Sample Roommate Agreement Form

This agreement, made this ____ day of ________, 20_____, made by and between:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

The parties have signed a lease for the premises at ________________
__________________________________________________________________________ on the date ______
________ to ___________________________ (a copy of which is attached to this document), and plan to reside there.

A security deposit of $________________ was paid to ___________________________, the owner/manager of said premises.

The parties wish to share the responsibilities of living together at this address.

Therefore, it is agreed that:

1. Each of the parties agrees to follow the rules and conditions set out in the attached lease.

2. Each of the parties agrees to pay one - ______ (1/ ) of the following expenses in relation to the leased premises:
   (Check if applicable)
   ______ Rent
   ______ Utilities
   ______ Damages not due to the negligence of an identified party
   ______ General maintenance and upkeep
   ______ Food
   ______ Telephone Service
   ______ Other ________________________________

   If any of the parties pays more than one- ______ (1/ ) share, the other party/parties agree to reimburse the first party.

3. Each party agrees to pay for the long-distance telephone calls he/she makes

4. Each party agrees that one - ______ (1/ ) of the security deposit is the property of each of the parties.

5. Each of the parties agrees to remain a resident of the premises during the term, unless the party, at his/her own expense, locates a
tenant to sublet his/her share of the rent during the term, unless the party, at his/her own expenses, locates a tenant to sublet his/her share (the new tenant being acceptable to the other parties to this agreement, and if written consent to sublet is obtained from the owner/manager of the premises).

6. Repairs or improvements to the premises, the cost of which are to be shared by the parties, in excess of $____________, shall be approved in advance.

7. If permitted under the lease, each pet owner shall be solely responsible for all damages caused by his/her pet. This includes, but is not limited to: damages to furniture, carpeting, doors, lawn, and garden.

Each roommate sign below:

________________________________________

________________________________________

________________________________________

________________________________________

Sample Roommate Contract

The office of Off-Campus and Commuter Services recommends completing this roommate contract anytime a new lease is signed or a lease is renewed. This contract is designed to give its users the opportunity to establish some guidelines about the details of their living arrangements. Users are encouraged to spend quality time discussing each section, being as forthright and honest with their opinions as possible.

This agreement, made on ________________, is a contract between ________________; co-tenants at ________________; Apt #__________, Massachusetts.

I understand that I am entering into a legally binding agreement with my roommates. I also understand that, we, as a group, and I, and an
individual, am responsible to the manager, the utility companies, and each other.

TERM OR PERIOD OF AGREEMENT
This agreement is to begin on __________ for a term lasting from __________ to __________.

SECURITY DEPOSIT
This security deposit for the dwelling is $________. My share amounts to $________. I understand that this amount will be returned to me less the amount deducted by the manager for unpaid rent and/or damages. I accept responsibility for damages which I, my pet, or a friend of mine causes, and I will reimburse my roommate(s) for the part of their security deposit withheld for those damages.

RENT
The total rent according to the terms of the lease agreement with our manager for the dwelling is $________ per month. I agree to pay 1/_____ of the monthly rent. This amounts to $________. The total amount of my roommate(s) and I are liable for over the period of the lease is $______, of which my share is $_______. I understand that we, as a group, and I, as an individual, am responsible to the manager for the total rent for the term of the agreement.

UTILITIES
I agree to pay 1/_____ of the deposits and/or hook-up charges for all utilities. I agree to pay 1/_____ of the monthly utilities bills except telephone. I agree to pay 1/_____ of the monthly telephone service charge, plus all long distance calls which I make and the taxes on those calls.

I agree to pay the following for any additional utilities:

_____________________________________________________________

_____________________________________________________________

MOVING OUT
If, for whatever reason, I move out of the dwelling, I realize it is my responsibility to find a replacement. I agree to look for a replacement
roommate which is acceptable to my present roommates. If one of my roommates moves out, I will also attempt to find a replacement roommate. I understand the need to be reasonable in accepting a replacement roommate.

If I move out of the dwelling a replacement roommate has not been found, I realize that I am still legally responsible to my roommates for paying my share of the rent and utility bills.

I understand that I, as an individual, can be held responsible to my manager and/or the utility companies for up to the entire rent and/or utility bills, if my roommate(s) fails to fulfill their part of this agreement.

I agree to the following arrangements regarding:

**FOOD/SHOPPING:**

**CLEANLINESS/CLEANING RESPONSIBILITIES**

**PRIVACY:**

**SHARING OF PERSONAL ITEMS:**

**NOISE/STUDY TIMES:**

**SMOKING, DRINKING, DRUGS:**

**PARTIES/ENTERTAINING:**

**OVERNIGHT GUESTS:**

**PETS:**

**ADDITIONAL REMARKS** (i.e. security, furniture, appliances)

As party to this agreement, I realize that I, as well as each of my roommates have equal rights to the use and the space and facilities in the dwelling with the exception of the areas we have designated as each one’s private space. This agreement is intended to promote harmony between the roommates by clarifying the expectations and responsibilities of roommates to each other.
All obligations under this contract are to be performed in _______ _____, Massachusetts.
To be effective, it is not necessary to witness or notarize this agreement. Each roommate should sign below and receive an original copy.

The parties have executed this agreement on (date)_____________ ____.

Resident’s Signature and Date________________________
Resident’s Signature and Date________________________

This agreement is intended as a sample agreement only.