



What is a roommate agreement?

A rental contract is a legal document only between the Contract Holder (or in some cases all the tenants combined) and the Landlord but does not cover the agreements between the Contract Holder and the Co-tenant(s). The rental contract may include the total rent that needs to be paid and the overall terms and conditions associated with the rental contract, but that is usually only binding to the Contract Holder and not to the Co-tenant(s). It does not include the division of the rent among the Contract Holder and the Co-tenant(s). Apart from the rent, the Contract Holder is legally bound to fulfill the duration of the contract, yet the Co-tenant(s) can leave anytime, without giving prior notice and leaving the Contract Holder to deal with the rest of the rent and utility bills. Even as a Co-tenant, the Roommate Agreement is very important as the Contract Holder can ask the Co-tenant to evict the house if he/ she suddenly wants to keep someone else instead.

A Roommate agreement is the legal document that can solve these issues. Additionally, it may assist in matters including but not limited to space, sharing of utilities, cleanliness, noise levels and keeping guests. It can also help you decide what you should do if a disagreement occurs.

Remember that a Roommate agreement is only between the Contract Holder and its Co-tenants and does not involve the Landlord in anyway.

The following Roommate Agreement Template is provided by the Housing Department of Michigan Technological University (MTU), to guide and assist the MTU students to draft and their own Roommate Agreement. This template may have more terms than what the Contract Holder requires or may not have everything desired. Students are recommended to modify the agreement to suit their needs and if needed, add specific provisions that they think need to be addressed.

Roommates are advised to first read the complete document thoroughly before making any changes. Where there are alternative terms in the document, choose the suitable one and cross out the others that don't apply. It is necessary that all the Roommates sign their initials at all the crossings and changes in the document.

ROOMMATE AGREEMENT

This Roommate Agreement is a legal and binding contract between the following Roommates:

1. Name: _____ M No.: _____
Permanent Address: _____

2. Name: _____ M No.: _____
Permanent Address: _____

3. Name: _____ M No.: _____
Permanent Address: _____

1. Purpose of this Agreement.

The purpose of this Agreement is to define the rights and obligations between the Roommates named above while living at _____

2. Term or period of this Agreement.

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

Disclaimer: This document was created by a graduate student who is not a licensed attorney and provide at no cost assistance to students. Please feel free to contact an attorney or other advisor before signing the document.

3. Choice of Law and Forum.

This Agreement shall be governed by the laws of the Michigan. All legal actions brought to enforce this contract shall be brought in the courts of Houghton County, Michigan.

4. Resolution of Disputes.

All Roommates shall resolve their disputes in a fair and mature fashion and shall seek the help of a mediator or alternative dispute resolution committee provided by MTU Housing department if they are unable to agree on their own. The results of any negotiation or mediation shall be recorded or reduced to writing for the review of all Roommates.

If it is necessary to litigate any dispute arising under this Agreement, the losing Roommate shall pay all court costs, reasonable collection costs, and reasonable attorney fees.

5. Incorporation of the Lease.

All Roommates shall comply with the Lease. Any breach of the Lease by a Roommate is also a breach of this Roommate Agreement. Where there is a conflict between this Agreement and the Lease, the terms of the Lease shall have precedence.

6. Division of Rent.

Each Roommate shall pay his or her share of the rent as follows:

_____	\$ _____.
_____	\$ _____.
_____	\$ _____.

If the total amount of rent due under the lease changes, the change in rent shall be apportioned among the Roommates in proportion to the amount of rent shown above.

_____, being the Contract Holder, shall collect the rent from the other Roommates and make a single payment to the landlord pursuant to the terms of the lease.

Each Roommate shall deliver to the Contract Holder full payment of his/ her share of the rent by personal check, online money transfer or cash at least _____ days before the rent is due. The Contract Holder shall provide a receipt to any Roommate that requests one. Upon any Roommate's second late payment of rent resulting in damages, his/her rent shall be accelerated and he/she shall immediately pay the full amount of rent for the remainder of the lease term.

The Contract Holder shall pay in a manner that will provide him/her with proof of payment such as a receipt, a cancelled personal check, a debit on a bank account statement, or a credit

Disclaimer: This document was created by a graduate student who is not a licensed attorney and provide at no cost assistance to students. Please feel free to contact an attorney or other advisor before signing the document.

card statement. To be valid, the proof of payment shall indicate the name of the payee, the amount paid, and the date the payment was deposited or debited. The Contract Holder shall save these receipts until one of the following events occurs:

- i. the landlord returns the security deposit without deduction or claim for any rent owed,
- ii. a settlement regarding unpaid rent is made between the landlord and all the Roommates, or
- iii. a claim for unpaid rent is resolved in court.

