____

Roommate's Signature _____ Date: _____

Printed Name _____