

OFF-CAMPUS ROOMMATE AGREEMENT

This Roommate Agreement is made by the following roommates:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The roommates are co-tenants in the rental property ("Property") located at:

The Landlord is: _____

Landlord's address: _____

Landlord's phone number: _____

Landlord's emergency maintenance number: _____

Landlord's email: _____

The roommates agree to the following terms:

1. Roommates agree to be bound by all terms herein:
2. The lease term is from _____ to _____.
3. The total monthly rent is \$_____.
4. Each roommate agrees to pay \$_____ per month.
5. Roommates understand and agree that they are jointly and severally liable for all rent owed, which means that each roommate is responsible to the landlord for the full amount of the rental unit's rent if the other roommate(s) fail to pay rent.
6. Rent is due on the _____ day of the month. Check which below applies:
 - ☐ Rent is paid individually by each roommate. Each roommate is responsible for keeping a receipt for their rent.
 - ☐ Rent is paid by one check to the Landlord. _____ is the Tenant Bookkeeper. The Tenant Bookkeeper will collect all checks from the roommates and deposit them into (choose which) ☐ the Tenant Bookkeeper's account or ☐ a separate checking account opened for all Tenants. The Tenant Bookkeeper will deliver one check for the entire rent to the Landlord. Roommates must give their checks to the Tenant Bookkeeper at least _____ days before the rent is due and upon request for utilities.
7. Any roommate who does not meet the deadline for rent and incurs late fees will be solely responsible for paying those late fees immediately to the Landlord along with unpaid rent.
8. The total Security Deposit for the Property is \$_____.
9. Security Deposit Payment – Choose which applies:
 - ☐ Each roommate has paid \$_____ to the landlord OR
 - ☐ Each roommate has paid \$_____ to _____ OR
 - ☐ Insert the amount each roommate paid and to whom: _____

10. **Security Deposit Return – Choose which applies:**

- ☐ Each roommate will receive an equal share of the deposit when the Landlord returns the deposit at the end of the tenancy, minus any deductions. OR
- ☐ Roommates will determine how to divide the deposit based on the deductions and who individually should be charged for any damages.

11. If one roommate (“departing roommate”) elects to leave before the end of the lease term, it (check which applies) ☐ is OR ☐ is not that departing roommate’s responsibility to find a replacement roommate (“sublessor”). The departing roommate will continue to be responsible for their share of the rent until the end of the lease term or until a sublessor starts paying rent, whichever occurs first.

- a. Should the sublessor leave prior to the end of the lease term, the departing roommate will again be responsible for his/her share of the rent.
- b. All of the remaining roommates (choose one): ☐ will have OR ☐ will not have the right to approve the sublessor. Approval of a sublessor may not be unreasonably withheld, but the sublessor must satisfy the following criteria: _____
- c. If at any time prior to the commencement of the tenancy or during the tenancy a roommate considers or is activated as an active duty member of the US Military, the roommate agrees to inform the remaining roommates of his/her possible intentions or orders. The remaining roommates acknowledge and understand that any active member of the US Military is allowed to terminate their legal rights and obligations under the federal law entitled The Service Members Civil Relief Act, however, the law does not terminate the legal rights and obligations of the remaining tenants, including the obligation for the entire rent amount.
- d. If the landlord’s prior written approval is required to change roommates (sublease), then (choose one):
☐ the departing roommate OR ☐ the remaining roommate(s) is/are responsible for obtaining the landlord’s approval.

12. The bedroom(s) will be allocated as follows: _____

13. **Special “house rules” about sharing space, furniture, appliances, food, use of the living room, common areas, decorations allowed in unit, etc. are:** _____

14. **Overnight Guests:** Each roommate (choose): ☐ does OR ☐ does not need to obtain permission from the other roommates prior to having any overnight guest(s). No overnight guest may stay longer than _____ nights without additional approval of the other roommates.

- a. Additional Option (check if applies) ☐ During the final _____ days of each quarter/semester, no overnight guests will be allowed.

15. Utilities: Each roommate agrees to pay _____% of the utility charges (choose all that apply):

- ☐ Electricity ☐ Gas ☐ Water/Sewer ☐ Trash ☐ Cable ☐ Internet

16. Choose one: ☐ All utilities will be in the name of the Tenant Bookkeeper, who will then be responsible for collecting utility money and paying utilities through a separate checking account OR ☐ bills will be in one roommate's name (listed below) and all roommates will pay that roommate directly for that utility charge:
- Electricity: _____ Gas: _____
- Water/Sewer: _____ Trash: _____
- Cable: _____ Internet: _____
17. Division or agreements on any other utility expenses (i.e. telephone, long distance, etc.): _____
18. The roommates will divide all household chores as follows: _____
19. During the hours of _____ to _____, the roommates will maintain a noise level that will permit all of the roommates to study and/or sleep.
20. During the final _____ days of the quarter/semester, during the hours of _____ to _____ the roommates will maintain a noise level that will permit all of the roommates to study for exams or prepare for final papers or projects.
21. Any roommate (or roommates) who creates noise for which a citation is issued by law enforcement shall be responsible for paying any fines and costs ordered by the court.
22. Choose the following:
- Smoking ☐ is OR ☐ is not allowed in the rental unit.
- Alcohol ☐ is OR ☐ is not allowed in the rental unit.
- ☐ Alcohol is only allowed in the rental unit by individual(s) of legal drinking age.
23. Drugs ☐ is OR ☐ is not allowed in the rental unit.
24. Parking: The roommates agree that parking space(s) located at: _____
- Shall be divided as follows: _____
- The cost of the parking space(s) shall be divided as follows: _____
25. Parties (Mark all that Apply): ☐ To host a party ("party" defined as a social gathering of 8 or more people), a roommate (or roommates) must inform the other roommates of the date, time and number of guests to be invited or expected to attend, and obtain the consent of each roommate. Any roommate that consents to the party will be deemed a "co-host" of the party. If any roommate objects, the party cannot take place. If a roommate does not object to the party, but does not wish to co-host the party, the roommate must not attend the party and make alternative arrangements and must not return to the rental unit until the party has ended.
- ☐ Other: _____
- ☐ Roommates agree that no parties shall take place during finals week until all roommates have completed their exams, papers, and projects.
- ☐ Roommates agree that during a hosted party, one co-host will be required to refrain from consuming

any alcohol or other drug(s) and will be the “designated co-host” who will discuss any matters with law enforcement or neighbors, if necessary.

☐ No party shall permit more than _____ individuals. If the party should exceed the limit, the designated co-host must ask individuals to leave the premises.

☐ Roommates agree that if alcohol is to be served at the party, co-hosts will devise a system (hand stamps, bracelets, etc.) to avoid furnishing alcohol to underage persons.

☐ Co-hosts agree that if the residents receive a noise citation under the state or local laws, all co-hosts will pay an equal share of the court fine and costs ordered.

26. Any additional agreement of the parties: _____

27. Any modifications to this agreement shall be in writing, attached to this agreement and initialed by all roommates.

We, the undersigned roommates, agree to all terms listed above and herein:

Printed Name	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This agreement does not constitute legal advice. If you need legal advice, you must contact an attorney. If you are an enrolled WCU student, you may schedule an appointment with an attorney on Ram Connect or contact Commuters@wcupa.edu.