

## **Roommate Rental Agreement**

**NOTE:** This contract is an explanation of the duties and responsibilities the parties/roommates agree to owe each other. It does not affect the underlying lease signed by the roommates and the landlord/property manager.

This contract contains all of the agreements, understandings, and representations between the roommates. If any clause in this contract is deemed void or unenforceable, it shall not affect the other clauses or parts of the contract. All agreements between the parties are contained herein. Oral agreements will not override the provisions of this contract.

It is mutually agreed this date of \_\_\_\_\_, 200\_\_, that the roommates/parties to this contract, \_\_\_\_\_,

\_\_\_\_\_, agree to share rent and other responsibilities on

the residential dwelling unit commonly known as:

(address)\_\_\_\_\_.

- 1. Rent.** The rent of \$\_\_\_\_\_ per month will be shared equally at \$\_\_\_\_\_ per person. Since it must be received by the landlord no later than the first day of the month, the roommates agree to have their payments ready by the 28th of the prior month. These payments are to be in the form of a check or money order, made payable to the party named on the lease. One roommate will collect the checks and be responsible to turning them into the leasing office no later than the first of each month.
- 2. Utilities.** Each roommate will pay an equal share of the electricity and gas bill. Any utility deposit will be returned to the party paying the deposit.
- 3. Food.** Each roommate is responsible for his or her own food purchases.
- 4. Cleaning.** Each roommate will clean his/her own room. The household chores for the rest of the apartment (living room, dining room, kitchen and bathroom, etc.) will rotate with each roommate responsible for vacuuming, dusting, mopping and bathroom maintenance on a weekly basis. Each roommate will promptly clean up after him/herself in the kitchen. No one will leave dishes in the sink for more than 24 hours, and everyone will promptly clean up when asked. No food, cans, bottle, glasses, cups, plates or utensils are to be left in the living areas or bedrooms after a roommate or a guest of a roommate leaves said rooms. The living areas are for the common use

of each roommate, and the bedrooms must be kept reasonably clean of food or drink remnants.

**5. Phone.** Each roommate will be responsible for his or her own separate phones.

**6. Guests.** Depending on the size of the apartment, each roommate agrees to have no more than \_\_\_\_\_ overnight guest(s) at a time and to inform the other(s) in advance, if possible. Each roommate agrees to no more than **5 guests visits overnight in a month.** Exceptions will be made for family members listed below:

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**7. Exam Periods.** During the mid-term and final exam periods, roommates will have /will not have (circle one) overnight guests or parties.

**8. Violations of the Agreement.** The roommates agree that repeated and serious violations of one or more of these understandings will be grounds for any two roommates to ask the other to leave. If a roommate is asked to leave, he/she will do so within two weeks, and **will forfeit any outstanding pre-paid rent, as well as his/hershare of the security deposit.** The departing roommate may still be liable to the landlord and responsible for repairs, therefore prior to vacating the premises, the roommate leaving should attempt to find a replacement who is acceptable to the remaining roommates and the landlord or property manager.

**9. Termination of Agreement.** Each roommate must give the other roommates a thirty-(30) day written notice on or before the periodic rental date, if for any reason the roommate will be moving out before the date indicated above. However, the roommate may leave and be free of any further financial obligations for the thirty-day notice period if a substitute roommate is found and accepted by all remaining parties and the landlord. **(Note: Landlord's permission must be written.)** It is understood that the leaving roommate may still be obligated to the landlord under separate arrangements by the landlord's rental agreement.

**10. Abandonment by Roommate.** If any roommate abandons or vacates the rental unit before expiration of this rental agreement, remaining roommate(s) will make reasonable efforts to re-rent the unit and shall apply the money therefrom to the rent due or to become due on this agreement and vacating roommate shall remain liable for any deficiency.

**11. Responsible for Repairs.** Roommates shall maintain the premises in a clean and habitable condition and shall notify the landlord of repairs in writing as needed. Roommates are liable for damage which results from his/her intentional or negligent conduct or that of his/her guests if this negligence or intentional damage does to the apartment or personal possessions of another roommate.

**12. Dispute Resolution.** If a dispute arises concerning this agreement or any aspect of the shared living situation, the roommates will ask the University of North Texas Mediation Program for assistance before they terminate the co-tenancy or initiate a lawsuit. This will involve all tenants sitting down with a mediator in good faith to try to resolve the problems.

**13. Additional Agreements Between Roommates:**

1. No roommate has authority to force another roommate out unless that roommate refuses or fails to abide by this Agreement, or fails to perform the obligations and responsibilities required by the lease.
2. Roommates will share a mutual respect for other's rights, possessions, (clothes, food, etc.).
3. If there is an attached itemized list of present conditions of apartment, furniture appliances, etc., it will be recognized as part of this agreement.
- 4.

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7.

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**(Note: Cross-out any provisions not desired and all parties initial cross-outs. Use No. 14 " Additional Agreements," above, to customize this agreement to meet your needs.)**

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Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

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Signature

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Date