The Contract Holder shall provide proof of payment to any Roommate upon request.

If, due to any fault of the Contract Holder, rent is not paid on time or receipts are not provided as requested, the Contract Holder will be responsible for any damages and late fee. Upon the second late payment or failure of providing receipts, the Contract Holder will pay the full amount of rent for the following month and will continue to do so until the Contract Holder pays the rent on time and provides the receipts.

7. Security Deposit.

The security deposit for the dwelling unit is \$ _____. Each of the Roommate will be responsible for a share in the amount of \$ _____. The Contract Holder, shall collect the security deposit from the other Roommates, within 3 days of their moving in and make a single payment to the landlord. This amount will be returned, less the share of any amount deducted by the landlord for unpaid rent, and/or damages.

8. Security Deposit to Contract Holder.

Each of the Roommate will be responsible to deposit an amount equal 1 months' rent to the Contract Holder as security within 3 days of their moving in. The Contract Holder shall provide paying Roommate with proof of payment such as a receipt, a debit on a bank account statement, or a credit card statement. To be valid, the proof of payment shall indicate the name of the payor, the amount paid, and the date the payment was made. This amount will be returned, less the share of any amount deducted by the Contract Holder for unpaid rent, and/or damages.

9. Utilities.

The Roommates agree to pay those utilities not included in the rent according to the following amounts or shares:

Roommates:	1	2	3	Payors
Internet Service:				_____
Cable Television:				_____
Electricity:				_____
Gas:				_____

Disclaimer: This document was created by a graduate student who is not a licensed attorney and provide at no cost assistance to students. Please feel free to contact an attorney or other advisor before signing the document.

The Roommates listed above as Payors shall have the indicated utilities placed in their names. Each Payor shall collect the proper share of the utility charge from each Roommate who is responsible for a share of the bill and make a single payment to the utility company for which he/ she is listed. At least 10 days before a bill is due, the Payor shall notify the other responsible Roommates of the amount of the bill and its due date. Those Roommates shall pay the Payor their share of the bill at least 5 days before the bill is due. The Payor shall provide a receipt to any Roommate that requests one.

The Payor shall provide access to the bills upon request of any Roommate. Roommates who have not been provided with access to the bills upon reasonable request shall not be responsible for any damages due to late payment of their share of this utility.

The Payor shall pay in a manner that will provide him/ her with proof of payment such as a receipt, a cancelled personal check, a debit on a bank account statement, or a credit card statement. The proof of payment must indicate the name of the payee, the amount paid, and the date the payment was deposited or debited. The Payor shall provide proof of payment to any Roommate upon request. Damages resulting from failure to collect and save proof of payment shall be the full responsibility of the Payor.

If, due to any fault of the Payor, a utility bill is not paid on time or receipts are not provided as requested, the Payor will be responsible for any damages and late fee. The other Roommates may elect to designate another person to be the Payor. In such an event, the other Roommates shall provide the out-going Payor written notice of his/ her removal and the name of his/ her replacement.

Each Roommate is liable for any damages resulting from a failure to pay utilities or failure to provide proof of payment and shall indemnify the other Roommates for any damages they sustain due to his/ her breach of this Agreement. Damages include, but aren't limited to, late fees, interest, reconnection fees and damages caused to persons or property from lack of heat.

Even if a Roommate vacates the premises, he/ she shall continue to pay his/ her share of the utilities until the lease expires or he/ she is released in writing by the other Roommates. If a vacating Roommate is a Payor, the remaining Roommates shall elect a new Payor and notify the outgoing Payor in writing.

10. Bounced Checks.

If a Roommate pays by regular check and the check is drawn on insufficient funds (i.e. it "bounces"), that Roommate shall be responsible for all damages that result from this bounced check including, but not limited to, late fees and returned-check fees.

11. Property Damages.

Disclaimer: This document was created by a graduate student who is not a licensed attorney and provide at no cost assistance to students. Please feel free to contact an attorney or other advisor before signing the document.

If the landlord requires submittal of a move-in inspection report, the Contract Holder shall complete and submit the report as required by the landlord and shall provide copies of the submitted report to the other Roommates.

