

[Sample]

# ROOMMATE AGREEMENT

## Renting by Entire Unit

**[NOTE: You are encouraged to check with the Provo City Zoning Office at (801) 852-6420, option 1 to determine what the legal occupancy limit is for your specific rental property. If you rent a property outside Provo City, please contact your landlord for occupancy limits.]**

This Roommate Agreement is made by the following parties (listed below, hereafter "the Roommates") for the rental property located at \_\_\_\_\_ (hereinafter "the Residence"). This Agreement runs concurrently with the lease agreement for the Residence, which is effective from \_\_\_\_\_ to \_\_\_\_\_.

**RENT:** The total amount of rent for the Residence is \$\_\_\_\_\_ **each month**. Roommates also have previously paid a security deposit to the landlord of \$ \_\_\_\_\_. Rent must be paid in the form of [e.g., "cash/check/venmo"] to [ex: "landlord" or name of roommate] \_\_\_\_\_. The rent is due on the [e.g., "first"] day of each month.

The Roommates agree that they are each responsible for their proportionate share of rent and security deposit as follows:

Roommate Name	Amount of Monthly Rent Obligation	Portion of Security Deposit Paid

All Roommates understand that they are all jointly responsible for the lease obligations and that, by law, any one of them may be held individually responsible for the total amounts owed under the lease. Therefore, agree that should one Roommate pay any amount in excess of his/her proportionate share as outlined in this Agreement, that Roommate shall have the right to collect from the other Roommates their proportionate share of any such excess amount.

**DEPOSIT:** Any deductions from the deposit shall be shared by all the Roommates equally unless otherwise agreed upon as follows: \_\_\_\_\_

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The cost of any damage caused solely by one of the Roommates or a Roommate's exclusive guest which is deducted from the security deposit shall be the sole responsibility of that Roommate.

**LATE FEES:** Any Roommate who is late paying rent is solely responsible for payment of any late fees assessed and agrees to reimburse the other Roommates for such late fees. Similarly, if any Roommate pays rent by check which is returned by the bank will be solely responsible for payment of any fees or charges assessed by the bank and/or landlord and agrees to reimburse the other Roommates for such fees and charges.

**CONTACT PERSON:** Roommates agree that \_\_\_\_\_ shall be designated as the primary contact person to the landlord to issue and receive notices for purposes of repair, maintenance, or other communications with the landlord. The contact person agrees to notify all other Roommates of any scheduled maintenance or repairs by the landlord. The contact person shall also be designated to receive the residual security deposit returned by the landlord at the end of the lease and shall thereafter disburse the security deposit to the other roommates according to this agreement.

**UTILITIES:** Roommates agree to pay for basic utilities in an equal share or as apportioned below. Payment is due on the \_\_\_\_ of the month or \_\_\_\_ days after request is made by responsible Roommate making payment.

The following services have been arranged and paid for as follows:

Item	Account in Name of	Amount of Deposit	Deposit Paid By	How Bill Shared	Name Roommate Responsible for payment
Gas					
Water					
Electricity					
Garbage					
Cable TV					
Internet					
Other					

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**REPAIRS AND/OR MAINTENANCE:** The cost of any routine maintenance or repairs during the lease shall be shared equally by the Roommates. However, the cost of repairs for damages caused solely by one of the Roommates or a Roommate's exclusive guest shall be paid only by that Roommate.

**REPLACEMENT ROOMMATES:** If a roommate elects to leave before the end of the lease term, it is primarily that roommate's responsibility to find a replacement, however the remaining roommates will also use good faith efforts to assist in locating a replacement roommate. The departing roommate will continue to be responsible for his/her share of the rent until the replacement roommate starts paying rent. The remaining roommates will have the right to approve of the replacement roommate but agree not to unreasonably withhold approval. The departing roommate also agrees to obtain the landlord's written approval for the change of roommates.

**MOVE-OUT CLEANING:** Roommates agree to participate equally to the extent possible in the final cleaning of the Residence at the end of the lease. Any Roommate who does not participate in the final cleaning, unless otherwise provided herein, agrees to pay the other Roommates \_\_\_\_\_ for the time spent in the final cleaning, which amount shall be deducted from the non-cleaning Roommate's security deposit and divided among the Roommates who did the final cleaning work.

Should any of the Roommates move out of the Residence prior to the end of the lease, that Roommate shall, prior to moving out:

- 1) provide a valid forwarding mailing address to the remaining Roommates;
- 2) pay any outstanding charges or fees for which that Roommate is solely responsible;
- 3) make arrangements to either return to assist in the final cleaning and/or payment of the final cleaning costs;
- 4) make arrangements for storage of their property/furniture outside the Residence, and;
- 5) document (including pictures) the general condition of and any obvious damage to the Residence and, in particular, to their specific room.

Any modification to this Agreement must be in writing, signed by all the Roommates. Any additional provisions are attached hereto, initialed by all Roommates.

