

ROOMMATE AGREEMENT

This information is provided as a public service courtesy of:

Summit Point Apartments

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The following is a sample Roommate Agreement that can be used by anyone who wishes to share an apartment, or any type of residential property, as roommates. It is recommended that anyone who is contemplating a roommate arrangement or is currently in such an arrangement, have a written roommate agreement. It is a protection for all parties and will help to prevent disputes which might arise from the expectations, responsibilities, and obligations of roommates to each other. For example, in the event of a dispute over an issue that cannot be resolved, the Agreement can be used in mediation or in small claims court if it is a financial dispute. Once signed by each roommate, the Agreement becomes a legally binding document. Each signatory to the agreement should have their signature witnessed by someone other than their roommate(s). A roommate agreement is a contract between the roommates themselves and does not involve the Landlord. Roommates' obligations and responsibilities to the Landlord, for the premises they are renting, are contained in the Lease Agreement or Rental Agreement that is entered into with the Landlord.

All parties should make sure they read and understand what is contained in the Landlord's lease before they sign it and before entering into any type of roommate agreement. The Lease contains various tenant obligations and responsibilities. The parties should determine whether there is a joint and several liability clause in the Lease Agreement, pet policies, whether or not guests are allowed and other terms and conditions that affect occupancy. For example: a **"joint and several liability" clause makes every signor of the Lease or Rental Agreement responsible for the entire amounts due and owing.** What this means is that each tenant is individually responsible for all of the rent, other charges, and for all of any damages that occur regardless of the means that the tenants (roommates) use to divide the rent among themselves and regardless of which tenant (roommate) actually causes the damage. If one person does not pay the rent, the other roommates are liable to the Landlord for payment of that person's share or they are all subject to eviction for non-payment of rent. It is up to the other tenant (roommate), not the landlord, to collect from the non-paying tenant (roommate). This means that if a roommate deserts the premises, or damage the premises beyond repair, the Landlord can sue all roommates, or just the remaining roommate, and just the remaining roommate would liable for the entire amounts due and owed. If one or more roommates have a Lease Guarantor or Co-Signor, they are also liable.

Roommates should have a written roommate agreement in effect immediately after or concurrently with the signing of a Lease. It is best not to have verbal agreements. Verbal agreements are hard to prove and may not be legally defensible or enforceable.

A note regarding security deposits: Security deposits can be a special problem in shared housing. Landlords are seldom willing to inspect the premises whenever one person leaves a shared premises. They often hold the total security deposit(s) until all original signers have vacated. Therefore roommates need to reach their own agreement about how they will handle the return of individual shares of the deposit(s). The same applies to utility deposits.

The Sample Roommate Agreement that follows is not intended to be all encompassing. Potential roommates who are contemplating such an agreement can modify, add, or delete clauses to meet their particular needs. Anyone wishing to use the format below may modify, copy, or print the document. If a format is used where blank spaces are left to write in, all parties to the agreement, who hand write or print information in the spaces should initial by each place something is handwritten. This is to protect against anyone writing in something that was not agreed later to by all the parties who sign the agreement. All signors should have a final copy for their file.

ROOMMATE AGREEMENT

This is a legally binding agreement. If you do not understand it, seek legal counsel.

This agreement is between: _____ and _____
(add the names of the roommates who will be a party to the agreement, if more than two add all names),
hereinafter known as “roommates or parties” for the premises known as:
_____. (example: Apartment No. 1, 500 N. E. Chipman Road,
Lee’s Summit, MO, 64063)

A. Lease or Rental Agreement for the premises.

1. The roommates hereby acknowledge that they have signed a Lease or Rental Agreement with _____, (insert the name of the Landlord) the Landlord of the aforesaid named premises. Each roommate stated above agrees to faithfully abide by all the terms and conditions of the Lease. The Lease Agreement commenced on _____, 200__ and terminates on _____, 200__.
2. The roommates acknowledge that this Roommate Agreement shall exist alongside the Lease Agreement for the premises, which contains all the terms and conditions of occupancy. This Roommate Agreement does not in any way, nor shall it be construed to replace, modify, or amend any of the rights, terms, conditions, and obligations which are contained in the Lease. This Agreement is only between the parties named above in Paragraph 1. (For legal reasons, this clause should not be a modified version or deleted)
3. The signing of this Roommate Agreement does not amend, replace or alter in any way, the joint and several liability of the tenants under the Lease Agreement with the Landlord.
4. This Agreement may be used to settle a dispute among the roommates in mediation or in a court of law, if such dispute cannot be settled directly by the roommates.