If the landlord doesn't require submittal of a move-in inspection report, the Contract Holder shall draft a letter to the landlord listing all pre-existing damages. As each Roommate moves in, he/she shall inform the Contract Holder of any damages that need to be listed within 3 days of moving in. The Contract Holder shall incorporate these additions into his/ her letter, have each Roommate sign the letter, and submit the letter, within five days of the last Roommate's move-in, to the landlord by certified mail or hand delivery, in which case a hand receipt must be obtained. He/ she shall also provide copies of the letter to the other Roommates.

Each Roommate shall pay for all damages he/she or his/her guests cause to the premises or to the personal property of any Roommate or guest. Any damages that cannot be traced to any particular party with reasonable certainty shall be paid equally by all Roommates. In the event of a dispute regarding responsibility for damages, the Roommates shall first try to negotiate the matter in good faith and then seek the help of a mediator or other neutral party mutually chosen by all Roommates before taking the matter to court.

12. Cleaning.

All Roommates shall follow reasonable standards of cleanliness in maintaining the private and common areas of the premises. Roommates shall promptly address any concerns about cleanliness with each other in a polite and professional manner. Repeated requests to address any particular situation should be made in writing to the offending Roommate, and that Roommate shall sign for receipt of the written notice of these concerns.

If any Roommate's private room is kept in a fashion that attracts vermin (cockroaches, rats, etc.), the other Roommates may elect to provide the offending Roommate with written notice requiring him/her to remedy the condition within ten days of his/ her receipt of the notice. If, despite being given proper notice, the offending Roommate fails to fix the condition in the required time, he/she shall be in breach of this contract. In such a case, the other Roommates may hire exterminators and cleaning-service providers to correct the problem and require the offender to pay the bill for any services rendered.

The Roommates shall abide by the following cleaning schedules and standards:

A. Kitchen.

Dishes:

Sink:

Refrigerator:

Disclaimer: This document was created by a graduate student who is not a licensed attorney and provide at no cost assistance to students. Please feel free to contact an attorney or other advisor before signing the document.

Cooking Range:

Microwave:

Floors:

Countertops:

B. Bathroom.

Toilet:

Sink:

Floor:

Tub/Shower:

C. Trash removal schedule.

D. Living Room, Dining Room & Hallways.

13. Guests.

The Roommates shall follow the lease and any rules and regulations indicated by the landlord governing guests. Except in case of an emergency, no Roommate shall invite or allow a guest to stay overnight or later than 11 p.m. if any Roommate will be attending classes or exams on the following day. No Roommate shall invite or allow a guest to spend the night on more than ___ occasions during any semester. Any Roommate who violates any provision in this paragraph without the express written permission of the other Roommates shall be liable to each Roommate for liquidated damages in the amount of \$ 10.00 for each occurrence. Multiple guests count as multiple occurrences.

14. Parties and Gatherings.

Roommates shall follow all lease terms, landlord rules and regulations, and local ordinances regarding parties, gatherings, noise, littering, and parking. No Roommate shall hold a party or gathering with more than 3 guests without the written consent of all the other Roommates at least 3 days prior to the event. Consent shall not be unreasonably withheld. No Roommate shall hold a party consisting more than 15 people, including Roommates, under any circumstances.

Disclaimer: This document was created by a graduate student who is not a licensed attorney and provide at no cost assistance to students. Please feel free to contact an attorney or other advisor before signing the document.

Any Roommate hosting a gathering or party shall, upon request of any other Roommate, terminate the event immediately.

All Roommates in attendance at a gathering or party shall share equally in cleaning the dwelling and removing trash and litter. They shall thoroughly clean the premises, deposit all trash in appropriate waste and recycling containers, and remove all litter left outside the dwelling by noon the following day.

15. Smoking.

Roommates shall not smoke nor allow their guests to smoke inside the dwelling. A breach of this provision shall be deemed to have caused liquidated damages in the amount of \$20.00 per each cigarette or cigar smoked payable to each non-offending Roommate.

If smoking causes a fire on the property, the Roommate responsible for the fire shall pay for all damages caused by fire, smoke, or firefighting operations including, but not limited to, replacement of lost personal property, repairs to the dwelling, necessary moving expenses of any Roommate, and the cost of necessary replacement housing for a Roommate for the remainder of the original lease term.

16. Moving Out.

If, for whatever reason, one of the Roommates moves out of the dwelling, he/she will give the Contract Holder (and the landlord, if required) a minimum of 60 days written advance notice. The person moving out early will pay their portion of the monthly rent and utilities for the entire 60 day period, if leaving before the last Friday before Thanksgiving break, even if leaving sooner. In case the person moving out is leaving after the last Friday before the Thanksgiving break, then person moving out will pay their portion of the monthly rent and utilities for the rest of the remaining contract period. The exception will be if a new roommate moves in before the 60-day period is up.

