**Roommate Agreements**

You can avoid potential problems that may balloon into larger disputes that consume your time, sap your emotional energy, and get you into trouble with your landlord by creating a roommate agreement. The agreement talks about issues important to you in a shared housing situation and issues which are most likely to cause problems between roommates. Roommate agreements should be put in writing because oral agreements are easily forgotten (particularly over the long term), misinterpreted, or not afforded much weight by all roommates.

.A few key issues which should always be included are: division of rent; utilities (who pays for utilities and how they are divided in terms of cost); food (will food costs be shared or everyone is responsible for their own?); schedule and responsibilities related to cleaning (dishes, vacuuming, pets, etc.); rules for overnight guests; ground rules for parties or gatherings; designated quiet times; noise issues generally; allotment and/or schedule for use of parking space; and the process for withdrawing from the lease.

While a court will likely ignore most clauses in a roommate agreement, a court will enforce agreements regarding monetary issues, such as rent, utilities, and security deposits. Written documents tend to be taken more seriously by the parties who sign them, so if you want to assure to the best of your ability that your agreement is adhered to, get your roommate agreement in writing.

Writing Your Own Agreement. Sample roommate agreements abound on the internet, and for college students, most universities offer standard forms through their university housing departments. Many of these forms contain a mediation clause, which requires roommates to seek some form of third-party mediation before taking any action. It's a good idea to include such a clause because at the end of the day, the roommate's action affects you, and vice versa, and an agreement to mediate gives you more control over the dispute. Following is a sample agreement that exemplifies the basic contents of a roommate agreement. Like any sample form, you should modify it to reflect your needs, desires, and differences in state and local law.

**SAMPLE ROOMMATE AGREEMENT**

We the undersigned have signed a rental agreement for 777 State Street, Anytown, VA, on January 1, 20\_\_, lease term effective through December 31, 20\_\_, for a rent price of $\_\_\_\_ per month. The purpose of this agreement is to assign the responsibilities of renting so they are shared equally by all roommates.

1. Roommates

The roommates of the above address and lease are:

John Doe

Jonathan Q. Public

James Smith

2. Terms of Lease

Each roommate is responsible for upholding the terms of the lease through the end of the lease period. A roommate may leave if a substitute roommate is found and is acceptable to the remaining roommates and landlord. Remaining roommates agree not to withhold approval of a new roommate unreasonably. Each departing roommate will be responsible for finding his/her own replacement tenant. The landlord must be informed of any roommate change and the departing roommate will be responsible for their portion of rent through the end of the rental period unless other arrangements are made with the other roommates and landlord, in writing.

3. Rent

Each roommate will pay $\_\_\_. Rent will be submitted by the other roommates to \_\_\_\_\_\_ (name) no later than the 1st of each month. \_\_\_\_\_\_ (name) will be responsible for writing a single check, incorporating the rents of the other roommates, to the landlord no later than the 4th of each month.

4. Security Deposit

The roommates have paid a total deposit of $\_\_\_\_, split equally between them. Each roommate will be responsible for damage he/she or his/her guests cause. If the person who caused the damage cannot be determined, the cost will be shared equally by the roommates.

5. Pets

Each roommate will be responsible for any damage associated with their pet. This includes damage to furniture, carpeting, blinds, doors, windows or any personal property

6. Kitchen Use and Clean Up

Food is to be bought separately by each individual. There is to be no sharing of food without prior approval. Each roommate is responsible for cleaning up their kitchen use within 24 hours of use, including dishes, pots, pans, utensils and any other equipment that was used, such as wiping off stove tops, microwaves and the oven.

7. Household Supplies A single ledger with receipts will be kept by the roommates for supplies which all of the roommates use on a regular basis for upkeep of the apartment. Such supplies include paper towels, trash bags, detergent for laundry and dishes, and other goods which are shared by all roommates. The cost of such supplies will be shared equally between the roommates, and reconciled by the 4th of each month.

8. Cleaning

The roommates agree to clean the common areas of the apartment together every other Saturday morning. This includes vacuuming the living room, mopping the kitchen floor, wiping down the dining room table, and any other reasonable task involving common areas. Each roommate is responsible for the cleaning and upkeep of their own bedroom and bathroom.

9. Utilities and Cable All utilities are to be split evenly between the roommates. \_\_\_\_ (name) has paid a $\_\_\_\_ deposit for the electric and gas utility and within three days of receiving a copy of the gas and electric bill, \_\_\_\_\_ and \_\_\_\_\_ will pay him for one-third of the total. \_\_\_\_\_\_ has retained the cable bill, including TV and internet. Within three days of receiving a copy of the cable bill, \_\_\_\_\_ and \_\_\_\_\_ will pay him one-third of the bill.

10. Personal Property

 All roommates agree to refrain from borrowing personal property of the other roommates without express consent of the owner. If the owner agrees to let a roommate borrow property, it will be handled reasonably and returned in the same condition. If there is any damage to the property, the borrower will be held liable for the damage.

11. Guests

Each roommate agrees to have no more than one overnight guest at a time, unless both of the other roommates are given 3 days advance notice and agree to it. Each roommate agrees they will not have overnight guests more than 5 times per month.

12. Parties and Gatherings

Any roommate who wishes to have a party or a gathering of more than 10 people in the apartment must give the other roommates 3 days notice and receive their assent to the gathering.

13. Quiet Times

Each roommate agrees to limit their noise and the noise of guests after 10pm on weekdays and 12am on weekends. Noise includes music, television, loud conversations, cooking and cleaning, and any other activity that reasonably disturbs the other roommates.

14. Smoking and Alcohol

Roommates agree that smoking and alcohol consumption will not be allowed on the premises or in the area immediately surrounding the premises, including stairwells and the front and back entrance of the apartment.

15. Mediation

Roommates agree to discuss unresolved roommate problems with . 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.

Signatures of Roommates:

 Name Date

 Name Date

 Name Date