
ROOMMATE AGREEMENT

This agreement made this ____ day of _____, 20____, is a contract between:

(List each roommate by full name)

The parties have signed a lease attached hereto on the ____ day of _____, 20____, for the following address: _____,

and plan to reside at such address for a term lasting from _____ to _____.

WHEREAS the parties wish to provide for the sharing of responsibilities in the leasing of said premises and wish to outline their duties to each other; IT IS THEREFORE AGREED THAT:

1. Each of the parties shall follow the rules and conditions set out in the attached lease.
2. Parties agree that they will not conduct illegal activities on or about the property that would jeopardize their lease or the safety of the other roommates.
3. Utilities. Each of the parties shall pay One-_____ (1/____) of the following expenses incurred in relation to the leased premises (list expenses).

_____ Rent (\$/month)

_____ Sewer/Trash

_____ Electricity

_____ General

_____ Gas

Maintenance/cleaning supplies

_____ TV/Internet

_____ Other _____

If any of the parties pays more than one-_____ (1/____) share, the other party shall reimburse the first party within _____ calendar days.

4. One-_____ (1/___) of the security deposit has been paid by each of the parties. Absent any damages caused during the tenancy, the parties will receive the same noted fraction of the security deposit returned after the lease ends.
5. Resident/Sublease. Each of the parties shall remain a resident of the premises during the term of the lease, or to continue to pay his or her share of the rent during said term, unless the following conditions are met: a) the party, at his or her expense, locates a Tenant to sublet his or her share, said Tenant being acceptable to the other parties to this agreement; and b) written consent to sublet is obtained from the owner/manager of the premises.
6. Cleaning. Parties agree to keep the rental unit in clean and sanitary conditions and shall promptly clean up after themselves. The parties agree to the following cleaning schedule: _____

7. Repairs. Repairs or improvements to the premises that are not the responsibility of the landlord, the cost of which is to be shared by the parties, shall be approved unanimously by the parties in advance.
8. Damages. Each roommate shall be liable for the damage they have done to the rental unit through either intentional and/or reckless acts or by negligence. Should the return of the security deposit be affected by this damage, such party shall indemnify and hold the other party harmless from any loss, claim, suit-at-law, or judgment the other party might suffer by reason of the responsible party failing to meet or satisfy his or her obligation under this Agreement. Should either party pay any sums to third persons or have moneys withheld from return by the landlord which the other party should have paid pursuant to this Agreement, the party suffering that loss shall have, in addition to all other remedies, judgment against the other party for the amount paid plus interest at the legal rate from the date of payment until paid.
9. Pets. If pets are permitted under the lease, each pet owner shall be solely responsible for all damage caused by his/her pet. This includes, but is not limited to, damage to furniture, carpeting, doors, personal property, lawn and garden. Such

pet owner is fully responsible for the pet deposit or pet rent as demanded from the landlord. Pet owner shall promptly dispose of pet waste in appropriate outdoor receptacles.

10. Smoking/Vaping. Smoking/Vaping ☐ will ☐ will not be allowed inside the rental unit. Smoking/vaping ☐ will ☐ will not be allowed within _____ feet of doors and windows to the rental unit. If agreed to be allowed inside or outside of the rental unit, parties agree that substance and paraphernalia will be promptly and safely disposed of.

11. Quiet Hours. Roommates agree to impose the following study/quiet hours: _____

12. Food. Each roommate agrees to promptly dispose of rotting or expired food, regardless of who purchased the food. The parties agree to ☐ share the food and share equally in the cost of the food with prompt payment within twenty-four hours of purchase or ☐ have equal access to food storage and each party will be responsible for the cost of their own individual groceries. If roommates are not sharing food, then each roommate agrees not to use or consume the foodstuffs of any other roommate without express approval. Roommates will not allow guests to disturb or consume foodstuffs that are the property of the other roommates, whether shared or individual, without express approval.

13. Guests. Parties may from time to time have guests within the rental unit. Each roommate is responsible for their guest and shall not allow such guest to commit illegal activity, damage to the rental unit, or repeated disrespectful conduct against the other roommates. If the guest commits any of these acts, such guest shall be asked to leave and trespassed from the unit. Guests should be supervised to the extent that they are not causing distress to other roommates. If any roommate feels uncomfortable with their safety around a guest, such guest shall be asked to leave. Each party agrees that they will enforce the decision of any one roommate asking a guest to leave in that instance. That guest shall not be allowed to return without the unanimous approval of all roommates.

14. Overnight guests. Parties agree that the roommates listed on this agreement are the residents of the rental unit. Overnight guests shall not stay for more than three (3) consecutive nights, nor more than seven (7) nights per month without

unanimous approval of all roommates. All provisions of section 13 also apply to overnight guests.

15. Bathroom Schedule. Parties may have hours in the morning where it is essential they have access to a bathroom in order to prepare and leave for the day on a timely basis. As such, parties agree that they will not exceed thirty (30) minutes of locked bathroom time between the hours of _____ and _____.
16. Parking. Parties agree that their vehicle shall not block any other vehicle in excess of five (5) minutes. Parties will coordinate during move in and move out to create a schedule that allows the moving party the easiest access to the rental unit. Parties agree their vehicle shall be parked either in designated numbered spots or in the following manner during all other times:

17. Pictures, Videos, and Other Digital Content. Each party is entitled to privacy within their own residence. Roommates will not post pictures, video, or other digital content to social media, by text, or any other form of publishing online that may show another roommate without their permission.
18. Privacy. Parties agree that any access they may inadvertently receive to another roommate's private information, mail, documents, passwords, etc. will not be disclosed, nor will such information be used without the express permission of said roommate.
19. Security. The parties agree that they will keep the rental unit secure and lock the door each time they enter and each time they leave, even in the instance that other parties are still within the rental unit. Doors and windows shall remain secured unless under the party's direct supervision and control. Parties will keep themselves and their guests from entering the private areas of each roommate without that roommate's approval.
20. Emergency Contacts. The parties agree that in case of emergency, the following person may be contacted:

_____ (Roommate #1)	_____ (Roommate #2)
_____ (Contact Name)	_____ (Contact Name)
_____ (Relationship)	_____ (Relationship)
_____ (Phone Number)	_____ (Phone Number)

21. Breach. Disagreements caused by violation of this agreement that cannot be resolved between roommates will be submitted to an agreed upon neutral third party or to mediation. Breach of any provision within this agreement does not void any other provisions contained herein. Parties may exercise their rights to request injunctions, protection orders, and/or also demand and sue for actual damages for breach of this contract as provided by law. This Agreement, the rights and obligations contained herein, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Kansas.
22. Any provisions within this agreement that conflict with the provisions of the lease will be considered void.
23. Additional remarks.

24. Signatures. I have read and understood all the provisions as written. There are no promises for which I am relying, other than the written agreements listed herein. In consideration of making this a mutually binding contract, I agree to be bound by this roommate agreement in order to receive the agreement of the other parties and enforce the provisions herein and have relied on these promises when contracting to lease the residential unit.

X

Roommate #1

X

Roommate #2