

MONTANA ROOM RENTAL AGREEMENT

Date

THE PARTIES AND PROPERTY

_____, _____, _____, and _____ hereinafter referred to as "Cotenant(s)" at _____

hereinafter referred to as "Property." They have all signed the lease dated _____ that expires on _____ with _____, hereinafter referred to as "Landlord." The Cotenant(s) have paid the Landlord a total security deposit of \$_____. The Cotenant(s) all agree with the following:

This agreement is to last for the same term as our lease agreement, which runs from _____ to _____. Cotenant(s) understand that they are entering into a legally binding agreement that is enforceable by and between the other roommates and the landlord/tenant. If the owner of the property is not living in the shared residence, I understand that this agreement is not enforceable with regard to its owner and will not protect me against any claims that the owner may have against myself or my roommates under our roommate contract.

SECURITY DEPOSIT

- The security deposit for the property is \$_____.
- The Cotenant(s) who leaves early (voluntarily or involuntarily) will get their portion of the security deposit returned, minus costs of unpaid rent, repairs, replacement, and cleaning attributable to the departing cotenant after an acceptable replacement Cotenant signs the lease and contributes to their portion of the security deposit. If an acceptable Cotenant cannot be found, the departing cotenant will not receive their portion of the security deposit until the tenancy of the remaining Cotenants is terminated and the security deposit is refunded, in whole or in part, by the landlord.
- Other: _____.

RENT

The rent of \$_____ per month is due on the ____ of each month. All payments will be made to _____.

- Rent will be shared equally, at \$_____ per person.
- Each cotenant(s) will pay:

Cotenant 1: _____ will pay \$_____ per month

Cotenant 2: _____ will pay \$ _____ per month
Cotenant 3: _____ will pay \$ _____ per month
Cotenant 4: _____ will pay \$ _____ per month

Other: _____.

UTILITIES

Each roommate will share the costs of these utilities: _____
_____ equally.

_____, _____, _____, and
_____ will pay _____ their share of the costs ____
days before payment is due.

_____ is responsible for getting the payments to the utility
providers on time.

Other: _____.

VIOLATIONS OF THE AGREEMENT

The cotenant(s) agree that repeated and serious violations of one or more of these understandings will be grounds for any ____ cotenant(s) to ask the other to leave. If a cotenant is asked to leave, they will do so within ____ days and will forfeit any outstanding pre-paid rent.

LEAVING BEFORE THE CONTRACT ENDS

If a Cotenant wants to leave before the lease with the Landlord expires, they will provide as much notice as possible to the Cotenants and try to find a replacement tenant who is acceptable to the remaining Cotenants and the Landlord.

GOVERNING LAW

This roommate agreement shall be governed by and construed in accordance with the laws of the State of Montana.

AUTHORIZATION

The Cotenants have executed this agreement on this ____ day of _____,
20____.

Principal Roommate Date

Landlord Date

Cotenant 1 Date

Cotenant 2 Date

Cotenant 3 Date

Cotenant 4 Date

ADDITIONAL AGREEMENTS

Attached is a description of additional agreements that are incorporated into this contract. These additional agreements include food/shopping, cleaning responsibilities, privacy, parking, sharing of personal items, noise, smoking/drinking, parties and entertaining, overnight guests, and pets.

FOOD

- Each cotenant is responsible for their own food purchases.
- Other: _____.

CLEANING

- The household chores for the property's common areas—living room, dining room, bathroom, and kitchen—will rotate, with each cotenant responsible for vacuuming, dusting, and mopping.
- Other: _____.

BEDROOMS

The property's bedrooms will be divided as follows:

- Cotenant 1: _____ will reside in the _____.
- Cotenant 2: _____ will reside in the _____.
- Cotenant 3: _____ will reside in the _____.
- Cotenant 4: _____ will reside in the _____.

GUESTS

Because of the apartment's small size, each tenant agrees to have no more than one overnight guest at a time and to inform the others in advance, if possible. Each cotenant agrees to no more than four guests overnight in a month.