

ROOMMATE AGREEMENT

(Revised 1 Aug 2008)

Why is a roommate agreement important?

A lease generally defines only the legal relationship between the tenants as a whole and their landlord—not the relationship between the individual tenants. For example, your lease might require only that a certain total amount of rent be paid—not how rent is to be divided between you and your roommates.

Additionally, your lease (typically) will not govern your behavior towards each other. As long as your behavior isn't unlawful or a violation of the lease or the landlord's rules, you can basically do anything you want.

BUT: What if someone wants to have an overnight guest? What if that overnight guest turns into a permanent guest, sharing utilities and space? What if your roommate decides to start smoking? What if your roommate decides to engage in criminal activity in the apartment? What if your roommate decides to stop bathing? What if your roommate leaves the apartment and never returns, leaving you to pay all the rent and utilities?

A roommate agreement can assist you in forestalling many of these problems. It can also help you decide what you should do if a disagreement occurs. Keep in mind that a roommate agreement isn't binding on your landlord. It only governs the relationship between roommates.

About the attached sample roommate agreement:

The attached sample agreement is meant to provide you with some guidance when you and your roommates draft and sign an agreement. It probably contains more terms than your situation actually requires and maybe not have everything you need. You should tailor the agreement to suit your needs and add specific provisions to govern any situations that you want to be addressed. Read the whole thing, first. Where alternative terms are provided, pick one and delete the others or at least mark through those that don't apply. All mark outs and changes should be initialed by all of the roommates. Note that this sample doesn't cover the situation where each roommate has an individual lease. In such a case, be sure to modify the agreement appropriately.

As always, **YOU SHOULD SEE A LICENSED ATTORNEY FOR ANY LEGAL ADVICE OR QUESTIONS ABOUT LANDLORD-TENANT LAW** and to ask questions about current laws that might apply to your tenancy and your roommate agreement.

Curly brackets {} indicate optional or alternative terms. Select only one of the options and remove (or mark out) the other option. Words in italics are instructions or comments and should be removed (or marked out).

ROOMMATE AGREEMENT

This Roommate Agreement is a legal and binding contract between the following Roommates:

1. Name: _____ SSN: _____

Permanent Address: _____

2. Name: _____ SSN: _____

Permanent Address: _____

3. Name: _____ SSN: _____

Permanent Address: _____

4. Name: _____ SSN: _____

Permanent Address: _____

1. **Purpose of this Agreement.** The purpose of this Agreement is to define the rights and obligations between the Roommates named above while living at _____

_____.

2. **Choice of Law and Forum.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. All legal actions brought to enforce this contract shall be brought in the courts of _____ County, Massachusetts.

3. **Incorporation of the Lease.** All Roommates shall comply with the Lease. Any breach of the Lease by a Roommate is also a breach of this Roommate Agreement. Where there is a conflict between this Agreement and the Lease, the terms of the Lease shall have precedence.

4. **Rent.** Each Roommate shall pay his or her share of the rent as follows:

_____ \$ _____.
_____ \$ _____.
_____ \$ _____.
_____ \$ _____.

If the total amount of rent due under the lease changes, the change in rent shall be apportioned among the Roommates in proportion to the amount of rent shown above.

{Option A. If the lease requires payment of rent by a single check or money order for the entire unit, use this option.

_____ shall collect the rent from the other Roommates and make a single payment to the landlord (or its agent) pursuant to the terms of the lease. This Roommate is hereinafter referred to as the "Rent Payer" or "RP".

Each Roommate shall deliver to the RP full payment of his share of the rent by personal check, certified check, cashier's check, money order, or cash at least _____ days before the rent is due. The RP shall provide a receipt to any Roommate that requests one. Upon any Roommate's second late payment of rent resulting in damages, his rent shall be accelerated and he shall immediately pay the full amount of rent for the remainder of the lease term.

