

ROOMMATE AGREEMENT

The agreement made on _____ (date) is a contract between:

_____;

_____;

_____;

_____ ; and _____, co-tenants, for the rental

premises located at: _____ (full address).

TERMS OF THE AGREEMENT

This agreement is to begin on _____ for a term lasting from _____ to _____.

The roommates listed above fully understand and accept the rules and responsibilities of this agreement. No roommate as the authority to force another roommate to move out. A roommate may move out provided s/he has complied with the termination of tenancy provisions in this contract and the rental agreement with the landlord.

A departing roommate will be responsible for upholding the lease agreement and this roommate agreement until, and possibly after a replacement roommate or subtenant is found. The remaining roommates are under no obligation to find or accept a replacement tenant. The departing roommate will remain liable for his/her share of the rent, utilities and other obligations under the lease unless the landlord and the remaining roommates agree to relieve him/her from these obligations. Decision to do so should be accomplished by a written agreement signed by the landlord and all roommates, including the departing roommate. The agreement should set forth the rights and obligations of the departing roommate after termination (including how the deposit issues will be addressed), and the obligations and rights of any replacement roommate.

In the alternative, the roommates may agree to sublease to a subtenant with the landlord's written consent. The departing roommate shall remain liable under the lease if the subtenant fails to perform his obligations.

Any waiver or modification of this agreement shall be in writing.

SECURITY DEPOSIT

The roommate(s) have paid a total security deposit of \$ _____. List amount each roommate has paid:

At the conclusion of the lease, the deposit will be divided evenly. **OR**

At the conclusion of the lease, roommates will bear the full cost of any deduction from the deposit for cleanup costs attributable to him/her individually, their guest(s) or their pet(s). Remaining balance of security deposit, not attributed to one individual roommate, will be divided evenly.

If an original roommate has left the original lease, a written agreement signed by all roommates, including the departing roommate, will modify the distribution of the deposit as specified by the roommates at that time.

Initials: _____

RENT

Each roommate shall pay his/her full rent on or before the _____ day of each month. If failure to pay results in a late charge by the landlord, the person(s) paying their rent late will be responsible for all late charges incurred. If a rent check is returned for insufficient funds, that roommate is similarly individually responsible for all resulting charges.

If the landlord requires payment by one check, _____ (designated roommate) shall be responsible for making that payment, and all rental payments to him/her must be made by the _____ day of the month (or by the _____ day of the previous month) to insure timely payment.

Note: If the group sets up a separate house account for payment of rent and bills, individual payments will be deposited into that account and a check will be written to the landlord or creditor from the account for the full amount. It is understood that the group and the individual is responsible to the landlord for the total rent for the term of the agreement.

ALLOCATION OF ROOMS / INDIVIDUAL RENT

There are _____ bedrooms in the premises. The following tenants will share bedroom(s):

_____ will live in _____, \$ _____ each;
(Names)(Room according to floor plan)(Rent)

_____ will live in _____, \$ _____ each;
(Names)(Room according to floor plan)(Rent)

_____ will live in _____, \$ _____ each;
(Names)(Room according to floor plan)(Rent)

_____ will live in _____, \$ _____ each;
(Names)(Room according to floor plan)(Rent)

The following tenants will have single bedrooms:

_____ will live in _____, \$ _____ each;
(Name)(Room according to floor plan)(Rent)

_____ will live in _____, \$ _____ each;
(Name)(Room according to floor plan)(Rent)

_____ will live in _____, \$ _____ each;
(Name)(Room according to floor plan)(Rent)

_____ will live in _____, \$ _____ each;
(Name)(Room according to floor plan)(Rent)

_____ will live in _____, \$ _____ each;
(Name)(Room according to floor plan)(Rent)

_____ will live in _____, \$ _____ each;
(Name)(Room according to floor plan)(Rent)

_____ will live in _____, \$ _____ each;
(Name)(Room according to floor plan)(Rent)

_____ will live in _____, \$ _____ each;
(Name)(Room according to floor plan)(Rent)

Initials: _____

UTILITIES

The utility bills for the premises include (check all that apply):

- electric in _____ 's name;
- gas in _____ 's name;
- water and sewer in _____ 's name;
- fuel oil in _____ 's name;
- telephone in _____ 's name;
- firewood in _____ 's name;
- trash pickup in _____ 's name;
- newspaper in _____ 's name;
- television cable in _____ 's name;
- Internet in _____ 's name;
- other(s)(specify) _____ in _____ 's name;

All utility costs (including tax) are to be divided equally among the roommates unless provided otherwise below. Payment of each person's share must be made promptly in order to avoid late payment charges. Any roommate(s) whose late payment incurs late payment charges shall pay all such charges.

Special provisions: _____

The base cost of the telephone, plus taxes shall be divided equally among the roommates. Each roommate shall be individually responsible for all his/her long distance expenditures.

