

## **ROOMMATE AGREEMENT**

This Roommate Agreement is made by and among the following Roommates:

\_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Roommates"). The Roommates are co-tenants in the premises located at \_\_\_\_\_[address]\_\_\_\_\_, California (the "Premises").

There  is  is not a written rental agreement or lease with the landlord, **[insert name of landlord]**, for the Premises, dated **[insert date of rental agreement/lease]** (the "Rental Agreement"). The following Roommates are named in the Rental Agreement:

\_\_\_\_\_  
\_\_\_\_\_

The following Roommates have signed the Rental Agreement:

\_\_\_\_\_  
\_\_\_\_\_

### **The Roommates agree to the following terms:**

**1. Rental Agreement.** All of the Roommates agree to be bound by all of the terms of the Rental Agreement.

**2. Lease Term.** Each of the Roommates will live in the Premises (check one):

for the period set forth in the Rental Agreement, beginning on **[insert lease starting date]** and ending on **[insert lease end date]**.

on a month-to-month basis, and may terminate this Roommate Agreement by giving thirty days' advance written notice to the other Roommates. (Note: This option does not affect any liability a Roommate may have to the landlord pursuant to the Rental Agreement.)

**3. Rent.** The total monthly rent for the Premises is \$\_\_\_\_\_. Each Roommate will pay the following amount(s):

<b>Roommate Name</b>	<b>Rent Amount</b>
_____	_____
_____	_____
_____	_____

Rent shall be payable by each Roommate on the \_\_\_\_ day of each month directly to \_\_\_\_\_. The Roommates understand that they are jointly and severally liable for the full amount of the rent, which means that each Roommate is responsible to

the landlord for the full amount of rent for the Premises if the other Roommates fail to pay their share.

**4. Security Deposit.** The total security deposit for the Premises is \$\_\_\_\_\_. Each Roommate has paid all or a portion of the deposit as follows:

Roommate Name	Amount of Deposit Paid	Name of Person Paid
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each Roommate will receive a his/her share of the deposit when the landlord returns it at the end of the tenancy. Any deductions from the deposit will be shared by all the Roommates in proportion to the amount of deposit paid; however, any damage caused by one of the Roommates will be paid only by that Roommate. The deposit (check one)  does  does not include last month's rent.

**5. Early Termination of Tenancy.** If one Roommate elects to leave before the end of the lease term described in paragraph 2, (check one) it  is  is not that Roommate's responsibility to find a replacement tenant. The departing Roommate (check one)  will  will not continue to be responsible for his/her share of the rent until the end of the lease term or a replacement roommate starts paying rent, whichever occurs first. All of the remaining Roommates (check one)  will  will not have the right to approve the replacement roommate. Approval of a replacement roommate may not be withheld unreasonably, but the replacement roommate must satisfy the following criteria:

\_\_\_\_\_  
\_\_\_\_\_.

The landlord's prior written approval is required to change Roommates, and (check one)  the departing Roommate  the remaining Roommate(s) is/are responsible for obtaining that approval.

**6. Living Arrangements.** The bedroom(s) will be allocated as follows:

\_\_\_\_\_  
\_\_\_\_\_.

Special "house rules" about sharing space, furniture, appliances, and food in the Premises are:

\_\_\_\_\_  
\_\_\_\_\_.

**7. Overnight Guests.** Each Roommate (check one)  does  does not need to obtain permission from the other Roommate(s) prior to the stay of any overnight guest(s). No overnight guest(s) may stay longer than \_\_\_\_\_ nights per week without the permission of the other Roommate(s).

**8. Utility and Telephone Charges.** Each Roommate agrees to pay \_\_\_\_\_% of the following utility charges (check all that apply):  gas  electricity  water. Each Roommate will pay \_\_\_\_\_% of the monthly telephone (land line) service charges and will pay for all of those telephone (land line) charges for which s/he is directly and individually responsible.

Gas: Deposit (if any) in the amount of \$\_\_\_\_\_ has been paid by \_\_\_\_\_; each Roommate's share of the monthly charge shall be paid to \_\_\_\_\_.

Electricity: Deposit (if any) in the amount of \$\_\_\_\_\_ has been paid by \_\_\_\_\_; each Roommate's share of the monthly charge shall be paid to \_\_\_\_\_.

Water: Deposit (if any) in the amount of \$\_\_\_\_\_ has been paid by \_\_\_\_\_; each Roommate's share of the monthly charge shall be paid to \_\_\_\_\_.

Telephone (Land Line): Deposit (if any) in the amount of \$\_\_\_\_\_ has been paid by \_\_\_\_\_; each Roommate's share of the monthly charge shall be paid to \_\_\_\_\_.

**9. Household Chores.** The Roommates will divide all household chores as follows:

\_\_\_\_\_  
\_\_\_\_\_.

**10. Noise Level.** During the hours of \_\_\_\_\_, the Roommates will maintain a level of quiet that will permit all of the Roommates to study.

**11. Smoking.** (Check one) Smoking  is  is not allowed in the Premises.

**12. Alcohol.** (Check one) Alcohol  is  is not allowed in the Premises.

**13. Parking Space.** The Roommates agree that the parking space(s) located at \_\_\_\_\_ shall be divided as follows: \_\_\_\_\_.  
The cost of the parking space(s) shall be divided as follows: \_\_\_\_\_.

**14. Agreement is Complete and Binding.** All preliminary negotiations by the Roommates are merged into, and superseded by, the terms of the Agreement. Any modification to this Agreement must be in writing, signed by all the Roommates.

**We, the undersigned, agree to the above stated terms.**

Date: \_\_\_\_\_ Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_