

Roommate Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Fill it in and sign it free at <https://www.evenseal.com/fill/roommate-agreement-template> — it opens in your browser and the file is never uploaded.
3. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Roommate Agreement

This Roommate Agreement (this "Agreement") is made on [Date] between [Roommate 1 full legal name] and [Roommate 2 full legal name] (each a "Roommate" and together the "Roommates").

The Roommates share the residence at [Full address of the property, including unit number] (the "Property"). This Agreement records how they divide the rent, the security deposit and the shared costs of running the household, and the rules they have agreed on for living together. It is a private agreement between the Roommates only: it is not a lease, it does not create a tenancy, and the landlord is not a party to it and gains no rights under it.

1. The Property and Assigned Rooms

Each Roommate has exclusive use of the bedroom assigned to them.

[Roommate 1 full legal name] occupies [Roommate 1 bedroom, e.g. the front bedroom] .
[Roommate 2 full legal name] occupies [Roommate 2 bedroom, e.g. the rear bedroom] .

Neither Roommate may enter the other Roommate's bedroom without permission, except in an emergency or to deal with a leak, fire, alarm or similar risk to the Property, and neither may move another Roommate's belongings out of that bedroom.

All remaining areas of the Property are shared:

[List the shared areas, e.g. the kitchen, living room, bathroom, hallway and balcony] . Shared areas are for the reasonable use of every Roommate at any hour. No Roommate may store personal belongings in a shared area so as to make it unusable, install a lock on a shared area, or treat any part of a shared area as private space, without the written agreement of the other Roommate.

Every adult living at the Property signs this Agreement. No further person may move in, and no Roommate may sublet or list any part of the Property on a short-stay platform, without the written agreement of the other Roommate and any consent the Lease requires from the landlord.

2. Relationship to the Lease and Term

This Agreement sits underneath the lease for the Property dated [Date of the lease] between the landlord, [Landlord's name] , and [Name of each person named as a tenant on the lease] (the "Lease"). It does not amend the Lease, does not bind the landlord, and gives no Roommate any right against the landlord. Where anything in this Agreement conflicts with the Lease, the Lease governs, and the conflicting term of this Agreement has no effect to that extent. Every Roommate has read the Lease and shall comply with it.

Each Roommate named as a tenant on the Lease is jointly and severally liable to the landlord for the whole of the rent and the whole cost of any damage, regardless of how this Agreement divides those amounts between the Roommates. A landlord may pursue any one of them for the entire amount. If the landlord recovers from one Roommate more than that Roommate's share under this Agreement, the other Roommate shall reimburse the difference within [Reimbursement period, e.g. fourteen (14) days] of written demand. A Roommate who is not named on the Lease owes the landlord nothing directly, but owes every obligation in this Agreement to the other Roommate in full.

This Agreement begins on [Start date] and continues for as long as the Roommates share the Property under the Lease, including any renewal or extension of the Lease and any period in which the tenancy continues month to month. It ends when the Lease ends, or earlier for a Roommate who moves out under clause 11. Obligations that accrued before that date survive, as do clauses 4, 12, 13 and 14.

3. Rent and Payment

The total monthly rent for the Property under the Lease is [Total monthly rent], due to the landlord on the [Rent due day, e.g. 1st] day of each month. The Roommates divide it as follows: [Roommate 1 full legal name] pays [Roommate 1 monthly rent share] and [Roommate 2 full legal name] pays [Roommate 2 monthly rent share]. The shares reflect [Basis for the split, e.g. an equal division, or the relative size of each bedroom] and may be changed only by written agreement between the Roommates. If the landlord raises the rent, the increase is divided in the same proportion unless the Roommates agree otherwise in writing.

Rent reaches the landlord as follows:

[State how rent is paid, e.g. "each Roommate pays the landlord directly" or "each Roommate pays [name], who pays the landlord as a single payment"].

Where one Roommate forwards another Roommate's share, that share must be received no later than

[Internal payment deadline, e.g. the 27th day of the preceding month] so the full payment reaches the landlord on time, and the Roommate who receives it shall pass it on in full, without deduction, and shall show proof of payment on request.

A Roommate who cannot pay their share in full and on time shall tell the other Roommate as soon as they know. A share that is more than

[Grace period, e.g. five (5) days] late carries a late charge of [Late charge between the Roommates, e.g. \$25, or "no late charge"], payable to whichever Roommate covers it. Covering another Roommate's share once creates no obligation to do so again, and any amount covered is a debt repayable within [Repayment period, e.g. thirty (30) days]. Where the landlord charges a late fee because one Roommate paid late, that Roommate bears the whole of the fee.

4. Security Deposit

The security deposit held under the Lease is [Total security deposit] . It was contributed as follows: [Roommate 1 full legal name] paid [Roommate 1 deposit contribution] and [Roommate 2 full legal name] paid [Roommate 2 deposit contribution] . Each contribution remains that Roommate's own money and is returned to them as set out below, whoever the landlord holds the deposit in the name of and whoever the landlord chooses to pay it back to.

No Roommate may recover a deposit share by withholding rent, by holding back a final month's payment, or by deducting it from money owed to another Roommate for any other purpose.

Settlement between the Roommates does not depend on the landlord. Whichever Roommate receives the deposit shall pay each other Roommate their share within [Settlement period, e.g. fourteen (14) days] of receiving it, together with a copy of the landlord's statement of deductions. If the landlord has not returned the deposit within [Landlord backstop, e.g. sixty (60) days] of the tenancy ending, the Roommates shall still settle between themselves on the basis of the deductions they reasonably expect, and adjust once the landlord's statement arrives. Deductions are borne as follows:

- (a) a deduction for damage caused by one Roommate, that Roommate's guest, child or pet is borne entirely by that Roommate;
- (b) a deduction for damage, cleaning or removal of belongings in a bedroom is borne by the Roommate assigned to that bedroom;
- (c) a deduction for unpaid rent or unpaid utilities is borne by the Roommate who failed to pay their share of it;
- (d) a deduction for damage, cleaning or wear in a shared area, where no Roommate is responsible for it, is shared in the same proportion as the deposit contributions above.

5. Utilities and Shared Expenses

The Roommate whose name is on a shared account pays the provider and shall share the bill with the other Roommate within [Bill sharing period, e.g. five (5) days] of receiving it. The other Roommate shall reimburse their share within [Reimbursement deadline, e.g. ten (10) days] of receiving the bill, by [Payment method, e.g. bank transfer or a named payment app] . In place of splitting itemized bills, the Roommates may instead pay a fixed monthly amount of [Fixed monthly contribution, or write "not applicable"] each, reconciled against the actual bills [Reconciliation frequency, e.g. every six months] .

No Roommate may add a service, upgrade a plan or otherwise increase a shared bill

without the other Roommate's agreement in writing first; a Roommate who does so bears the increase alone. Anything used by only one Roommate — a personal phone plan, a subscription, a parking permit, renter's insurance — is that Roommate's own cost and is not shared. A deposit or connection fee paid to a utility provider is refunded to the Roommate who paid it when the account closes.

The following accounts are shared. Each is held in the name shown and split as shown:

- (a) electricity — account in the name of [Name on the electricity account] , split [How electricity is split, e.g. equally] ;
- (b) gas or heating — account in the name of [Name on the gas or heating account] , split [How gas is split, e.g. equally] ;
- (c) water and sewer — account in the name of [Name on the water account] , split [How water is split, e.g. equally] ;
- (d) internet — account in the name of [Name on the internet account] , split [How internet is split, e.g. equally] ;
- (e) trash, recycling and any building or association fee — account in the name of [Name on the trash or building account] , split [How this is split, e.g. equally] ;
- (f) [Any other shared account, e.g. a streaming subscription, or write "None"] — account in the name of [Name on that account] , split [How it is split] .

6. Groceries and Shared Household Goods

Groceries are

[State the approach, e.g. "bought individually and not shared" or "bought from a shared fund of \$150 per month"] .

Food bought by one Roommate for themselves belongs to that Roommate, and no Roommate may take or use it without asking. Shared food is kept in a place the Roommates agree on for the purpose, or labeled, so that it is clear which is which. A Roommate who takes another Roommate's food shall replace it promptly.

These household supplies are shared and paid for

[How shared supplies are paid for, e.g. equally, or by alternating who buys them] :

[List the shared supplies, e.g. cleaning products, toilet paper, dish soap, trash bags, light bulbs] .

A Roommate who buys shared supplies keeps the receipt and is reimbursed on the same terms as clause 5. A purchase over [Approval threshold, e.g. \$50] is shared only if both Roommates agreed to it in writing beforehand.

Furniture, appliances and other durable items belong to the Roommate who paid for them and leave with that Roommate. Items bought jointly are listed in writing, with what each Roommate paid toward them, and on move-out are

[How jointly bought items are split, e.g. kept by whoever paid more, who buys the other out] .

Using an item does not create an ownership interest in it.

7. Cleaning and Household Chores

Each Roommate keeps their own bedroom clean and is responsible for their own dishes, laundry, trash and belongings in shared areas. Nothing may be left in a shared area overnight that blocks access, creates a smell or attracts pests. Dishes are washed or loaded into the dishwasher within [Dish deadline, e.g. twenty-four (24) hours] of use.

If a Roommate has not done an assigned chore within [Chore grace period, e.g. three (3) days] of when it was due, the other Roommate may do it and charge [Chore charge, e.g. \$20 per task, or the cost of a cleaner for that task] , payable with the next month's shared expenses. The Roommates may instead agree to engage a cleaner at [Cleaning cost and split, e.g. \$80 per visit, split equally] , which replaces the chores it covers for as long as the arrangement continues.

The recurring chores are divided as follows:

- (a) kitchen — counters, stove, sink and emptying the dishwasher:
[Who does this and how often, e.g. alternating weekly] ;
- (b) bathroom — toilet, shower, sink, mirror and floor: [Who does this and how often] ;
- (c) floors in shared areas — sweeping, vacuuming and mopping:
[Who does this and how often] ;
- (d) trash and recycling — bagging and putting bins out on collection day:
[Who does this and how often] ;
- (e) shared outdoor space, laundry area or storage:
[Who does this and how often, or write "not applicable"] .

8. Quiet Hours, Guests and Overnight Stays

Quiet hours run from [Quiet hours start, e.g. 10:00 p.m.] to [Quiet hours end, e.g. 8:00 a.m.] on [Days these quiet hours apply, e.g. Sunday through Thursday] , and from [Weekend quiet hours start, e.g. midnight] to [Weekend quiet hours end, e.g. 9:00 a.m.] on other days. During quiet hours, music, television, calls, appliances and gatherings must be kept to a level that cannot be heard from inside another bedroom with the door closed.

A guest who receives mail at the Property, keeps belongings there, or stays beyond the limits set out below is treated as moving in, which requires the landlord's consent under the Lease and the written agreement of both Roommates under clause 1.

Guests are welcome on the following terms. Each Roommate is responsible for their own guests and for their guests' behavior anywhere in or around the Property:

- (a) a guest may stay overnight no more than [Overnight limit, e.g. three (3) nights] in

any [Period the limit is measured over, e.g. seven (7) day period] without the other Roommate's agreement;

(b) no guest may stay more than [Consecutive stay limit, e.g. ten (10) consecutive nights] , and no guest is given a key, fob or door code;

(c) a Roommate shall give the other Roommate [Notice before an overnight guest, e.g. twenty-four (24) hours] notice before a guest stays overnight, and shall ask first before hosting a gathering of more than [Gathering size, e.g. six (6) people] ;

(d) guests do not use another Roommate's bedroom, bed, food, toiletries, parking space or belongings;

(e) a guest who breaks a house rule, or who a Roommate objects to for a reason they explain, shall leave when asked.

9. Smoking, Alcohol and Pets

Smoking, vaping and burning anything that produces smoke or vapor inside the Property is

[State "not permitted anywhere in the Property" or the permitted area, e.g. "permitted on the balcony only"] .

The same rule applies to guests. A Roommate who smokes, or whose guest smokes, where it is not permitted bears the whole cost of any deodorizing, cleaning or repainting the landlord charges for, and of any complaint or penalty from the building.

Alcohol

[State the rule, e.g. "may be kept and consumed in the Property by adults of legal drinking age"] .

No Roommate or guest may bring into the Property anything it is unlawful to possess, or do anything at the Property that would put the tenancy at risk. A breach of this paragraph is a material breach of this Agreement and, in most cases, of the Lease.

Pets are

[Pets, e.g. "not permitted" or "only with the landlord's and the other Roommate's consent"] .

The Roommate who owns a pet is solely responsible for feeding it, exercising it, cleaning up after it, containing it, any pet deposit or pet rent the landlord charges, and any damage, odor, noise complaint, injury or extermination cost it causes. The other Roommate is under no obligation to care for the pet at any time, including when its owner is away.