PARKING

There are _____ spaces available to the roommates for parking. If permits are necessary to park, each roommate will be responsible for obtaining and paying any fees associated with his/her individual parking permit. If parking requires cars to block each other from entering or exiting, roommates will establish an agreeable method with which to move cars as necessary.

CLEANING and YARDWORK

All roommates agree to share the responsibilities of cleaning and maintenance of the premises. This includes dusting, vacuuming, emptying trash, mopping floors, cleaning bathrooms, and yard work. The roommates agree to the following definition/level of "cleanliness": _____

The roommates have decided to develop a schedule, which is attached. It states when each roommate will complete the cleaning and maintenance jobs. **OR**

The roommates will work together at a designated time to complete the above jobs.

Further provisions may be specified for the following areas in the lines below:

Kitchen *Dishes, expired food, oven, microwave, range*

Bathroom *Individual v. shared bathroom cleaning duties*

Yard work *Mowing, raking, plants (inside and outside), snow removal*

Supplies *The cost of supplies bought towards shared cleaning and yard work responsibilities*

Initials: _____

FOOD PREPARATION

Food expenses shall be shared by all roommates. Preparation of all meals shall be determined by an attached schedule, which can be flexible **OR**

Food is to be bought by each roommate. There is to be no borrowing of food without prior approval. A separate space will be provided for each person's groceries. Shared meal preparation and clean up is optional.

PERSONAL PROPERTY

All roommates agree to refrain from borrowing roommate's personal items without prior approval. Exceptions to this should be clearly stated, with the roommates reserving the right to change their minds about the sharing of their items. Property that is borrowed will be used respectfully and returned in the same condition within an agreed timeframe. If damage is done to personal property, the roommate responsible for damage will be held liable.

NOISE and PRIVACY

All tenants agree to respect each other's need for privacy, quiet time, study time and sleep. All tenants will comply with the requirements of the lease and of local and state law as regards noise. During final exam times, tenants agree to respect quiet hours from _____ to _____. Roommates agree to the following definition/level of "quiet":

DAMAGE

Each roommate shall pay for repair of all damage caused by him/her, or any of his/her guests. At the end of the lease, all roommates will participate in cleaning the premises for inspection. Any roommate who does not participate hereby agrees to pay _____% of his/her share of the returned deposit, to be divided among the tenants who did the cleanup work.

Regardless of cleanup participation, each roommate shall bear the full cost of any deduction from the deposit for cleanup costs attributable to him/her individually.

GUESTS

Each roommate shall respect the needs of the others in having guests, especially overnight, and shall abide by all provisions of the lease regarding guests. Objection by the majority of roommates to any roommate's guest practices shall be binding. In the case of only two roommates, or if there is a tie situation, roommates may consult with Off-Campus and Commuter Student Services for help resolving any disagreement. Overnight guests in single bedrooms shall be limited to _____night(s) per week. Overnight guests in shared bedrooms shall be limited to _____night(s) per week, and then only with the consent of the roommate(s) sharing the bedroom. Such consent may be withdrawn at any time. All guests are expected to comply with the requirements of the lease, and of local and state law, where applicable.

SMOKING

Smoking shall **OR** shall not be allowed on the premises, either by roommates or their guests **OR**

Smoking shall be limited to the following areas: _____

PETS

Each pet owner shall be responsible for all damages cause by his/her pet. This includes damage to furniture, carpeting, blinds, doors, lawn, and garden. The pet owner shall reimburse monies withheld from the security deposit, or paid by roommates, for such damage, including costs incurred by the landlord for caring for abandoned pet(s).

MEDIATION

Roommates agree to discuss unresolved roommate conflicts with an Off-Campus and Commuter Student Services staff member. Any roommate may initiate this process. All roommates agree to make a good faith effort to discuss/obtain a resolution prior to taking any action.

ADDITIONAL items for consideration are below. Attach all agreements regarding these items and other issues:

Security Phone Messages Mail Parties/Entertaining Other: specify

Initials: _____

I understand that I am entering into a legally binding agreement with my roommates. I also understand that I, as an individual, and we as a group, are responsible to the landlord, the utility companies, and each other. I understand that this agreement is not enforceable with regard to my landlord, and will not protect me against any claims that my landlord may have against myself or my roommates under our lease agreement. As a party to this agreement, I realize that I, as well as each of my roommates, have equal rights to the use of 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 roommates by clarifying the expectations and space. This agreement is intended to promote harmony between roommates by clarifying the expectations and responsibilities of roommates to each other.

SIGNATURES OF ROOMMATES

SignatureDate

SignatureDate

SignatureDate

SignatureDate

SignatureDate

SignatureDate

SignatureDate

SignatureDate

Original copy of this agreement will be maintained by _____.

This agreement is provided by the Off-Campus and Commuter Student Services Office at the University of Connecticut, for the mutual benefit of roommates. The University assumes absolutely no responsibility for the use of this form.

Initials: _____