

# ROOMMATE AGREEMENT

## A WAY TO AGREE ON IMPORTANT MATTERS

*This agreement is to give all parties involved an idea of issues to address. Not every issue in this agreement may pertain to your living arrangement. At the same time, there may be issues that have not been discussed in this agreement. Create an agreement, using this as a guideline, which will be particular to your living situation and address all the necessary issues that are important to everyone.*

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between  
\_\_\_\_\_(Smith)\_\_\_\_\_ and \_\_\_\_\_(Jones)\_\_\_\_\_, tenants of the property known as  
\_\_\_\_\_.

1. Smith and Jones hereby acknowledge that the rent for the property is \_\_\_\_\_, and each shall pay \_\_\_\_\_, due and payable on the first day of the month with a grace period until the fifth of the month. The party who is late with the rent payment is responsible for the late charges.
2. Smith and Jones agree that they are each responsible, in addition to the rent, for one-half of the utilities, which includes:  
\_\_\_\_\_
3. Smith and Jones understand that they are jointly and severally liable for the rent amount, and that no matter what happens, the full amount of rent shall be paid to the landlord when due.
4. Smith and Jones each understand that they may take legal action against each other for nonpayment of their share of the rent, utilities, or other expenses.
5. If either Smith or Jones wish to be released from the lease, they must give 60 days notice to the other party, make all reasonable effort to find a replacement, and will remain responsible for all rent, utilities and other charges until a replacement is found. When a replacement is found, they each agree that the roommate remaining must either approve or disapprove of the new roommate within 10 days, and that any refusal to accept a new roommate must be reasonable. All outstanding debts will be settled before either roommate is allowed to leave, and all damages done to the apartment will also be assessed and the security deposit apportioned accordingly.
6. Each roommate shall be responsible for his or her own food, cooking and sundries. Items for the apartment shall be paid for by both roommates, each paying one-half.

7. Each roommate shall be responsible for his or her own cleaning and laundry. The common areas are to be kept clean through a joint effort. The following exceptions are noted: Smith will take out garbage and Jones will clean the bathroom fixtures.
8. There will be no pet in the apartment at any time. If one roommate, or his or her guests, bring in a pet, he or she will be responsible for all charges and penalties assessed due to the animal. This includes visiting pets, for any and all duration.
9. Parties will be allowed on weekends, to end by 2 a.m. At all other times, noise levels will be kept within reason, with neither roommate making noise that is excessive or playing stereos, televisions, or musical instruments louder than is necessary for convenient hearing in the room within which the equipment is located.
10. The hours of 7-9 p.m. Sunday through Thursday shall be designated as study hours, when the apartment is to be quiet and free from distractions unless mutually agreed otherwise.
11. Overnight guests will be allowed on weekends, and on weeknights with prior consent of the other roommate. No guests shall visit more than four days out of the week without incurring a charge of \$10 per night assessed against the host roommate to compensate for increased utilities and food consumption, inconvenience and lack of privacy. This shall not apply to out-of-town family members or to guests that have the approval of the other roommate. Guests shall have second priority to residence when it comes to using the facilities or equipment in the apartment, and they shall be fed from the budget of their host. Any damage caused by guests shall be considered charged to the host roommate.
12. Smith and Jones agree to a long-distance block on telephone calls. Each will obtain his or her own calling card and use that to make long distance calls.
13. Any changes or modifications in this agreement must be made in writing in order to be effective.

_____	_____
Signature	Date
_____	_____
Signature	Date