

# ROOMMATE AGREEMENT

This Roommate Agreement is entered into as of [DATE] by and between [SENDER.FirstName] [SENDER.FirstName] ("Roommate1") and [SIGNER.FirstName] [SIGNER.LastName] ("Roommate2"), both of whom agree to be bound by this Agreement.

WHEREAS, Roommate1 and Roommate2 have executed a [TIME PERIOD] lease to live at [ADDRESS] (the "Premises"); and

WHEREAS, Roommate1 and Roommate2 have agreed to live together with a mutual respect according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, Roommate1 and Roommate2 (each individually a "Party" and collectively the "Parties") covenant and agree as follows:

## 1. TERMS OF THE LEASE.

The Parties shall abide by the terms of the lease at all times, which is attached hereto as Exhibit A (the "Lease"). Should either Party breach the Lease, the breaching Party shall be liable to the non-breaching Party for any costs incurred curing the breach or other resulting costs.

## 2. DUTIES.

The Parties shall be responsible for and shall perform the duties described on the enumerated list attached hereto as Exhibit B.

## 3. PERSONAL PROPERTY.

The Parties agree that neither shall use or consume the personal property of the other Party without said Party's consent. Nor shall either Party enter the personal bedroom of the other Party without said Party's consent. The Parties also agree that should either Party cause damage to the other Party's personal property the Party that damaged said personal property shall replace the property that was damaged regardless as to if permission was granted to use

the property prior to its damage.

## 4. SECURITY DEPOSIT.

The Parties have split the security deposit, which amounts to [AMOUNT]. In the event that upon terminating the lease, the landlord refuses to disburse the entire security deposit, any amounts withheld by the landlord due to any damage caused by either Party individually shall come out of that Party's share of the security deposit.

## 5. HOUSE RULES.

A basic set of house rules are attached hereto as Exhibit C.

## 6. REPRESENTATIONS AND WARRANTIES.

The Parties represent the following:

1. All information given to either Party by the other as well as the landlord is truthful and accurate to the best of each Party's knowledge;
2. Each Party is currently employed and capable of paying the rental amounts due each month; and
3. Both Parties shall obey all laws and regulations while residing on the Premises.

## 7. INDEMNIFICATION.

Each Party agrees to indemnify, defend, and protect the other from and against all lawsuits and costs of every kind pertaining to any violation of the law, this Agreement, or the rights of any third party by either Party while living together. Such costs include but are not limited to reasonable legal fees.

## 8. NO MODIFICATION UNLESS IN WRITING.

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

## 9. ENTIRE AGREEMENT.

The Parties agree that this represents the entire agreement between the Parties and supersedes any prior agreement whether oral or in writing.

## 10. APPLICABLE LAW.

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [STATE] and subject to the exclusive jurisdiction of the federal and state courts located in [COUNTY], [STATE].

IN WITNESS WHEREOF, each of the Parties has executed this Roommate Agreement as of the day and year set forth below.

\_\_\_\_\_  
[SENDER.FirstName] [SENDER.LastName]

\_\_\_\_\_  
[SIGNER.FirstName] [SIGNER.LastName]

## EXHIBIT A – THE LEASE

## EXHIBIT B – DUTIES

## EXHIBIT C – HOUSE RULES

