
ROOMMATE CONTRACT

We have signed a rental agreement for _____(address) on this ____ day of _____ in the year _____. We hope to make certain that all roommates will, in good faith, share all responsibilities of renting equally. Therefore, we have prepared and are signing this document.

ROOMMATES:

The persons sharing the address above are:

The above persons are herein referred collectively as “roommates,” or, individually, “roommate.”

TERMS:

This agreement shall remain in effect from the date of signing until a roommate terminates the contract by voluntarily or involuntarily vacating. The roommates will be released from the terms of the contract after he/she vacates and has completed all responsibilities set forth in this contract. A new contract will be drafted as needed.

VACANCY:

If, for any reason, a roommate vacates, a reasonable effort will be made by the departing person to locate a replacement. If a substitute roommate is found, the remaining roommate(s) must approve him/her. The departing roommate must notify the other roommates of his/her intent to vacate no later than 30 days prior to vacating so proper arrangements can be made for vacating of the rented property and allowing time for locating a replacement. The roommate who is leaving is still obligated to pay rent and bills that are incurred during those 30 days regardless of actual occupancy.

SECURITY DEPOSIT:

The deposit of \$_____ has been paid in equal parts (\$_____each) by each of the roommates to the landlord. In the event that a roommate is replaced, the incoming roommate will pay the same portion of the deposit to the outgoing roommate originally paid to the landlord. If all roommates vacate at the same time, the deposit will be divided equally among the roommates. In the event a replacement is not found, each of the remaining roommates will pay an equal amount to the vacating roommate to refund his/her portion of the original deposit.

Deposits are forfeit in event of a forcible eviction / involuntary vacancy. Refer to the “Involuntary Vacancy” subheading.

RENT:

Each roommate shall pay the following rent:

Name:	Rent:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total: \$ _____

If the rent is not being paid in equal parts, provide justification here:

The rent shall be paid _____(date by which rent is due).

Choose one:

Individual checks will be submitted to the landlord, therefore,

_____ is responsible for collecting and delivering the individual checks to the landlord.

One check will be sent to the landlord, therefore,

_____ is responsible for receiving the individual checks from the other roommates and submitting one check to the landlord.

Frequent late payments will subject the offending roommate to possible involuntary vacancy. Refer to the “Involuntary Vacancy” subheading.

HOUSEHOLD SUPPLIES:

These supplies include, but are not limited to, such things as paper towels, toilet paper, cleaning supplies, dish detergent, laundry soap, foil, plastic wrap, plastic trash bags, and any other goods needed for the home which will be shared by ALL roommates.

Choose one:

Roommates are responsible for their own household items with the exception of:

__ Roommates will decide a fair purchasing rotation (i.e. taking turns, or specifying which roommate is responsible for keeping which item in stock).

__ One or more roommates will purchase the needed items. The cost of the items will be divided evenly between the roommates.

KITCHEN USE, CLEAN-UP, AND GROCERIES:

Choose one:

__ Groceries are to be purchased by each roommate for his/her own use

__ Groceries are purchased by one or more roommates. The total cost of the groceries is divided evenly between the roommates.

__ Roommates will decide a fair purchasing rotation (i.e. taking turns, or specifying which roommate is responsible for keeping which item(s) in stock).

Each roommate agrees to do his/her own dishes **within a timely matter** and **empty trash bins as needed. There are to be no dirty dishes left in the sink or on counters.** The kitchen should be kept in a neat matter at all times. If a roommate prepares a meal, he/she may leave things out only for a few hours afterwards. Extensive cleaning of the kitchen is governed by chore assignments.

UTILITIES:

Each roommate has the responsibility of paying his/her evenly divided portion of the bills to the person whose name is on each utility. This will be done in a timely manner so the bill is paid before the due date. The responsible party of each bill will determine the amount owed by each roommate, collect the amount, and remit payment before the due date.

Frequent late payments will subject the offending roommate to possible involuntary vacancy. Refer to the “Involuntary Vacancy” subheading.

PERSONAL PROPERTY:

All roommates agree to refrain from borrowing another roommate’s personal items without prior approval. Exceptions to this should be clearly stated, while allowing the right for a roommate to revoke permission at any time. If personal property is damaged, the roommate responsible for the damage will be held liable for repair or replacement.

The roommates should come to an agreement regarding items in common areas such as TVs, stereos, etc. in a living room, for example.

CLEANING AND YARD WORK:

Choose one:

__ Each roommate has been assigned an area of the house/apartment where it is his/her responsibility to keep clean. Roommates will keep their own bedroom and bathrooms clean.

__ A rotating assignment schedule has been created which assigns tasks that will be completed in a specified time frame. This schedule will be posted in a common area.

A prolonged deficit in completed tasks will be basis for a verbal or written warning, and if necessary, an involuntary vacancy of the offending roommate. Refer to the “Involuntary Vacancy” subheading.

INVOLUTNARY VACANCY:

During the course of residency with peers it is likely that disputes will arise. These disputes should be resolved in a mature fashion, and communicated with the other members of the household. Minor offenses should warrant verbal or written warning, and discussion to prevent future occurrences. If an offense is prolonged, or particularly severe, it may be grounds to force another roommate to involuntarily vacate. Such a decision will be discussed with, at least, one other roommate, other than the offender, and **then discussed with a neutral third party**. If there are only two roommates, or multiple offenders, an additional neutral third party will be consulted. At this point, this committee (two or more roommates and one or more neutral third parties) will decide either to invite the offending roommate to a “round-table” discussion outlining possible alternatives to involuntary vacancy or to agree on involuntary vacancy if the offense warrants the severity. If involuntary vacancy is chosen as the course of action, the committee will draft and sign an eviction notice which will include the following: A copy of this contract, a brief description of the offenses, alternatives offered (if any), and reasoning for eviction. Upon serving of the notice, the offending roommate will have exactly 30 days to vacate and **will forfeit his/her portion of the security deposit, regardless if a replacement roommate can be found**. The vacating roommate is not responsible for finding a replacement roommate under these circumstances.

ADDITIONAL TERMS AND AGREEMENTS:

In addition to the items mentioned above, the following items have been known to cause conflict between roommates:

Use of tobacco, alcohol and drugs:

No smoking anywhere inside the house including the garage. Drink responsibly. No illicit drugs are permitted at any time, for any reason, under any circumstance. No person is allowed to enter the household who is known to be in possession of drugs.

Keys:

Each roommate is allotted one key. **No copies are to be made.**

Garage / Parking Space Use:

Choose one:

__ There is no garage/parking space, there are enough spaces for each roommate, or the garage will not be used for parking.

__ One or more roommates are granted use of the parking space/garage at a cost of \$__ to be figured into his/her rent total.

Names: _____

__ Parking space/garage use is determined by an agreed-upon schedule or other criteria.

The agreement is: _____

Quiet hours for studying and sleeping:

Because of the variations between roommates' schedules, roommates should observe and respect others sleeping and studying times. Other than approved guests, **roommates who choose to sleep in common areas are hereby warned that he/she is not protected by this rule.** Roommates are not expected to adjust their living in common areas such as the living room and kitchen in order to accommodate someone sleeping in a common area.

Behavior of guests:

Guests are allowed as long as the other roommates do not object to his/her presence. Prolonged overnight guests (greater than 3 nights) are not permitted without prior approval from the other roommates.

Electrical Equipment Use:

Electronic equipment which is not in use is to be turned off, or placed in standby. This includes, but is not limited to, televisions, radios, stereo equipment, computers, monitors, computer peripherals, and lights.

By signing below, I agree to the terms set forth in this contract and agree to abide by them in good faith.

Signatures:

Date:

