

ROOMMATE AGREEMENT

1. 1. Parties

This Roommate Agreement (the "Agreement") is made on [AGREEMENT DATE] among [ROOMMATE 1 NAME], [ROOMMATE 2 NAME], and [ROOMMATE 3 NAME] (each a "Roommate" and together the "Roommates"). Each Roommate is a tenant under the lease dated [LEASE DATE] with [LANDLORD NAME] for the property described below (the "Lease"). This Agreement governs only the relationship among the Roommates and does not modify the Lease or bind the landlord in any way. Notices among Roommates may be given in person, by text message, or by email to the contact details listed at the end of this Agreement.

2. 2. The Residence and Room Assignments

The Roommates share the residence located at [PROPERTY ADDRESS] (the "Residence"). Bedrooms are assigned as follows: [ROOMMATE 1 NAME] occupies [ROOM 1 DESCRIPTION], [ROOMMATE 2 NAME] occupies [ROOM 2 DESCRIPTION], and [ROOMMATE 3 NAME] occupies [ROOM 3 DESCRIPTION]. Each Roommate has exclusive use of the assigned bedroom and shared use of the kitchen, living areas, bathrooms, and [OTHER SHARED AREAS]. Assigned parking and storage are: [PARKING AND STORAGE ASSIGNMENTS]. Room assignments may be changed only by written agreement of all Roommates.

3. 3. Term

This Agreement begins on [START DATE] and remains in effect for as long as the Roommates share the Residence under the Lease, including any renewal or month-to-month continuation. If the Lease ends and the Roommates do not renew, this Agreement ends on the same day, except for obligations to repay money that are still outstanding. A Roommate who moves out remains bound by the payment and damage provisions for the period during which that Roommate lived in the Residence. Adding a new Roommate requires written approval from the landlord and a signed addendum to this Agreement.

4. 4. Rent Shares and Payment

Total monthly rent under the Lease is [TOTAL MONTHLY RENT], divided as follows: [ROOMMATE 1 NAME] pays [ROOMMATE 1 RENT SHARE], [ROOMMATE 2 NAME] pays [ROOMMATE 2 RENT SHARE], and [ROOMMATE 3 NAME] pays [ROOMMATE 3 RENT SHARE]. Shares are unequal where bedroom size, private bathroom access, or parking justifies it, and the Roommates confirm these amounts are fair. Each Roommate will deliver their share to [DESIGNATED PAYER OR SHARED ACCOUNT] no later than the [INTERNAL DUE DAY] day of each month so the full rent reaches the landlord on time. A Roommate who pays more than their share because another Roommate did not pay is entitled to reimbursement in full within [REIMBURSEMENT DAYS] days, plus a late charge of [INTERNAL LATE FEE] after that.

5. 5. Security Deposit

The security deposit held by the landlord is [TOTAL SECURITY DEPOSIT], contributed as follows: [ROOMMATE 1 DEPOSIT SHARE], [ROOMMATE 2 DEPOSIT SHARE], and [ROOMMATE 3 DEPOSIT SHARE]. When the landlord returns the deposit, it will be divided in the same proportions after subtracting any deduction caused by a specific Roommate, which that Roommate alone will bear. Deductions that cannot be traced to one person will be shared in the same proportions as the contributions. A Roommate who moves out before the Lease ends is not entitled to a deposit refund from the landlord and must instead be bought out by the remaining or replacement Roommates as described below.

6. 6. Utilities, Groceries, and Shared Expenses

The following accounts are held in the name shown and split as indicated: [UTILITY 1, ACCOUNT HOLDER, SPLIT], [UTILITY 2, ACCOUNT HOLDER, SPLIT], and [INTERNET OR OTHER SERVICE, ACCOUNT HOLDER, SPLIT]. The account holder will share a copy of each bill within [BILL SHARING DAYS] days of receiving it, and each Roommate will pay their share within [EXPENSE PAYMENT DAYS] days after that. Shared household supplies such as paper goods, cleaning products, and trash bags will be [PURCHASED IN ROTATION / SPLIT EQUALLY FROM A SHARED FUND OF [SHARED FUND AMOUNT] PER MONTH]. Groceries are handled as follows: [SEPARATE GROCERIES / SHARED STAPLES ONLY / FULLY SHARED WITH EQUAL SPLIT], and no Roommate will consume food clearly belonging to another without permission. A Roommate who causes an unusually high charge, such as a premium subscription or an equipment fee, pays that amount alone.

7. 7. Chores and Cleaning Schedule

Each Roommate will clean up after themselves in shared areas immediately, including washing or loading dishes the same day and wiping counters after cooking. Rotating tasks are assigned as follows: trash and recycling on [TRASH DAY] by [ROTATION ORDER], kitchen deep clean every [KITCHEN CLEAN FREQUENCY] by [ROTATION ORDER], bathroom cleaning every [BATHROOM CLEAN FREQUENCY] by [ROTATION ORDER], and common area vacuuming every [VACUUM FREQUENCY] by [ROTATION ORDER]. A Roommate who cannot complete an assigned task will swap with another Roommate in advance rather than skipping it. If a task is left undone for more than [CHORE GRACE DAYS] days, any other Roommate may hire a cleaning service and the responsible Roommate will pay the cost up to [CLEANING SERVICE CAP].

8. 8. Quiet Hours and Shared Space Etiquette

Quiet hours run from [QUIET HOURS START] to [QUIET HOURS END] on weeknights and [WEEKEND QUIET HOURS] on weekends, during which noise must be kept low enough not to be heard from another bedroom. Roommates will give at least [EVENT NOTICE DAYS] days notice before hosting a gathering of more than [GATHERING GUEST LIMIT] people, and any gathering will end by [GATHERING END TIME]. The thermostat will be kept between [MIN TEMPERATURE] and [MAX TEMPERATURE] unless all Roommates agree otherwise. Smoking and vaping are [PERMITTED ONLY IN [DESIGNATED AREA] / NOT PERMITTED INSIDE THE RESIDENCE], and shared spaces will not be used for long-term storage of personal items.