B. Rent, Fees, and Other charges.

1. The monthly rent and other charges for the premises at the address above is:
 - a. Premises: \$_____
 - b. Pet Rent \$_____
 - c. Storage \$_____
 - c. Other \$_____ (such as utilities billed by the Landlord). Total monthly \$_____
2. The roommates agree that they will share rent, pet rent, and storage rent (as applicable) in the following way:

<u>Name:</u>	<u>Roommate (%) Share of monthly rents</u>
(list names of roommates)	(Record the % share each will pay)

3. All roommates agree that if any act or failure to act by any of them results in late fees or costs for failure to pay rent, including Landlord’s costs of collection, that the roommate(s) who paid late or who did not pay rent will be jointly and severally responsible for all costs and fees of the other roommate(s) who paid on time.

4. The roommates agree that _____ will be responsible for collecting each roommate's share of the rent and forwarding to the Landlord as specified in the Lease Agreement.
5. The roommates agree that _____ will be responsible for organizing and keeping records of rent and other occupancy payment information.

C. Security Deposit (s).

1. The security deposit(s) required under the Lease are contained in the Lease. The roommates agree to share the security deposit(s) in the following manner:

<u>Name:</u> (list names of roommates)	<u>Roommate (%) Share of Security Deposit(s)</u> (Record the % share each will pay)
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D. Utilities and Renters Insurance.

1. The parties to this agreement agree that they have a responsibility to pay their share of all utilities not included in the rent that is paid to the Landlord.
2. The parties understand that if a roommate does not pay his/her share of a utility bill, the other or others must pay that person's share or the utility may be shut off by the utility company. Each party to this agreement agrees that if the other roommate(s) have to pay his/her share of a utility bill, she or he will reimburse the other roommate as quickly as possible. Each roommate agrees to pay his or her full share of any outstanding utility bill by the time she or he moves out of the premises, or once the last bill for which he/she is liable is issued by the utility.
3. Copies of all bills shall be provided for inspection to any other roommate who requests to see the bills. All bills will be kept in a safe place, that is agreed upon by all roommates, to make sure they are available in case of a dispute or if one or more roommates are out of town and the remaining roommate(s) have to pay a bill.
4. Renters Insurance: Tenants personal property and effects are not covered under a Landlord's property insurance. Roommates _____ will _____ will not purchase renters insurance to cover their personal property in the event of fire, water damage, or natural disaster.

Roommate name _____ will purchase renters insurance _____ will not purchase.

Roommate name _____ will purchase renter's insurance _____ will not purchase.

5. The responsibilities for utilities and other occupancy expenses are as follows:

Item:	Account in the name of:	Amt of Deposit \$	Deposit paid by	How bill is shared %	Roommate responsible for payment
Gas					

Electricity

Water

Trash

Telephone

Internet

Newspaper

Cable TV

Other:

If a phone is shared, how will unclaimed telephone calls be paid? _____

E. GENERAL TERMS, CONDITIONS, AND RULES:

1. All roommates agree to be reasonable and civil in their dealings with each other and to refrain from any behavior, action, or inaction that they know or should have reason to know will significantly interfere with other roommates' enjoyment of their tenancy. All roommates agree to discuss openly and unemotionally all concerns before problems arise. All roommates agree to negotiate in good faith should a dispute or difference of opinion occur. All roommates will respect each others' privacy, sleep schedules, and other requests that are not unreasonably burdensome.
2. Despite the best intentions of the roommates that they live in an environment free from stress and conflict, they acknowledge that conflicts may arise from time to time. Some areas where conflicts can come up include, but are not limited to, smoking, use of alcohol and other drugs, illegal activities, use of electronics (stereos, TV, computer gaming), quiet hours for reading or studying, use of personal property, behavior of friends and guests, and parking, if applicable. The roommates agree on the these as follows:
 - a. Smoking: All roommates understand that smoking and inhalation of second hand smoke are serious threats to health and safety, which may give rise to claims of liability for personal injury, and may aggravate medical conditions of any roommate. Accordingly, all roommates agree that smoking: _____ will not be permitted on the premises _____ will be permitted on the premises.

b. Alcohol: All roommates agree that alcohol will be permitted on the premises subject to the following conditions:

_____ or:

(b) (1) All roommates agree that alcohol will not be permitted on the premises by any roommate or guests of roommates. _____

c. **Non-prescription drugs:** All roommates agree that the use of illegal drugs on the premises will not be allowed under this agreement and in accordance with the Lease agreement with the Landlord.