It is primarily the responsibility of the departing roommate to find a replacement and to look for a replacement that is acceptable to the present roommates and landlord. While the remaining roommates and landlord will have ultimate approval of any new roommate, they understand the need to be reasonable in accepting a replacement roommate.

If a new roommate moves in, all roommates and the landlord must approve, and the new roommate must sign his/her name to this contract. The new roommate is obligated to pay a deposit equal to the amount described above in the sections "Security Deposit" and "Security Deposit" to Contract Holder section prior to moving in. This money will be paid directly to the departing roommate. A forwarding address and phone number, in writing, should be provided for purposes of security deposit disposition. See the section below, "Forwarding Address and Phone Number".

Disclaimer: This document was created by a graduate student who is not a licensed attorney and provide at no cost assistance to students. Please feel free to contact an attorney or other advisor before signing the document.

If moving out of the dwelling and a replacement roommate has not been found, a refund of the security deposit will need to wait until the end of the lease term, or until a replacement roommate is found. Until a replacement roommate signs on the lease, and/or the landlord removes the departing roommate from the lease, the departing roommate is not released from certain legal responsibilities to the landlord or to the other roommates, including for rent and possible apartment damages.

17. Abandoned Property.

If a Roommate vacates the premises for any reason and fails to remove his/ her property within 10 days, the property may be considered abandoned by the remaining Roommates. – The remaining Roommates may sell or auction the abandoned property to satisfy any of the vacating Roommate’s outstanding debts under this contract. If the vacating Roommate has no such debts, the remaining Roommates may divide the property amongst themselves as they see fit.

18. Forwarding Address and Phone Number.

Each Roommate shall provide a forwarding address to each of the other Roommates at least 10 days prior to vacating the premises for any reason (including termination of the lease). Each Roommate shall inform the other Roommates of any changes in his/ her forwarding address within 10 days of the change unless either the shares of the security deposit are returned in full to each Roommate or any disputes regarding damages are resolved by settlement or legal action. If any Roommate is compelled to use professional services to locate another Roommate’s address for service of legal process, then the Roommate who failed to provide his/her forwarding address shall pay for the cost of determining his/ her location.

19. General Courtesy.

Each Roommate shall be reasonable and professional in his/ her dealings with the other Roommates and refrain from any behavior, action, or inaction that he/she knows or has reason to believe will significantly interfere with another Roommate’s enjoyment of the tenancy. Each Roommate agrees to negotiate in good faith, should the need arise. Each Roommate shall respect the other Roommates’ privacy, sleep schedules, and reasonable requests.

20. Criminal Behavior.

Roommates shall not commit any crime on the premises that either:

- a. interferes with the rights of another Roommate (including, but not limited to, larceny, damage to property, assault, battery, fraud, invasion of privacy, harassment, and stalking),
- b. involves inherently dangerous activities, violent acts, or weapon violations, or
- c. jeopardizes the continued right of the other Roommates to occupy the premises under the terms of the lease. Such activity shall be a breach of this agreement.

Disclaimer: This document was created by a graduate student who is not a licensed attorney and provide at no cost assistance to students. Please feel free to contact an attorney or other advisor before signing the document.

Any Roommate convicted of one of the crimes listed above shall immediately vacate the premises, regardless of the status of any appeal. The convicted tenant shall remain responsible for his/her portion of the rent and utilities as defined elsewhere in this agreement.

21. Firearms and Other Weapons.

Roommates shall not keep firearms, bows, hunting or combat knives, machetes or other weapons on the premises.

Any Roommate keeping a weapon on the premises in violation of this section shall be liable to each of the other Roommates for liquidated damages in the amount of \$ 100.00 per violation.

22. Waiver.

Waiver by any Roommate of any term or condition of this Agreement on any one occasion shall not waive the right to enforce that term or condition on any subsequent occasion.

23. Signatures.

We, the undersigned, hereby indicate by our signatures below that we have read this full agreement, that we understand all it contains, that we agree to be bound by its terms and conditions, and that it is the complete statement of our understanding of the terms and conditions of our tenancy together.

Print Name and Signature Date

Print Name and Signature Date

Print Name and Signature Date

Disclaimer: This document was created by a graduate student who is not a licensed attorney and provide at no cost assistance to students. Please feel free to contact an attorney or other advisor before signing the document.