

# Roommate Agreement

This Roommate Agreement is to be effective as of \_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year.

## 1. The Parties

This Roommate Agreement is entered into between \_\_\_\_\_ (“Landlord”) whose primary address is \_\_\_\_\_ and can be contacted via \_\_\_\_\_ and \_\_\_\_\_ (“New Tenant”) whose primary address is \_\_\_\_\_ and can be contacted via \_\_\_\_\_. The current Co-Tenants (“Roommates”) of the Property are: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

## 2. The Property

The Property is located at:

\_\_\_\_\_.

## 3. The Term

*Please tick the applicable one.*

The New Tenant will occupy the Property starting from \_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year and ending on \_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year at 11:59pm (“Lease Term”). At the end of this Term if no renewal is granted, the New Tenant shall:

Continue the this Roommate Agreement on a month-to-month basis.

Vacate the Property

## 4. Termination

The New Tenant shall have the right to terminate this Roommate Agreement early provided written notice giving at least \_\_\_\_ days’ notice is given to the Landlord along with an early termination fee of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and all Rent payments due until the natural termination of this Agreement. As an alternative the New Tenant may find a replacement tenant to continue this Agreement. The replacement tenant must be acceptable to the present roommates. If another Roommate is to move out and is looking for a replacement tenant, the New Tenant understands that it is the Roommate’s responsibility to find a replacement tenant. The Landlord may terminate this Roommate Agreement early by providing written notice giving at least \_\_\_\_ days’ notice to the New Tenant, the New Tenant will then not be responsible for any remaining Rent payments after the notice period.

## 5. Security Deposit

Upon entering this Roommate Agreement, the New Tenant will pay a security deposit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to the Landlord. The security deposit will be kept safely by the

Landlord as security for the New Tenant's performance of the obligations under this Roommate Agreement including any damages to the Property by the New Tenant during the Term. The New Tenant agrees to indemnify the other Roommates for any damages caused by themselves, their pets and their guests and will reimburse the Roommates should their security deposit be withheld for these damages. Upon failure to carry out the obligations under this Roommate Agreement the Landlord may recover any amount required to remedy the breach at a maximum of \_\_\_\_ month's Rent. The Landlord will, however, provide the New Tenant with a written notice of the required use of the security deposit. The Landlord will pay to the New Tenant any interest (less any service fee charge) acquired on the security deposit during the holding period. The Landlord promises to return the security deposit back to the New Tenant upon returning possession of the Property to the Landlord in the same condition as originally acquired, with the exception of normal wear and tear. The Landlord will return the security deposit minus any payment required for remedy of a breach (to be notified via written notification of the reasons why to the New Tenant), within \_\_\_\_ days after the termination of the Term.

## 6. Rent

The New Tenant shall pay the Landlord the monthly rent of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) during said term, equating to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) annually. The Rent will be payable on the \_\_\_\_ of each calendar month in advance. Rent will be paid by the New Tenant to the Landlord by mail or in person by check, money order, cash, PayPal or other, and will be payable in U.S. Dollars. The New Tenant shall pay to the Landlord the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in the event that any payment is returned to the New Tenant by the bank unpaid due to insufficient funds or any other reason. The New Tenant understands that the Landlord has the right to evict all Roommates if the Landlord does not receive the correct payments on time each month.

## 7. Utilities and Services

The New Tenant shall at their own expense pay promptly for 1/\_\_\_ of the charges for furnishing to the Property (water, electricity, garbage services, and other public utilities) these are as follows:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The New Tenant is to be responsible for ensuring all Roommates pay promptly for their share of the charges. The Landlord shall at their expense provide the following utilities or services:

\_\_\_\_\_.

## 9. Conduct

The New Tenant shall not conduct or hold on the Property any activity or item that is deemed dangerous, flammable or explosive which could result in the danger of fire on the Property. The Property shall be used and occupied for residential purposes only and the New Tenant will not take part in any behaviour resulting in the Property becoming unfit to live in and interfering with the

rights of others to enjoy their Property. The New Tenant will not use the Property for any illegal purpose or acts. The New Tenant will be responsible for any illegal acts being carried out on the Property, whether knowledge was obtained or not. The New Tenant is to take equal responsibility for keeping the common areas clean and in good repair.

### **11. Compliance**

The New Tenant promises to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

### **11. Pets**

The New Tenant will not have or keep any pets on any part of the Property. If the New Tenant does have or keep any pets on the Property, the Landlord is entitled to a pet deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Properly trained pets that provide assistance to those with disabilities may be permitted upon acquiring the Landlord's prior consent, which shall not be unreasonably withheld.

### **12. Smoking**

Smoking of any kind is prohibited on any part of the Property.

### **12. Guests**

No other person except the New Tenant or Roommates are to reside at the Property for a period of more than 48 hours unless prior written consent from the Landlord is obtained.

### **13. Governing Law and Venue**

This Roommate Agreement will be governed, construed and interpreted by, through and under the Laws of the State of \_\_\_\_\_. The Parties further agree that the venue for all disputes related to this Lease Agreement shall be at \_\_\_\_\_ County, \_\_\_\_\_ State.

### **15. Disputes**

If a dispute arises during or after the Term, both the Landlord and New Tenant agree to attempt to settle the dispute between themselves in good faith before any litigation.

### **16. Notices**

Any notice required under this Agreement must be in writing. The notice is to be effective upon receipt and shall be delivered in person, sent by:

- (a) certified mail, postage prepaid, return receipt requested
- (b) by facsimile or email
- (c) in person
- (d) by a commercial overnight courier that can guarantee next day delivery and provide a receipt.

to the address stated above or any other address as is given with reasonable notice to the other party.

Signatures

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LANDLORD'S SIGNATURE

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LANDLORD'S PRINTED NAME

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NEW TENANTS'S PRINTED NAME

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NEW TENANT'S PRINTED NAME

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CO-ROOMMATE'S SIGNATURE

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CO-ROOMMATE'S PRINTED NAME