

# ROOMMATE AGREEMENT

[NOTE: Boulder City Ordinance restricts the number of persons who may legally reside in a rental unit to 3 unrelated persons in a low-density zoning area or 4 unrelated persons in a high-density zoning area. However, certain properties may be exempt from these limitations based upon zoning variances or the age of the property. You are encouraged to check with the City of Boulder Zoning Office at 303-441-3270 to determine what the legal occupancy limit is for your specific rental property.]

This Roommate Agreement is made by the following parties (hereafter “the Roommates”) for the rental property located at \_\_\_\_\_ (hereinafter “the Residence”) for the time period from \_\_\_\_\_ to \_\_\_\_\_. The total amount of rent for the Residence each month is \$ \_\_\_\_\_ and the Roommates also have previously paid a security deposit to the landlord of \$ \_\_\_\_\_. The Roommates agree that they are each responsible for their proportionate share of rent and security deposit as follows:

ROOMMATE	Amount of Rent Obligation	Security Deposit Paid
_____	/ /	/
_____	/ /	/
_____	/ /	/
_____	/ /	/
_____	/ /	/
_____	/ /	/
_____	/ /	/

All Roommates understand that they are all jointly responsible for the lease obligations and that, by law, any one of them may be held individually responsible for the total amounts owed under the lease. Therefore agree that should one Roommate pay any amount in excess of his/her proportionate share as outlined in this Agreement, that Roommate shall have the right to collect from the other Roommates their proportionate share of any such excess amount. Any deductions from the deposit shall be shared by all the Roommates equally unless otherwise agreed upon below; however, the cost of any damage caused solely by one of the Roommates or a Roommate’s exclusive guest which is deducted from the security deposit shall be the sole responsibility of that Roommate. The Roommates agree to share equally any additional common costs and expenses for the Residence, such as cleaning supplies, sundries, etc.

The Roommates further agree to the following terms, rules, and conditions of the Residence:

**LATE FEES:** Any Roommate who is late paying rent is solely responsible for payment of any late fees assessed and agrees to reimburse the other Roommates for such late fees. Similarly, if any Roommate pays rent by check which is returned by the bank will be solely responsible for payment of any fees or charges assessed by the bank and/or landlord and agrees to reimburse the other Roommates for such fees and charges.

**CONTACT PERSON:** Roommates agree that \_\_\_\_\_ shall be designated as the primary contact person to the landlord to issue and receive notices for purposes of repair, maintenance, or other communications with the landlord. The contact person agrees to notify all other Roommates of any scheduled maintenance or repairs by the landlord. \_\_\_\_\_ (Contact person's initials if applicable) The contact person shall also be designated to receive the residual security deposit returned by the landlord at the end of the lease and shall thereafter disburse the security deposit to the other roommates according to this agreement.

**UTILITIES:** Roommates agree to pay for basic utilities in an equal share, including electricity, water and sewer, gas, and trash service charges. Roommates agree that cable, satellite, and/or high-speed internet charges shall be apportioned as follows:

Cable/Satellite: \_\_\_\_\_

High Speed Internet: \_\_\_\_\_

**REPAIRS AND/OR MAINTENANCE:** The cost of any routine maintenance or repairs during the lease shall be shared equally by the Roommates. However, the cost of repairs for damages caused solely by one of the Roommates or a Roommate's exclusive guest shall be paid only by that Roommate.

**REPLACEMENT ROOMMATES:** If a roommate elects to leave before the end of the lease term, it is primarily that roommate's responsibility to find a replacement, however the remaining roommates will also use good faith efforts to assist in locating a replacement roommate. The departing roommate will continue to be responsible for his/her share of the rent until the replacement roommate starts paying rent. The remaining roommates will have the right to approve of the replacement roommate, but agree not to unreasonably withhold approval. The departing roommate also agrees to obtain the landlord's written approval for the change of roommates.

**OVERNIGHT GUESTS:** Roommates agree to respect each others desire to have overnight guests. However, each Roommate agrees to notify and obtain the permission of the other Roommate(s) prior to having any overnight guest(s) stay for a period longer than \_\_\_\_\_ nights per month. Objection by the majority of roommates to any Roommate's guest practices shall be

binding and Roommates agree to consult with the CU Ombuds Office to assist in resolving any disagreement.

