

# ROOMMATE CONTRACT

This document is designed to provide co-tenants the opportunity to establish guidelines related to the details of their living arrangements. Users should discuss each section in depth, and each party should be in agreement before signing this document. A Word document of a roommate contract is available at the Off-Campus Student Services website if you'd like to be able to edit with your roommates(s)

This agreement, made on \_\_\_\_\_ 20\_\_\_\_ is a contract between roommates: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

Term or Period of Agreement This agreement is to begin on \_\_\_\_\_ and will last until \_\_\_\_\_. We fully understand and accept the rules and responsibilities of this agreement.

Security Deposit The security deposit for the rental premises is \$\_\_\_\_\_. Each tenant will be responsible for a proportional share in the amount of \$\_\_\_\_\_. We understand that this amount will be returned, less our share of any amount deducted by the landlord for unpaid rent, and/or damages. We accept responsibility for damages that we, our guests, family, and pet(s) cause and will reimburse our roommate(s) for the part of their security deposit withheld for those damages within 30 days of the date of deduction.

Rent & Bedrooms The total rent amount according to our lease agreement with our landlord is \$\_\_\_\_\_ per month. The rent will be paid on the \_\_\_\_ day of the month by each tenant and (designate person) \_\_\_\_\_ will ensure the payments are received by the landlord. In some cases, roommates do not all pay equal shares of rent. Some choose to pay by the size of bedrooms (bigger bedroom=greater cost).

Utilities I promise to pay 1/\_\_\_\_ of the deposits and/or hook-up charges for all utilities on time. I promise to pay 1/\_\_\_\_ of the monthly utilities (water, gas, electric, cable, and internet).

\_\_\_\_\_ (designate person) will be the primary account holder for \_\_\_\_\_ (designate utilities, e.g. gas). This person will be responsible for ensuring payment to the utility company is made prior to the due date, and late charges that may be incurred will be the responsibility of the account holder unless the late payment is due to other circumstances. We strongly recommend that no one person puts all utilities in their name.

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Moving Out If, for whatever reason, one of the roommates moves out of the dwelling prior to the end of the lease term, he/she will give the other tenants and the landlord a minimum of 60 days written notice. This person will be liable for any rent or utility charges incurred before the end of the lease even if the tenant is no longer on the premises. Exceptions are only valid with provisions in signed lease, landlord approval or any legal mandate. New roommates must be approved by landlord and current roommates, and this is the responsibility of the departing tenant. 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 this change, 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 "Security Deposit" section prior to moving in. This money will be paid directly to the departing roommate. A forwarding address of the new tenant, in writing, should be provided for purposes of security deposit disposition. Keep in mind, some landlords will take possession of the new security deposit until the end of the lease term. 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 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 and/or to the other roommates, including rent and utilities.

Mediation: If any of the roommates breach this contract, all roommates agree to first try to resolve the dispute through mediation. A neutral third party will be mutually agreed upon to act as mediator. Office of Student Accountability and Support offers consultations to individuals or groups of students. A consultation could serve as a great means of mediation for any roommate conflicts. To set up an appointment, visit MU Connect.

House Rules: The following are some areas in which roommates can set rules and determine boundaries. Off-Campus Student Services encourages you and your roommates to develop these rules as a team.

Cleanliness/Cleaning Supplies/Cleaning Responsibilities: Draft rules regarding who is responsible for keeping which rooms clean, or set-up a cleaning schedule. These can include general rules like "shoes must be removed upon entry" or "vacuum once a week."

Parking: If there are a limited number of parking spots, how will you decide who gets to park in these spots? Where should guests park? Noise/Study Times Are there times that are off limits for excessive noise? When are everyone's study hours? What about noise during finals week? Privacy/Guests/Overnight Guests Roommates are entitled to have visitors in their room or apartment, however, it's important not to abuse this privilege. You should set rules about overnight guests, whether they are friends or boyfriends/girlfriends. Discuss the frequency of guests and the duration of their stay.

Smoking/Drinking/Drugs: Openly share your concerns about what is and isn't allowed in the apartment. Can only those of age have alcohol? What about cigarettes and/or other items?

Parties/Entertaining Set ground rules for advance notice, frequency, maximum number of guests, off-limit rooms, parties on weekdays, and morning after clean-up. Should a system be devised for serving alcohol (hand stamps, bracelets, etc.) to avoid serving alcohol to minors?

Roommate 1: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/20\_\_

Roommate 2: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/20\_\_

Roommate 3: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/20\_\_

Roommate 4: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/20\_\_