

# New Mexico Roommate Agreement

\_\_\_\_\_  
Date

This Roommate Agreement, herein after referred to as "Agreement" is made by and between

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

and \_\_\_\_\_ hereinafter referred to as "Cotenants" over the premises located at

\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as "Property."

The Cotenants all hereby agree with the following:

## **LEASE.**

The Cotenants have signed the Lease over the Property dated

\_\_\_\_\_ that expires on \_\_\_\_\_ with

\_\_\_\_\_, hereinafter referred to as "Landlord." The Cotenant(s)

have paid the Landlord a total Security Deposit of \$\_\_\_\_\_.

The Cotenants acknowledge that this Agreement is subject to the terms and conditions of the Lease mentioned above. As such, the Cotenants agree to comply with and be bound by the rules provided therein whenever applicable. Moreover, in

the event that the validity of this Agreement is subject to the Landlord's consent, failure of the Cotenants to obtain such consent shall render this Agreement void and with no legal effect.

### TERM

The term of this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, subject to the term of the Lease.

### BINDING EFFECT

The Cotenants acknowledge that this Agreement is legally binding upon themselves as such. They understand that the terms and conditions set forth herein are enforceable and demandable only to those who are party to this Agreement.

### SECURITY DEPOSIT

The security deposit for the Property is \$\_\_\_\_\_, the full amount of which has been delivered to the Landlord, with each tenant's contribution as follow:

1. \_\_\_\_\_ - \$ \_\_\_\_\_;
2. \_\_\_\_\_ - \$ \_\_\_\_\_;
3. \_\_\_\_\_ - \$ \_\_\_\_\_;
4. \_\_\_\_\_ - \$ \_\_\_\_\_.

The Cotenants will receive respective shares of the Security Deposit when the same is returned by the Landlord upon the termination of the Lease. In the event that the amount Security Deposit returned is less than the amount delivered to the Landlord, the Cotenant's shall receive a share in amount returned proportionate to their contribution the Security Deposit.

The Cotenants acknowledge that the Security Deposit shall not be demandable until the Lease is terminated, except in the case of a New Cotenant replacing another Cotenant who has opted to leave prior to the end of the Term of this Agreement.

When a Cotenant's share is to be returned prior to termination of the Lease or the Term of this Agreement, the following may be deducted from that Cotenant's share the Security Deposit:

- Unpaid share of the rent;
- Repairs;
- Cost of repairing damage to furniture;
- Reasonable costs incurred in finding a new cotenant.

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 Cotenants agree that breach of or non-compliance with the terms of this agreement by a Cotenant ("Cotenant in Breach") may be grounds for the other Cotenant(s) to terminate the Agreement with respect to the former. Specifically, repeated violations (no less than \_\_\_\_ instances) of any part of this Agreement, whether the same terms have been repeatedly violated or different ones, shall allow any of the other Cotenants to terminate the Agreement with respect the to the Cotenant in Breach. In such an event, the Cotenant in Breach shall be given at least

30 days to vacate the Property. All prepaid rent paid by the Cotenant in Breach shall be forfeited in favor of the remaining Cotenants.

## **LEAVING BEFORE THE CONTRACT ENDS**

Whenever a Cotenant decides to leave and thereby terminate this Agreement prior to the end of the Term, the Agreement shall only be terminated with respect to that Cotenant. In such an event, the Cotenant who wishes to leave must give at least \_\_\_\_\_ days' notice prior to leaving. The cotenant who wishes to leave may recover any pre-paid rent and share in the Security Deposit less the allowable deductions only if that Cotenant complies with the notice requirement and is not a Cotenant in Breach. The share in the Security Deposit and prepaid rent will only be demandable prior to the Landlord returning the same if a New Cotenant is found to take the place of the Cotenant who is leaving, such New Cotenant shall in turn be asked to pay a share in the Security Deposit and prepaid rent equivalent to that of the Cotenant who is leaving.

## **HOUSE RULES**

### **1. FOOD AND SUPPLIES**

- The Cotenants agree that unless otherwise agreed to herein, none of the Cotenants will be required to contribute or share in terms of food and personal supplies. The Cotenants shall be responsible for their respective food and personal supplies.
- The Cotenants agree to equally share the costs of the following:

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## 2. CLEANING

The Cotenants agree to keep the Property and their respective Bedrooms in a clean and sanitary condition. Each Cotenant shall be responsible for maintaining their respective Bedrooms clean. The Cotenants agree that the responsibility for maintaining the parts of the Property outside of the respective Bedrooms ("Common Areas") clean and the chores related to doing so shall be borne by all of the Cotenants equally. As such, the responsibility for getting the following chores done shall be rotated on a weekly basis among each of them:

- a. \_\_\_\_\_;
- b. \_\_\_\_\_;
- c. \_\_\_\_\_;
- d. \_\_\_\_\_;
- e. \_\_\_\_\_;
- f. \_\_\_\_\_.

## 3. GUESTS

The Cotenants agree that no Cotenant may have more than \_\_\_\_ overnight guests at a time. In all cases, the Cotenant with a guest who will stay overnight shall notify all the other Cotenants beforehand. Moreover, no guest

shall be allowed to stay more than \_\_\_\_\_ consecutive nights nor shall any  
Cotenant have overnight guests more than \_\_\_\_\_ nights in any given month.

**4. OTHER:**

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**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 \_\_\_\_\_.

**GOVERNING LAW**

This Agreement shall be governed by and its terms and conditions construed in  
accordance with the applicable laws of the State of New Mexico without regard to its  
conflict of laws principles.

**AUTHORIZATION**

The Cotenants have executed this agreement on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

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Cotenant 1  
Signature

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Printed Name

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Cotenant 3  
Signature

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Printed Name

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Cotenant 2  
Signature

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Printed Name

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Cotenant 4  
Signature

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Printed Name



LANDLORD'S CONSENT TO ROOM RENTAL AGREEMENT

THIS CONSENT TO ROOM RENTAL AGREEMENT hereinafter referred to as the "CONSENT" is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by with a mailing address at \_\_\_\_\_, herein after referred to as the "Landlord".

This CONSENT is made in reference to the Lease dated \_\_\_\_\_ between myself and \_\_\_\_\_ the Tenants therein, and the Cotenant(s) in the ROOM RENTAL AGREEMENT mentioned below (hereinafter referred to as the "Cotenant(s)"), over subject the Property located at \_\_\_\_\_.

I. I hereby acknowledge the ROOM RENTAL AGREEMENT entered into in the \_\_day of \_\_\_\_\_, 20\_\_\_\_, by and between the Cotenants known as \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, and give my consent to the same.

**Landlord's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name** \_\_\_\_\_