GROUND RULES: The Roommates also agree to the following Residence ground rules:

Food will be bought and stored (individually) (collectively): \_\_\_\_\_  
\_\_\_\_\_.

General Standard of Cleanliness: \_\_\_\_\_  
\_\_\_\_\_.

Cleaning Schedule: \_\_\_\_\_

Kitchen: \_\_\_\_\_  
\_\_\_\_\_.

Bathrooms: \_\_\_\_\_  
\_\_\_\_\_.

Common Areas: \_\_\_\_\_  
\_\_\_\_\_.

Outdoor/Yard Maintenance (if required by lease): \_\_\_\_\_  
\_\_\_\_\_.

Smoking \_\_\_ is \_\_\_ is not allowed in the Residence.

Alcohol \_\_\_ is \_\_\_ is not allowed in the Residence.

Drugs \_\_\_ are \_\_\_ are not allowed in the Residence.

NOISE LEVELS/STUDY TIME: Roommates agree to maintain a noise level that will permit all of the Roommates to study after \_\_\_\_\_ p.m. In addition, Roommates agree that during finals and preparation for finals, they will be especially aware of noise levels and will take into consideration each Roommates exam schedule and study times. Any Roommate(s) who create noise for which a citation is issued by law enforcement shall be responsible for paying any fines and costs ordered by the court

PARTIES: Roommates agree that a party will be defined as a social gathering of \_\_\_\_ or more people (excluding Roommates) at the Residence. Roommates agree that they will to the best of their ability inform the other Roommates of the date, time, and number of guests to be invited to any party and obtain the consent of each Roommate. If any one roommate objects to the party, then that Roommate agrees to make alternative arrangements for the evening. Roommates agree not to have any parties during the final exam period, until such time as all Roommates have completed their exams or have specifically consented to the party. Roommates agree that if they host a party, they will designate one person to be the sober contact person for purposes of talking to police and/or neighbors. Roommates agree that if a noise citation is issued during the party, the Roommate or Roommates who are hosting the party will pay an equal share of any fines and/or costs ordered.

PRIVACY: Roommates agree that they will respect the privacy of each Roommate and will not enter the respective bedroom or borrow any personal items of another Roommate without first obtaining the Roommate's permission.

PETS: Roommates may have pets only if allowed by the lease and agreed upon by all Roommates. Each Roommate who has a pet shall be responsible for any damage caused by his or her pet, including but not limited to damages to furniture, carpet, doors, lawn, blinds, etc. The Roommate who owns the pet agrees to reimburse the other Roommates for any monies withheld from the security deposit for any damage or expense caused by his or her pet.

MOVE-OUT CLEANING: Roommates agree to participate equally to the extent possible in the final cleaning of the Residence at the end of the lease. Any Roommate who does not participate in the final cleaning, unless otherwise provided herein, agrees to pay the other Roommates \_\_\_\_\_ for the time spent in the final cleaning, which amount shall be deducted from the non-cleaning Roommate's security deposit and divided among the Roommates who did the final cleaning work.

Should any of the Roommates move out of the Residence prior to the end of the lease, that Roommate shall, prior to moving out: 1) provide a valid forwarding mailing address to the remaining Roommates; 2) pay any outstanding charges or fees for which that Roommate is solely responsible; 3) make arrangements to either return to assist in the final cleaning and/or payment of the final cleaning costs; 4) make arrangements for storage of their property/furniture outside the Residence, and; 5) document (including pictures) the general condition of and any obvious damage to the Residence and, in particular, to their specific room.

Any modification to this Agreement must be in writing, signed by all the Roommates. Any additional provisions are attached hereto, initialed by all Roommates.

Additional Provisions: \_\_\_\_\_  
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**We, the undersigned Roommates, have read and agree to the terms set forth above.**

\_\_\_\_\_  
Roommate                      Date

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Roommate                      Date

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Roommate                      Date

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date