The RP shall pay in a manner that will provide him with proof of payment such as a receipt, a cancelled personal check, a debit on a bank account statement, or a credit card statement. To be valid, the proof of payment shall indicate the name of the payee, the amount paid, and the date the payment was deposited or debited. The RP shall save these receipts until one of the following events occurs: (1) the landlord returns the security deposit without deduction or claim for any rent owed, (2) a settlement regarding unpaid rent is made between the landlord and all of the Roommates, or (3) a claim for unpaid rent is resolved in court. The RP shall provide proof of payment to any Roommate upon request.

If, due to any fault of the RP, rent is not paid on time or receipts are not provided as requested, the other Roommates may elect to designate another person to be the RP. In such an event, the other Roommates shall provide the out-going RP written notice of his removal and the name of his replacement.}

OR

{Option B. If the lease allows each Roommate to pay his rent separately, use this option.

Each Roommate shall pay his rent on time and shall pay in a manner that will provide him with

proof of payment such as a receipt, a cancelled personal check, a debit on a bank account statement, or a credit card statement. To be valid, the proof of payment shall indicate the name of the payee, the amount paid, and the date the payment was deposited or debited. Each Roommate shall save these receipts until one of the following events occurs: (1) the landlord returns the security deposit without deduction or claim for any rent owed, (2) a settlement regarding unpaid rent is made between the landlord and all of the Roommates, or (3) a claim for unpaid rent is resolved in court. If the landlord claims that rent is late, Roommates shall provide proof of payment to any other Roommate upon request.}

Each Roommate is liable for any damages resulting from a failure to pay rent or failure to provide proof of payment and shall indemnify the other Roommates for any damages they sustain due to his breach of this Agreement. Damages include, but aren't limited to, late fees, interest, the landlord's attorney fees, and court costs. If the Roommates are evicted, damages also include the moving expenses of the non-breaching Roommates and their costs of a new tenancy, including rent for the remainder of the lease period.

Even if a Roommate vacates the premises, he shall continue to pay his full rent until the lease expires or he is released in writing by all of the other Roommates.

5. **Utilities.** The Roommates agree to pay those utilities not included in the rent according to the following amounts or shares:

(Roommates>)	1	2	3	4	Payors
Local Phone Service:	_____	_____	_____	_____	_____
LD Phone Service:	_____	_____	_____	_____	_____
Cable Television:	_____	_____	_____	_____	_____
Internet Service:	_____	_____	_____	_____	_____
Electricity:	_____	_____	_____	_____	_____
Gas:	_____	_____	_____	_____	_____
Water:	_____	_____	_____	_____	_____
Sewer:	_____	_____	_____	_____	_____
Trash Pickup:	_____	_____	_____	_____	_____
Lawn Service:	_____	_____	_____	_____	_____

The Roommates listed above as Payors shall have the indicated utilities placed in their names. Each Payor shall collect the proper share of the utility charge from each Roommate who is responsible for a share of the bill and make a single payment to the utility company for which he is listed. At least ten days before a bill is due, the Payor shall notify the other responsible Roommates of the amount of the bill and its due date. Those Roommates shall pay the Payor their share of the bill at least five days before the bill is due. The Payor shall provide a receipt to any Roommate that requests one.

The Payor shall provide access to the bills upon request of any Roommate. Roommates who have not been provided with access to the bills upon reasonable request shall not be responsible for any damages due to late payment of their share of this utility.

The Payor shall pay in a manner that will provide him with proof of payment such as a receipt, a cancelled personal check, a debit on a bank account statement, or a credit card statement. The proof of payment must indicate the name of the payee, the amount paid, and the date the payment was deposited or debited. The Payor shall provide proof of payment to any Roommate upon request. Damages resulting from failure to collect and save proof of payment shall be the full responsibility of the Payor.

If, due to any fault of the Payor, a utility bill is not paid on time or receipts are not provided as requested, the other Roommates may elect to designate another person to be the Payor. In such an event, the other Roommates shall provide the out-going Payor written notice of his removal and the name of his replacement.

Each Roommate is liable for any damages resulting from a failure to pay utilities or failure to provide proof of payment and shall indemnify the other Roommates for any damages they sustain due to his breach of this Agreement. Damages include, but aren't limited to, late fees, interest, reconnection fees, damages caused to persons or property from lack of heat, and diminishment of the value of the premises for the time period in which the utility was not available.