Additional Provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**We, the undersigned Roommates, have read and agree to the terms set forth above.**

\_\_\_\_\_  
Roommate Date

\_\_\_\_\_  
Roommate Date

\_\_\_\_\_  
Roommate Date

\_\_\_\_\_  
Roommate Date

\_\_\_\_\_  
Roommate Date

\_\_\_\_\_  
Roommate Date

\_\_\_\_\_  
Roommate Date

\_\_\_\_\_  
Roommate Date

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The remainder of this agreement is provided as a tool to assist you in developing a positive environment in your home. Communal living is an important aspect of the housing experience at BYU. You will learn many things about yourself here, and develop important skills of integrity, communication, trust, and accountability by living in community with others.

Experience has shown that conflicts between roommates generally fall into categories. Below you will see various topic areas that we believe are important for roommates to discuss at the beginning of living together. These topics may seem trivial, but many conflicts between roommates begin when the small things start to annoy one person. By completing this agreement, you and your roommates are proactive in fostering a gospel-centered environment where you can all live, learn, work, and grow.

This agreement is not set in stone. As with any relationship, the roommate relationship needs to be flexible. Preferences, lifestyles, and schedules can change throughout the year. This agreement will serve as a foundation for the relationship and a catalyst for communication. We strongly encourage you and your roommates to revisit this agreement at least once during each semester and make modifications as appropriate. BYU students are welcome to use mediation services at the Center for Peace and Conflict Resolution if they cannot work out disagreements on their own.

**Before completing this agreement, BYU students are encouraged to review the Student Housing Policy ([https://housing.byu.edu/secure/services/c\\_guidlines\\_single/Fall2022ResidentialLivingStandards.aspx](https://housing.byu.edu/secure/services/c_guidlines_single/Fall2022ResidentialLivingStandards.aspx)) to make sure they understand their responsibilities. All roommates should review the contract they signed with their landlord and abide by it as they are coming to agreements as roommates.**

**GUESTS/SOCIAL GATHERINGS:** *BYU students should remember to be mindful of the visitor section in the BYU Student Housing Policy.*

1. What are our expectations regarding guests and social gatherings?
2. What kind of things are okay for social gatherings? What should we avoid in terms of social gatherings?
3. How do we feel about overnight guests? If our contract allows overnight guests, how will we notify Roommates of our plans and seek approval? What will we do if not all Roommates are okay with an overnight guest?
4. If there is a problem with a guest/visitor, who should be confronted—the guest/visitor or the roommate?

We have agreed upon: \_\_\_\_\_

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**CONDUCT:**

1. What time do you like to go to bed on weekdays? What about weekends? How many hours of sleep do you prefer? Are you a night owl or a morning person?
2. What are your expectations of your roommate when they return to the room at night after you are already asleep? How do you feel about lights, TV, music, video games, computer, phone usage, etc.?
3. When an issue of concern arises, how do you want to be approached?
4. How will your roommate know that you have something you want to discuss? Or if you're going to revisit this agreement?

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5. If conflicts develop, how will they be handled? If initial efforts are unsuccessful, what will the next step be? (Be as detailed as possible and keep in mind how you each would like to be approached and how you each approach others.)
6. If not all of our roommates are BYU students, are there specific conduct standards that will or will not be permitted?

We have agreed upon: \_\_\_\_\_

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**NOISE LEVELS/STUDY TIME:**

1. What are your ideal conditions for studying (location, noise, music/TV, time of day, etc.)?
2. Will we set community quiet hours during the day or specific periods of the semester?
3. If there is a conflict between studying and roommate's TV time, friends visiting, sleeping/naptime, etc. arises, how will we resolve it?

We have agreed upon: \_\_\_\_\_

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**PRIVACY:**

1. What property is available for use by roommates? Does this include guests/visitors to the room?
2. What property may be used with permission? Does this include guests/visitors to the room?
3. What property may not be used, except by the owner?

We have agreed upon: \_\_\_\_\_

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**PETS:**

- “Pet” is an animal kept for personal enjoyment that does not meet the definition of Assistance Animal.
- “Assistance Animal” is an Emotional Support Animal or a Service Animal.
- “Emotional Support Animal” is an animal that provides emotional support to alleviate one or more identified symptoms or effects of an individual's disability and plays an integral part of an individual's treatment process.
- “Service Animal” is trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, intellectual, or other mental disability.

Assistant animals are typically coordinated with the landlord. Roommates may not have the ability to refuse or restrict these animals. If a roommate believes they have a competing disability, such as a documented severe animal allergy, they should contact the landlord.

Please consider the following questions if a pet is permitted in your apartment by the landlord.

1. Will roommates allow a pet in the apartment?
2. Who is responsible for caring for the pet?
3. If the pet causes damage to the unit, who is responsible for paying for repair or the fine? If the security deposit is used to cover costs associated with the pet, Will the non-pet owners be compensated by the individual responsible for the pet?

We have agreed upon: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CLEANLINESS:**

1. How often would we like to clean our apartment? What will we clean regularly? Will we establish a cleaning schedule?
2. How will everyday tasks (cleaning surfaces, taking out the garbage, vacuuming, etc.) be shared?
3. How will cleaning be handled when it comes time to move out? How will we deal with fines if cleaning is not completed at move-out?

We have agreed upon: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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