

ROOMMATE AGREEMENT

ROOMMATES DEFINED

The following persons are referred to as Roommates in this agreement:

LEASE TERMS

The Roommates understand that they have entered into a lease agreement, as tenants, for an apartment located at _____ Erie, Pennsylvania, from _____ until _____. The Landlord under the lease agreement is _____. The lease agreement requires the Roommates to pay a total rent of \$_____ and a total security deposit of _____. Each Roommate is responsible to pay any part of the rent and security deposit, and any other charges due under the lease not paid by the other Roommates, up to and including the entire amount.

PURPOSE OF THIS AGREEMENT

It is understood that this Roommate agreement shall in no way affect the obligations of the Roommates or the Landlord under the lease agreement. Its purpose is to define the obligations of the roommates to each other. For this purpose the Roommates agree as follows:

PAYMENT OF RENT

Each Roommate agrees to promptly pay an equal share of the rent, the security deposit, and any other charges when due under the lease agreement.

CHANGE OF ROOMMATES

In the event any Roommate vacates the apartment during the term of the lease, he or she will continue to pay an equal share of all amounts due, until a replacement roommate is found and approved by the Landlord and the other Roommates. It is understood that a replacement roommate will not relieve the roommate who is leaving from any of the obligations of the lease agreement.

In the event any Roommate vacates the apartment during the term of the lease, he or she will give a forwarding address to the Landlord, and will settle the security deposit with those remaining in the apartment so that he or she has no further interest in the deposit. The Roommates hereby authorize the Landlord to make settlement of the security deposit only with those Roommates remaining at the termination of the lease.

All replacement Roommates must be approved by the Landlord and the other Roommates before moving into the apartment, and must co-sign the lease agreement, and this roommate agreement.

FAILURE TO PAY

In the event any Roommate fails to pay his or her equal share under this agreement, the remaining Roommates agree to promptly pay the unpaid amount in full to the Landlord.

Any Roommate who is required to pay more than an equal share due to the failure of another Roommate, may then bring legal action against the Roommate who failed to pay, and may recover the amount paid in excess of an equal share, plus court costs and reasonable attorney fees.

ADDITIONAL AGREEMENTS

It is also agreed as follows:

The Roommates, by signing below, affirm that they have read, and understand this agreement fully, and intend to be legally bound by all of its terms.

DATED_____

_____LS _____LS

_____LS. _____LS.

_____LS _____LS

ROOMMATE CLAUSE ---for single people living together

“The above tenants agree to be all jointly and severally responsible to pay the full rent due under this agreement. Each tenant must pay his share of the rent, as well as any rent not paid by any other Tenants. If one or more Tenants should move out of the apartment, this shall in no way relieve any of the Tenants of their full rent obligations”.