d. Firearms: All roommates agree that firearms will not be kept on the premises.

e. Illegal **activities:** All roommates agree that they will not engage in any illegal activities while on the premises and in accordance with the Lease Agreement with the Landlord.

f. Quiet **Hours:** All roommates agree to observe quiet hours for sleep, study, and other purposes on the days and times listed here. And to abide by all terms that might be contained in the Lease Agreement regarding noise. Accordingly, all roommates agree to maintain a noise level on the premises that will permit other roommates the ability to enjoy the use of their private space. If the noise level is such that quiet enjoyment is not possible, the roommate(s) responsible for the noise will not refuse a reasonable request to adjust the noise level such that the requesting roommate can enjoy the use of his or her private space.

Quiet Days: M ____ T ____ W ____ Th ____ Fri ____ Sat ____ Sun ____

Quiet Times:

h. **Guests:** Any roommate intending to have a guest stay overnight must obtain permission from the other roommate(s) prior to stay. Each roommate is responsible for the behavior of her or his guests. Guest will not unreasonably disturb other roommates. Guest must stay in the bedroom of the roommate who invited them, unless all other roommates agree that the guest may stay in a shared area. The roommates agree to follow the Lease Agreement along with any rules and regulations contained therein with regard to guests.

(1) The roommates further agree that overnight guests will be permitted on the following basis:

(a) If at any time the guest substantially interferes with the comfort, safety, or enjoyment of the other roommate(s), any roommate may revoke said guest's visitation by expressly informing the host roommate and/or the guest that the guest's permission to stay in the premises has been revoked, along with the reason(s) for this revocation. After said guest and/or the host roommate have been so informed, the guest, will be expected to promptly vacate the premises (the rental dwelling).

(b) Any amendment or alteration of the guest policy as outlined by this Agreement will be in writing and signed by the roommates.

i. **Use of Personal Property:** Property deemed personal in nature includes all property, including clothing, in each roommate's bedroom which belongs to that roommate. All roommates agree to refrain from borrowing the personal goods of any other roommate(s), without approval. Exceptions to this rule should be clearly stated, with the roommates reserving the right to change their minds about the sharing of their personal property. If damage is done to personal property, the roommate responsible for the damage will be held liable. The roommates will make a list of other property that might be owned by a roommate or jointly owned and any conditions for use of those items. Those items include:

j. **Shared furniture, electronic equipment, and household items:** The roommates agree to create and maintain an inventory of all items that are shared in the common areas or loaned to another roommate for their personal use in their private space, such as furniture, electronics, appliances, dishes, glassware, pots/pans, silverware etc. A list of such items is attached to this Agreement as an Addendum.

k. **Sharing of food and beverages:** (State who does the shopping, how any food and beverages will be paid for and shared.) List any exceptions.

l. **Household expense:** All roommates agree that common household expenses, charges, and/or costs (cleaning supplies, bathroom tissue, paper towels, napkins, cleaning service) shall be shared in the same proportion as rent unless otherwise agreed to in writing.

m. *Add any additional terms, conditions, rules here:*

F. DUTIES AND RESTRICTIONS:

1. **Cleaning:** All roommates agree to follow reasonable standards of cleanliness in maintaining the private and common areas of the premises. All roommates agree that the household chores will be divided as follows: (who vacuums and dusts and when, who cleans the bathroom(s), which cleans the kitchen etc. who takes out the trash)

2. **Kitchen/Bathroom Clean up:** All roommates agree to clean up after themselves when cooking, baking, or using the kitchen. All roommates agree they will not leave dirty dishes, unwashed pots and pans, glasses, silverware, utensils etc on the kitchen counters or in the sink. All roommates agree they will leave shared tub or shower, bathroom sink, toilet, and floor clean after their personal use. Roommates agree that tissue and paper towels will be with paper pulled from _____front of the roll_____back of the roll in any shared bath or kitchen.

3. **Pets.** The roommates agree that pets will be allowed on the premises only with the consent of all roommates and in accordance with the Lease Agreement with the Landlord.

(a) All roommates agree that costs associated with damage caused by a pet will be apportioned between

the roommates depending on the circumstances. This includes, but is not limited to, damage to personal effects, furniture, carpeting, doors, floors, drapes, curtains, decks, walkways, lawn etc.