Even if a Roommate vacates the premises, he shall continue to pay his share of the utilities until the lease expires or he is released in writing by the other Roommates. If a vacating Roommate is a Payor, the remaining Roommates shall elect a new Payor and notify the outgoing Payor in writing.

6. **Bounced Checks.** If a Roommate pays by regular check and the check is drawn on insufficient funds (i.e. it "bounces"), that Roommate shall be responsible for all damages that result from this bounced check including, but not limited to, late fees and returned-check fees.

7. **Property Damages.** If the landlord requires submittal of a move-in inspection report, the first Roommate to move in shall complete and submit the report as required by the landlord and shall provide copies of the submitted report to the other Roommates.

If the landlord doesn't require submittal of a move-in inspection report, the first Roommate to move in shall draft a letter to the landlord (or its agent) listing all pre-existing damages. As each Roommate moves in, he shall inform the first Roommate of any damages that need to be listed within three days of moving in. The first Roommate shall incorporate these additions into his letter, have each Roommate sign the letter, and submit the letter, within five days of the last Roommate's move-in, to the landlord (or its agent) by certified mail or hand delivery, in which case a hand receipt must be obtained. He shall also provide copies of the letter to the other Roommates.

Each Roommate shall pay for all damages he or his guests cause to the premises or to the personal property of any Roommate or guest. Any damages that cannot be traced to any particular party with reasonable certainty shall be paid equally by all Roommates. In the event of a dispute regarding responsibility for damages, the Roommates shall first try to negotiate the matter in good faith and

then seek the help of a mediator or other neutral party mutually chosen by all Roommates before taking the matter to court.

8. **Cleaning.** All Roommates shall follow reasonable standards of cleanliness in maintaining the private and common areas of the premises. Roommates shall promptly address any concerns about cleanliness with each other in a polite and professional manner. Repeated requests to address any particular situation should be made in writing to the offending Roommate, and that Roommate shall sign for receipt of the written notice of these concerns.

If any Roommate's private room is kept in a fashion that attracts vermin (cockroaches, rats, etc.), the other Roommates may elect to provide the offending Roommate with written notice requiring him to remedy the condition within ten days of his receipt of the notice. If, despite being given proper notice, the offending Roommate fails to fix the condition in the required time, he shall be in breach of this contract. In such a case, the other Roommates may hire exterminators and cleaning-service providers to correct the problem and require the offender to pay the bill for any services rendered.

The Roommates shall abide by the following cleaning schedules and standards:

A. Kitchen.

Dishes: _____

Sink: _____

Refrigerator: _____

Range: _____

Microwave: _____

Floors: _____

Countertops: _____

B. Bathroom.

Toilet: _____

Sink: _____

Floor: _____

Tub/Shower: _____

C. Trash removal schedule. _____

D. Living Room, Dining Room, Den, & Hallways. _____

E. Yard Work. _____

10. **Guests.** The Roommates shall follow the lease and any rules and regulations indicated by the landlord governing guests. Except in case of an emergency, no Roommate shall invite or allow a guest to stay overnight or later than 11 p.m. if any Roommate will be attending classes or exams on the following day. No Roommate shall invite or allow a guest to spend the night on more than ___ occasions during any semester. Any Roommate who violates any provision in this paragraph without the express written permission of the other Roommates shall be liable to each Roommate for liquidated damages in the amount of \$ 10.00 for each occurrence. Multiple guests count as multiple occurrences.

11. **Parties and Gatherings.** Roommates shall follow all lease terms, landlord rules and regulations, and local ordinances regarding parties, gatherings, noise, litter, and parking. No Roommate shall hold a party or gathering with more than three guests without the written consent of all of the other Roommates at least three days prior to the event. Consent shall not be unreasonably withheld. No Roommate shall hold a party in excess of twenty people, including Roommates, under any circumstances.

Any Roommate hosting a gathering or party shall, upon request of any other Roommate, terminate the event immediately.

All Roommates in attendance at a gathering or party shall share equally in cleaning the dwelling and removing trash and litter. They shall thoroughly clean the premises, deposit all trash in appropriate waste and recycling containers, and remove all litter left outside the dwelling by noon the following day. If the dwelling is an apartment, condo, or townhouse, outside litter shall be removed within one hour of the ending of the event but in no case any later than 7 a.m. the following morning.

