

ROOMMATE AGREEMENT

This Roommate Agreement ("Agreement") is made on [date] between the following people, who share the home described below (each a "Roommate"):

Roommate 1: [full legal name]

Roommate 2: [full legal name]

(Add a line for each additional roommate.)

1. The Home and the Lease

The Roommates live at [street address, unit, city, state, ZIP] (the "Home"), under a lease with [landlord's name or company] (the "Landlord") dated [date], running from [start date] to [end date] (the "Lease").

The Roommates named on the Lease are: [names]. Roommates not named on the Lease: [names, or "none"].

This Agreement is only between the Roommates. It does not change the Lease, it does not bind the Landlord, and it does not reduce what any Roommate owes the Landlord under the Lease. If this Agreement and the Lease conflict, the Lease controls as between the Roommates and the Landlord.

2. Bedrooms and Shared Spaces

Each Roommate has private use of the following bedroom:

- Roommate 1: [describe room]
- Roommate 2: [describe room]

Shared by all Roommates: [kitchen, living room, bathroom(s), laundry, yard, storage].

No Roommate enters another Roommate's bedroom without permission, except in an emergency.

3. Rent

Total monthly rent under the Lease is [\$ amount], due to the Landlord on the [day] day of each month.

Each Roommate's share is:

- Roommate 1: [\$ amount]
- Roommate 2: [\$ amount]

☐ Each Roommate pays their share directly to the Landlord.

☐ Each Roommate pays their share to [name] by the [day] day of each month, and [name] pays the full rent to the Landlord on time and shares proof of payment with the others.

If a Roommate's share is late, that Roommate pays any late fee the Landlord charges because of it.

4. Utilities and Household Costs

Bill	Account holder	How it's split
Electricity	[name]	[equal shares or other split]
Gas	[name]	[split]
Water, sewer, trash	[name]	[split]
Internet	[name]	[split]
Other: [describe]	[name]	[split]

The account holder shares a copy of each bill within [number] days of receiving it, and each Roommate pays their share to the account holder within [number] days after that, by [payment method].

Shared household supplies (for example cleaning products, toilet paper, dish soap): ☐ split equally, bought in turns ☐ shared fund of [\$ amount] each per month ☐ other: [describe]. Food is ☐ bought separately ☐ shared as follows: [describe].

5. Security Deposit

The security deposit paid to the Landlord is [\$ amount]. Each Roommate paid:

- Roommate 1: [\$ amount]
- Roommate 2: [\$ amount]

When the Landlord returns the deposit, it is divided in proportion to what each Roommate paid, after deductions. A deduction for damage caused by one Roommate or their guest comes out of that Roommate's share. Other deductions (for example general cleaning or shared-area damage no one caused alone) are shared in proportion to each Roommate's contribution.

6. House Rules

- **Cleaning:** [e.g. weekly rotation for kitchen, bathroom and trash; each person cleans up after cooking the same day].
- **Quiet hours:** [e.g. 11 p.m. to 7 a.m. on weeknights].
- **Overnight guests:** up to [number] nights per week per Roommate, and no guest stays more than [number] nights in a row without everyone's agreement. Guests must follow the Lease.
- **Pets:** ☐ None ☐ Allowed as follows, if the Lease permits: [describe]. The pet's owner pays for any damage or cleaning the pet causes.
- **Smoking and vaping:** ☐ Not allowed inside ☐ Allowed only [where], if the Lease permits.

- **Parking:** [assigned spaces or rules].
- **Shared items:** [e.g. borrowing food, dishes, electronics only with permission].
- **Other:** [any other rule].

7. Damage and Repairs

Each Roommate tells the others and the Landlord promptly about any needed repair. A Roommate who causes damage (personally or through a guest or pet) pays for it. Requests to the Landlord are made in writing, as the Lease requires.

8. Moving Out Early

A Roommate who wants to leave before the Lease ends will give the other Roommates at least [number] days' written notice.

The leaving Roommate remains responsible for their share of rent and bills through ☐ the end of the Lease ☐ the date a replacement Roommate moves in and starts paying ☐ [other date] (tick one).

A replacement Roommate must be approved by ☐ all remaining Roommates ☐ a majority of remaining Roommates, and by the Landlord if the Lease requires it. The incoming and outgoing Roommates settle the outgoing Roommate's deposit share between themselves, unless the Landlord handles it differently.

Leaving early does not release anyone from the Lease unless the Landlord agrees in writing.

9. End of the Lease

At least [number] days before the Lease ends, the Roommates will discuss whether to renew. Each Roommate removes their belongings, cleans their room and helps clean shared areas before move-out.

10. Disagreements

If a disagreement comes up, the Roommates will first talk it through directly. If that doesn't resolve it within [number] days, they will try a neutral third party or a community mediation service before starting any legal claim.

11. General Terms

Entire agreement. This Agreement is the entire agreement between the Roommates about sharing the Home. It sits alongside the Lease and does not replace it.

Changes. Any change must be in writing and signed by all Roommates.

Governing law. This Agreement is governed by the laws of the State of [State].

Severability. If any part of this Agreement is found invalid, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Roommate 1

Signature: _____

Name: [full name]

Date: [date]

Roommate 2

Signature: _____

Name: [full name]

Date: [date]

Copy the signature block for each additional roommate.