

## Model Roommate Agreement

### ROOMMATE AGREEMENT

This Roommate Agreement is made by the following roommates: \_\_\_\_\_ (the "Roommates"). The Roommates are co-tenants in the ☐ Apartment or House ☐ located at \_\_\_\_\_, California (the "Apartment or House").

There ☐ is ☐ is not a written rental agreement or lease with the landlord, \_\_\_\_\_, for the Apartment or House (the "Rental Agreement"). The following Roommates have been 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 Apartment or House: ☐ for the period set forth in the Rental Agreement with the landlord, ☐ beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, or ☐ 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 Apartment or House is \$ \_\_\_\_\_. Each Roommate will pay the following amount(s): \_\_\_\_\_. Rent shall be payable 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 the Apartment or House's rent if the other roommates fail to pay their share.

4. *Security Deposit.* The total security deposit for the Apartment or House is \$ \_\_\_\_\_. Each Roommate has paid ☐ to the landlord ☐ to \_\_\_\_\_ the

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

5. *Early Termination of the Tenancy.* If one roommate elects to leave before the end of the lease term described in paragraph 2, it ☐ is ☐ is not that roommate's responsibility to find a replacement. The departing roommate ☐ 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 ☐ will have ☐ 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 \_\_\_\_\_. The landlord's prior written approval ☐ is ☐ is not required to change roommates, and if such approval is required, ☐ 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 Apartment or House are: \_\_\_\_\_.

7. *Overnight Guests.* Each roommate ☐ 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 without the permission of the other roommate(s).

8. *Utility and Telephone Charges.* Each roommate agrees to pay \_\_\_\_\_% of the utility charges: ☐ gas ☐ electricity ☐ water ☐ internet ☐ cable

Gas: Deposit in the amount of \$\_\_\_\_\_ paid by \_\_\_\_\_; each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

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Electricity: Deposit in the amount of \$\_\_\_\_\_ paid by \_\_\_\_\_.  
each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

Water: Deposit in the amount of \$\_\_\_\_\_ paid by \_\_\_\_\_.  
\_\_\_\_\_; each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

Internet: Deposit in the amount of \$\_\_\_\_\_ paid by \_\_\_\_\_.  
\_\_\_\_\_; each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

Cable: Deposit in the amount of \$\_\_\_\_\_ paid by \_\_\_\_\_. each  
roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

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

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

11. *Smoking.* Smoking ☐ is ☐ is not allowed in the Apartment or House.

12. *Alcohol.* Alcohol ☐ is ☐ is not allowed in the Apartment or House.

13. *Property Damages.* Each Roommate agrees to be solely liable for any loss or damage to the building, the Apartment or House, furnishings, appliances, or personal property of the other Roommates caused by the negligent or intentional act of that individual Roommate or his/her guests.

14. *Pets and Animals.* There ☐ will ☐ will not be any pets in the Apartment or House at any time. Should one Roommate or his/her guest bring an animal in the Apartment or House, that Roommate will be responsible for all charges and penalties incurred as a result. ☐ If pets are permitted under the Rental Agreement, each Roommate who has a pet or guest animal shall be responsible for all damages caused by his/her pet. This includes,

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but is not limited to, damage to the furniture, carpeting, doors, yard, garden, and other household fixtures.

15. *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: \_\_\_\_\_.

16. *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: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_