9. 9. Guests and Overnight Visitors

Each Roommate may host overnight guests for up to [OVERNIGHT GUEST NIGHTS] consecutive nights and up to [MONTHLY GUEST NIGHTS] nights per month without the agreement of the other Roommates. A guest staying beyond those limits is treated as an additional occupant, requires unanimous written agreement of the Roommates and landlord approval, and triggers a rent contribution of [GUEST RENT CONTRIBUTION]. The hosting Roommate is fully responsible for the behavior of a guest and for any damage or extra cleaning a guest causes. Guests will not be given keys or door codes, and no guest may be left alone in the Residence.

10. 10. Personal Property, Damage, and Repairs

Furniture and appliances brought into shared areas remain the property of the Roommate who bought them unless the item was purchased jointly, in which case ownership is [JOINT OWNERSHIP AND BUYOUT TERMS]. Items purchased jointly and not divided at move-out will be sold and the proceeds split in proportion to the contributions. Each Roommate is responsible for the cost of repairing damage that Roommate or a guest of that Roommate causes, and damage that cannot be attributed to one person is shared equally. Roommates will report

maintenance issues to the landlord promptly using the method required by the Lease and will copy the other Roommates on the request. Each Roommate is encouraged to carry renters insurance, since the policy of the landlord does not cover personal belongings.

11. 11. Entry and Privacy

Each Roommate is entitled to privacy in their assigned bedroom, and no Roommate will enter another bedroom without permission except in an emergency involving risk to a person or the property. Bedroom doors may be locked if the Lease permits, provided the landlord retains any access required by the Lease. Mail and packages addressed to a Roommate will not be opened by anyone else and will be placed in [MAIL PLACEMENT LOCATION]. Roommates will pass along any landlord entry notice to the whole household as soon as it is received.

12. 12. Breach and Remedies

A Roommate is in breach if a rent share or expense share is unpaid when due, if house rules in this Agreement are repeatedly ignored after written notice, or if that Roommate causes a violation of the Lease. The Roommate in breach has [CURE PERIOD DAYS] days after written notice to correct the problem or repay the amount owed. Money owed among Roommates under this Agreement may be recovered in small claims court, and the prevailing Roommate may recover filing costs to the extent permitted by law. No Roommate may change locks, remove belongings, or shut off a utility as a way to force another Roommate to leave, since only the landlord may pursue eviction and only through the courts.

13. 13. Dispute Resolution

Before taking any formal action, the Roommates will attempt to resolve a dispute at a household meeting held within [MEETING DAYS] days of a written request from any Roommate. Decisions about shared purchases, adding a Roommate, or changing house rules require [UNANIMOUS AGREEMENT / A MAJORITY VOTE] of the Roommates. If a meeting does not resolve the issue, the Roommates will consider mediation through a local community mediation service before filing a claim. This section does not prevent any Roommate from reporting an emergency, illegal activity, or a safety threat to the appropriate authorities.

14. 14. Moving Out and Replacement Roommate

A Roommate who wishes to move out before the Lease ends will give the other Roommates and the landlord at least [MOVE-OUT NOTICE DAYS] days written notice. The departing Roommate remains responsible for their rent share until the earlier of the end of the Lease term or the date a replacement Roommate approved by the landlord takes over, and will make reasonable efforts to find a suitable replacement. A replacement Roommate must be approved by the landlord in writing and must sign both the Lease or a lease addendum and a copy of this Agreement. The departing Roommate will remove all personal property, return keys, clean the assigned bedroom, and settle any outstanding balance before leaving. Any deposit share owed to the departing Roommate will be paid by the replacement Roommate or by the remaining Roommates, not by the landlord.

15. 15. Governing Law

This Agreement is governed by the laws of the state where the Residence is located. Nothing in this Agreement changes the rights or obligations of any Roommate under the Lease or under state landlord-tenant law, and the landlord may still enforce the Lease against any or all Roommates regardless of how shares are divided here. Any claim among the Roommates may be brought in a court of competent jurisdiction in [COUNTY AND STATE], including small claims court where the amount qualifies. If a provision of this Agreement is unenforceable, the rest remains in effect.

16. 16. Entire Agreement

This Agreement is the complete understanding among the Roommates about sharing the Residence and replaces any earlier verbal arrangement. Changes are effective only when written down and signed or acknowledged in writing by every Roommate, including by email confirmation from each. This Agreement is subordinate to the Lease, and if any term conflicts with the Lease, the Lease controls. Allowing a rule to slide on one occasion does not waive the right to enforce it later.

17. 17. Signatures

Each Roommate has read this Agreement, understands it, and agrees to be bound by it.

Roommate 1 signature: _____ Print name: [ROOMMATE 1 NAME] Phone and email:
[ROOMMATE 1 CONTACT] Date: [DATE]

Roommate 2 signature: _____ Print name: [ROOMMATE 2 NAME] Phone and email:
[ROOMMATE 2 CONTACT] Date: [DATE]

Roommate 3 signature: _____ Print name: [ROOMMATE 3 NAME] Phone and email:
[ROOMMATE 3 CONTACT] Date: [DATE]

18. 18. Disclaimer

This template is provided for informational purposes only and is not legal advice. A roommate agreement binds only the people who sign it and cannot override the lease with the landlord or state landlord-tenant law, including rules about eviction and deposits. ScanContract is not a law firm and using this template does not create an attorney-client relationship. Have a licensed attorney in your state review the agreement if significant money, property, or a long commitment is involved.

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