Sample Roommate Agreement (page 1 of 2)

Attach copy of lease or rental agreement and landlord's house rules.

Roommate Agreement

(Each roommate should receive a copy of this agreement)

We have signed a lease/rental agreement for ______(address) on ______(date). We hope to make certain that responsibilities of renting will be shared equally by all roommates. It is for this reason that we are signing this agreement.

ROOMMATES

The roommates of the above address are:

TERMS

This agreement shall remain in effect from

to

Under a month-to-month tenancy, each roommate must give the other roommate(s) and landlord thirty days written and/or or oral notice in advance, if the roommate will be moving out before date shown above. The roommate may leave if a substitute roommate is found and is acceptable to the remaining roommate(s) and the landlord. Each roommate will be primarily responsible for finding his/her own replacement tenant.

Under a lease agreement, the departing roommate will be responsible for upholding the lease agreement until, and possibly after, a replacement or sublessee is found.

The landlord should be notified of any pending roommate switch, so that proper arrangements can be made. The departing roommate will be responsible for his/her original portion of the rent, unless other arrangements are made in a written agreement with the roommate(s) and landlord.

DEPOSIT

The roommate(s) have paid a security deposit of ______. List amount each roommate has paid:

Each roommate is responsible for charges associated with the damages he/she or his/her guest(s) cause. If the cause cannot be determined, then the roommates will split the cost of damages equally.

RENT

PETS

If pets are permitted under the lease, each pet owner shall be responsible for all damages caused by his/her pet. This includes damage to furniture, carpeting, blinds, doors, lawn, and garden.

HOUSEHOLD SUPPLIES

A single ledger will be kept of all supplies purchased by each roommate. The supplies include such things as paper towels, toilet paper, cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the home which will be shared by all roommates.

KITCHEN USE AND CLEAN-UP

Food expenses shall be shared by all roommates. Preparation of 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.

This form was prepared by the Housing Information Office, University Housing, University of Michigan, 1011 Student Activities Building, 734-763-3205. Website: www.housing.umich.edu © University of Michigan

Rev. 6/02

PERSONAL PROPERTY

All roommates agree to refrain from borrowing roommates' 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. If damage is done to personal property, the roommate responsible for damage will be held liable.

CLEANING AND YARDWORK

All roommates agree to share the responsibilities of cleaning and maintenance of the premises. This includes dusting, vacuuming, emptying trash, mopping/waxing floors, cleaning bathrooms, and yardwork.

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.

MEDIATION

Roommates agree to discuss unresolved roommate problems with an advisor at the University Housing Information Office. Any roommate may initiate this process, which includes consultation and mediation. All roommates agree to make a good faith effort to discuss /obtain a resolution prior to taking any action.

ADDITIONAL TERMS OF AGREEMENTS

In addition to the items mentioned above, the following items have been known to cause conflict between roommates. If you foresee any of these as a problem, write out any needed additional agreements and attach. Space is provided at right for adding other issues needing specific agreements.

Smoking/alcohol/drugs	Parking	Overnight guests	
Cleanup after parties/guests	Use of sound system	Behavior of guests	
Food/groceries/household supplies	Phone messages	Keys	
Quiet hours for studying and sleeping	Compliance with landlord's rules	Shared areas (bathroom)	

Each roommate agrees to do his/her own dishes as needed. A schedule of kitchen cleanup may be attached. It will include cleaning the refrigerator and oven, mopping the floors, and emptying the trash.

Item	Account in Name of	Amount of Deposit	Deposit Paid By	How Bill Shared	Name Roommate Responsible for Payment
Gas					
Water					
Electricity					
Newspaper					
Garbage					
Cable TV					
Phone					

*Charges for unclaimed telephone calls shall be allocated equally among the roommates.

Each roommate has been assigned the responsibility for payment of a specific bill. This includes determining the amount owed by each roommate, collecting that amount, and seeing that payment is made before the due date. OR

The attached schedule has been developed to assign each roommate the month in which he/she will be responsible for the collecting and payment of all bills.

SIGNATURES OF ROOMMATES

This material is intended for general information purposes only. For legal issues that arise, the reader should consult legal counsel.