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

_____ will receive bedroom located at/on _____
Roommate name Where is it located in the premises

_____ will receive bedroom located at/on _____

5. Damages:

(a) Any roommate who causes damages to the premises, the property or to the personal property of any roommate will be responsible for that damage. Damages caused by guests or invitees of any roommate, will be attributed to that roommate. Any damages that cannot be traced to any particular roommate with reasonable certainty will be paid equally by all roommates signing this Agreement.

(b) In the event of a dispute regarding responsibility for damages, the roommates agree that they will try to negotiate the matter in good faith. The roommates agree that in the event a dispute does occur, and it cannot be resolved between the roommates, they will then seek to resolve the matter by way of a mediator or other neutral party, mutually chosen by the others, before seeking any legal recourse.

6. Other Duties/Restrictions: *(list any other ones here)*

G. MOVING IN: No party will be allowed to occupy the premises as a roommate, move furniture or other personal property into the premises without first having signed a Lease Agreement with the Landlord and becoming a signatory to the Roommate Agreement.

H. TERMINATION OF TENANCY:

1. No roommate will be asked or required by another roommate to involuntarily terminate his or her tenancy unless:

a. the roommate has failed to make his or her portion of the rent and other such occupancy charges and late fees to which roommate agreed to pay under this Agreement and to which the Landlord is lawfully entitled under the Lease Agreement.

b. the roommate has failed to make her or his agreed portion of utilities, common household expenses, charges and/or costs.

c. the roommate has failed to make any individually incurred expenses, charges, and/or fees whose late or non-payment will adversely affect the other roommates(s) (i.e. payment for damages incurred or guest incurred expense etc).

d. the roommate has committed or permitted to exist a substantial nuisance in, or has caused significant damage to, the rental unit, the Property at large, or has created or has permitted to exist a substantial interference with the comfort, safety or enjoyment of the Landlord and/or the other roommates(s) or other tenants at the Property and the nature of such nuisance, damage, or interference is specifically stated in writing by the Landlord or the other roommate(s) and has not been reasonably corrected.

- e. the roommate has violated a lawful obligation or covenant in the Lease Agreement between the Landord and roommates(s) without the other roommates' knowledge.
- f. the roommate has substantially violated any express material agreement which may be created between him or her and the other roommates(s) under this Agreement.

Other: *(list any other causes here)*

2. The details regarding notice requirements that a roommate has to give before leaving are sufficiently enumerated in the Lease Agreement. In addition (if any) roommates agree as follows:

3. It is understood that the roommate leaving may still be obligated to the Landlord and to the remaining roommate(s) in ways defined by the terms of the Lease Agreement. It remains the sole responsibility of the roommate leaving to discharge in full any such individual obligations.

4. Departing roommates shall provide the remaining roommate(s) with a forwarding address and telephone number, as well as to the Landlord.

5. **Abandoned property clause:** Roommates should determine how property left in the premises or in a shared storage locker will be handled if a roommate vacates the premises, for any reason, and doesn't take all or some of their personal property with them. How many days can it be left before it is considered "abandoned?" What means can the property be disposed of by the remaining roommate(s), can they keep it, sell it, and/or trash it? Is any notice required to the party who left it, and if so, how is the notice to be delivered before the property is disposed of by the remaining roommate(s)? Check to make sure whatever is agreed to, is legal in the state in which the roommates reside.

Additional Terms: *(list any additional terms here)*

I. ENTIRE AGREEMENT: This Agreement along with the Lease Agreement will constitute the entire agreement. Any prior understanding or representation of any kind preceding the date of this Agreement or the Lease Agreement will not be binding on either party to the extent incorporated in both agreements.

We the undersigned, hereby agree by our signatures below that:

- a. we have read this Agreement in full along with any addendums,
- b. we understand all that it contains, and
- c. we agree to abide by and be bound by its terms and conditions.

Roommate Printed Name

Roommate Signature

Date

Witness to first signature above

Witness to second signature below

Roommate Printed Name

Roommate Signature

Date

If more names are needed add here

ROOMMATE AGREEMENT ADDENDUM
SHARED PROPERTY OWNERSHIP INVENTORY

This Shared Property Inventory shall become an addendum to the Roommate Agreement dated

_____, 200__ between _____

who are occupying the premises known as _____.

List the quantity of each item, a short description, who the property is owned by and what date it was brought to the premises. If during the tenancy new shared items are added, list them here and the date the property was brought to the premises. If a shared item is disposed of during the tenancy, then mark through it and each roommate initial the mark through.

Quantity **Item description**

Owned by

Date