11. **Smoking.** {Roommates may smoke inside the dwelling and permit their guests to do so as well.} *OR* {Roommates shall not smoke nor allow their guests to smoke inside the dwelling. A breach of this provision shall be deemed to have caused liquidated damages in the amount of \$10.00 per each cigarette or cigar smoked payable to each non-offending Roommate.}

If smoking causes a fire on the property, the Roommate responsible for the fire shall pay for all damages caused by fire, smoke, or firefighting operations including, but not limited to, replacement of lost personal property, repairs to the dwelling, necessary moving expenses of any Roommate, and the cost of necessary replacement housing for a Roommate for the remainder of the original lease term.

12. **Waiver.** Waiver by any Roommate of any term or condition of this Agreement on any one occasion shall not waive the right to enforce that term or condition on any subsequent occasion.

13. **Abandoned Property.** If a Roommate vacates the premises for any reason and fails to remove his property within ten days, the property may be considered abandoned by the remaining Roommates. The remaining Roommates may sell or auction the abandoned property to satisfy any of the vacating Roommate's outstanding debts under this contract. If the vacating Roommate has no such debts, the remaining Roommates may divide the property amongst themselves as they see fit.

14. **Forwarding Address and Phone Number.** Each Roommate shall provide a forwarding address to each of the other Roommates at least ten days prior to vacating the premises for any reason (including termination of the lease). Each Roommate shall inform the other Roommates of any changes in his forwarding address within ten days of the change unless either the shares of the security deposit are returned in full to each Roommate or any disputes regarding damages are resolved by settlement or legal action. If any Roommate is compelled to use professional services to locate another Roommate's address for service of legal process, then the Roommate who failed to provide his forwarding address shall pay for the cost of determining his location.

15. **General Courtesy.** Each Roommate shall be reasonable and professional in his dealings with the other Roommates and refrain from any behavior, action, or inaction that he knows or has reason to believe will significantly interfere with another Roommate's enjoyment of the tenancy. Each Roommate agrees to negotiate in good faith, should the need arise. Each Roommate shall respect the other Roommates' privacy, sleep schedules, and reasonable requests.

16. **Criminal Behavior.** Roommates shall not commit any crime on the premises that either (1) interferes with the rights of another Roommate (including, but not limited to, larceny, damage to property, assault, battery, fraud, invasion of privacy, harassment, and stalking), (2) involves inherently dangerous activities, violent acts, or weapon violations, or (3) jeopardizes the continued right of the other Roommates to occupy the premises under the terms of the lease. Such activity shall be a breach of this agreement.

Any Roommate convicted of one of the crimes listed above shall immediately vacate the premises, regardless of the status of any appeal. The convicted tenant shall remain responsible for his portion of the rent and utilities as defined elsewhere in this agreement.

17. **Firearms and Other Weapons.** Roommates {may} *OR* {shall not} keep firearms, bows, hunting or combat knives, machetes or other weapons on the premises.

Weapons shall be stored in the following manner(s):

Any Roommate keeping a weapon on the premises in violation of this section shall be liable to each of the other Roommates for liquidated damages in the amount of \$ 50.00 per violation.

17. **Resolution of Disputes.** All Roommates shall resolve their disputes in a fair and mature

fashion and shall seek the help of a mediator or alternative dispute resolution agency if they are unable to agree on their own. All Roommates shall share the cost of any mediation or alternative dispute resolution. The results of any negotiation or mediation shall be recorded or reduced to writing for the review of all Roommates.

If it is necessary to litigate any dispute arising under this Agreement, the losing Roommate shall pay all court costs, reasonable collection costs, and reasonable attorney fees.

18. **Signatures.** We, the undersigned, hereby indicate by our signatures below that we have read this full agreement, that we understand all it contains, that we agree to be bound by its terms and conditions, and that it is the complete statement of our understanding of the terms and conditions of our tenancy together.

Signature Date

Signature Date

Signature Date

Signature Date