# ROOMMATE AGREEMENT

This Roommate Agreement is made by the following roommates (hereafter "the Roommates"):

_____ _____
_____ _____
_____ _____

The Roommates are co-tenants in the Rental located at _____
_____, Ohio (the "Rental").

There ❒ is ❒ is not a written rental agreement or lease with the landlord, _____
_____, for the Rental (the "Rental Agreement"). The following Roommates have been named in and have signed the Rental Agreement:

_____ _____
_____ _____
_____ _____

The Roommates agree to the following terms:

1. *Rental Agreement.* All of the Roommates agree to be bound by all of the terms of the Rental Agreement.

2. *Lease Term.* Each of the Roommates will live in the Rental:

   ❒ for the period set forth in the Rental Agreement with the landlord, beginning on _____ and ending on _____.

3. *Rent.* The total monthly rent for the Rental is $_____. Each Roommate will pay the following amount(s): _____
   _____. Rent shall be payable on the ____ day of each month directly to the landlord. The Roommates understand that they the lease agreement may hold them jointly and severally liable for the full amount of the rent, which means that each roommate is responsible to the landlord for the full amount of the Rental's rent if the other roommates fail to pay their share.

4. *Late Fees:* Each roommate is responsible for tendering their portion of the rent directly to the landlord on the date defined in the lease agreement. Any tenant who does not meet the deadline date for rent and incurs lates fees will be solely responsible for payment of the late fees. Any roommate who tendered his/her rent on time will not be responsible for any late fees incurred and if tenant does pay late fees, the tenant who incurred the fee will reimburse the paying tenant upon oral or written demand.

5. *Security Deposit.* The total security deposit for the Rental is $_____. Each Roommate has paid ❒ to the landlord ❒ to _____ the

following amount(s): _____
_____.
Each Roommate will receive a his/her share of the deposit when the landlord returns it at the end of the tenancy. Any deductions from the deposit shall be shared by all the Roommates in proportion to the amount of deposit paid; however, any damage caused by one of the Roommates shall be paid only by that Roommate.

6. *Early Termination of the Tenancy.* If one roommate elects to leave before the end of the lease term described in paragraph 2, it ❒ is ❒ is not that roommate's responsibility to find a replacement. The departing roommate
o will o will not continue to be responsible for his/her share of the rent until the end of the lease term or a replacement roommate starts paying rent, whichever occurs first.

   Should the replacement roommate depart prior to the end of the lease term, the departing roommate will again be responsible for his/her share of the rent.

   All of the remaining roommates ❒ will have ❒ will not have the right to approve the replacement roommate. Approval of a replacement roommate may not be withheld unreasonably, but the replacement roommate must satisfy the following criteria: _____.

   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 U.S. military, the Roommate agrees to inform the remaining Roommates of his/her possible intentions or orders. The remaining Roommates acknowledge that any active member of the U.S. Military is allowed to terminated their legal right and obligations under the federal law entitled The Servicemembers'Civil Relief Act, however, the law does not terminate the legal rights and obligation of the remaining tenants, including the obligation for the entire rent amount.

7. The landlord's prior written approval is required to change roommates, and ❒ the departing roommate ❒ the remaining roommate(s) is/are responsible for obtaining that approval.

8. *Living Arrangements.* The bedroom(s) will be allocated as follows: _____
_____
_____
_____.

9. Special "house rules" about sharing space, furniture, appliances, and food in the Rental are: _____
_____
_____
_____

_____
_____.

10. *Overnight Guests.* Each roommate ❒ does ❒ does not need to obtain permission from the other roommate(s) prior to the stay of any overnight guest(s). No overnight guest(s) may stay longer than _____ nights without the permission of the other roommate(s).

    During the final 10 days of each term, no overnight guests will be allowed.

11. *Utility and Telephone Charges*. Each roommate agrees to pay _____% of the utility charges: ❒ gas ❒ electricity ❒ water ❒ trash ❒ cable TV ❒ internet service. Each roommate will pay _____% of the monthly telephone service charges and will pay for all of those telephone charges for which s/he is directly and individually responsible.

    Gas: Deposit in the amount of $_____ paid by _____; each roommates' share of the monthly charge shall be paid to _____ _____.

    Electricity: Deposit in the amount of $_____ paid by _____ _____; each roommates' share of the monthly charge shall be paid to _____.

    Water: Deposit in the amount of $_____ paid by _____; each roommates' share of the monthly charge shall be paid to _____.

    Trash: Deposit in the amount of $_____ paid by _____; each roommates' share of the monthly charge shall be paid to _____.

    Cable TV: Deposit in the amount of $_____ paid by _____ _____; each roommates' share of the monthly charge shall be paid to _____.

    Internet Service: Deposit in the amount of $_____ paid by _____ _____; each roommates' share of the monthly charge shall be paid to _____.

    Telephone: Deposit in the amount of $_____ paid by _____ _____; each roommates' share of the monthly charge shall be paid to _____.

12. *Household Chores*. The Roommates will divide all household chores as follows:
_____
_____
_____
_____
_____
_____
_____
_____.

13. *Noise Level.* During the hours of _____, the Roommates will maintain a noise level that will permit all of the Roommates to study.

    During the final 10 days of each term, during the hours of _____, the Roommates will maintain a noise level that will permit all of the Roommates to study for exams or prepare final projects.

    Any roommate (or roommates) who create noise for which a citation is issued by law enforcement shall be responsible for paying any fines and costs ordered by the court.

14. *Smoking.* Smoking ❒ is ❒ is not allowed in the Rental.

15. *Alcohol.* Alcohol ❒ is ❒ is not allowed in the Rental.

16. *Drugs:* Alcohol ❒ is ❒ is not allowed in the Rental.

17. *Parking Space*. The Roommates agree that the parking space(s) located at
_____
shall be divided as follows: _____
_____.
The cost of the parking space(s) shall be divided as follows:
_____.

    The cost of the parking space(s) shall be tendered as follows:
_____
_____
_____.

18. *Parties:* 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, 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 one roommate objects, then 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 for the evening and must not return to the rental until the party has ended.

The co-hosts agree that no party shall be hosted during the final the exam period, until such time all roommates have completed their courses.

Co-hosts agree that at each party one co-host will be required to refrain from consuming any alcohol 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 require individuals to leave the premises.

Co-hosts agree that if alcohol is to be served at the party, that 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.

19. *Agreement is Complete and Binding.* All preliminary negotiations by the Roommates are merged into, and superseded by, the terms of the Agreement. Any modification to this Agreement must be in writing, signed by all the Roommates.

We, the Undersigned, agree to the above stated terms.

| | **Signature** | **Print Name** |
|---|---|---|
| Date: _____ | _____ | _____ |
| Date: _____ | _____ | _____ |
| Date: _____ | _____ | _____ |
| Date: _____ | _____ | _____ |
| Date: _____ | _____ | _____ |
| Date: _____ | _____ | _____ |
| Date: _____ | _____ | _____ |

Witness (if applicable)

Date: _____ _____ _____