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

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

|  |  |  |
| --- | --- | --- |
| Principal Roommate  Signature |  | Landlord  Signature |
| Printed Name |  | Printed Name |

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| --- | --- | --- |
| Cotenant 1  Signature |  | Cotenant 2 Signature |
| Printed Name |  | Printed Name |

|  |  |  |
| --- | --- | --- |
| Cotenant 3  Signature |  | Cotenant 4  Signature |
| Printed Name |  | Printed Name |

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

**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.