10. Parking and Storage

The Property has [Number of parking spaces available, or write "no assigned parking"] .

Parking is allocated as follows:

[How parking is allocated, e.g. the garage space to Roommate 1 and the driveway to Roommate 2] .

No Roommate may use, rent out or give away another Roommate's space, and no

Roommate may keep an inoperable vehicle at the Property. Guests park

[Where guests park, e.g. on the street only] .

Storage is allocated as follows:

[How storage is allocated, e.g. the left half of the basement to Roommate 1, the right half to Roommate 2, the hall closet shared] .

Nothing hazardous, flammable, perishable or unlawful may be stored anywhere in the Property, and nothing may be stored so as to block an exit, a heater or an electrical panel. Belongings left in a shared or storage area after a Roommate moves out may be disposed of by the remaining Roommate [Abandonment period, e.g. thirty (30) days] after written notice to the departing Roommate at their last known address or email, and the departing Roommate bears the cost of removal.

11. Moving Out and Replacing a Roommate

A Roommate who intends to move out shall give the other Roommate at least

[Notice period between the Roommates, e.g. thirty (30) days] written notice, and shall

separately give the landlord whatever notice the Lease requires. Notice under this Agreement ends nothing under the Lease: a Roommate named on the Lease stays liable to the landlord until the landlord releases them in writing or the Lease ends, however long ago they moved out.

A departing Roommate remains responsible for their share of rent and shared expenses until the later of the end of the notice period and the date a replacement takes over that share. The Roommates shall look for a replacement together and act promptly. A replacement must be acceptable to the remaining Roommate, whose agreement shall not be unreasonably withheld, must be approved by the landlord and added to the Lease where the Lease requires it, and must sign this Agreement or an equivalent agreement before moving in. A remaining Roommate who unreasonably refuses a suitable replacement takes on the departing Roommate's share of the rent from the end of the notice period.

If a Roommate leaves early, or without giving the required notice:

(a) they owe the remaining Roommate their full share of rent and shared expenses for the whole notice period, whether or not they are living at the Property;

(b) their share of the security deposit is paid out only after the tenancy ends and the deposit is settled under clause 4, less anything they still owe — it is not refunded on

the day they move out, and it may not be taken out of a final month's rent;

(c) the remaining Roommate may apply the departing Roommate's deposit share, and any replacement's deposit contribution, against unpaid rent, unpaid expenses and the cost of finding a replacement, up to

[Cap on amounts set off, e.g. the departing Roommate's full deposit share] ;

(d) they shall remove all of their belongings, return every key, fob, remote and door code, cancel or transfer any shared account in their name, and leave their bedroom clean and undamaged by the date they move out.

12. Damage and Responsibility for Guests

Each Roommate shall use the Property and its contents with reasonable care and shall report anything broken, leaking or unsafe to the landlord, and to the other Roommate, promptly, so that a small repair does not become a large one. A Roommate who conceals damage or delays reporting it bears the additional cost the delay causes.

A Roommate is solely responsible for damage caused by that Roommate, by their guest, by their child or by their pet, whether the damage is to a bedroom, a shared area, the building or a neighbor's property. That includes damage caused by a guest the Roommate invited even where the Roommate was not present at the time and did not know it was happening. The responsible Roommate shall pay for the repair, or reimburse whoever paid for it, within [Repair reimbursement period, e.g. thirty (30) days] of the cost being evidenced.

Damage in a shared area for which no Roommate is responsible, and ordinary wear and tear, are shared in the same proportion as the deposit contributions in clause 4. Each Roommate insures their own belongings; the landlord's insurance does not cover them, and no Roommate is liable to the other for loss of or damage to belongings caused by theft, fire, flood, a utility failure or a third party.

13. Dispute Resolution

If a disagreement arises under this Agreement, the Roommates shall first raise it with each other directly and in good faith, in a conversation held within [Discussion period, e.g. seven (7) days] of one Roommate asking for it, and shall write down whatever they agree so that it is not disputed again later.

If that does not resolve the matter within [Escalation period, e.g. fourteen (14) days] , the Roommates shall attempt mediation with a neutral mediator they both accept, including a community or tenant mediation service where one is available, and shall share the mediator's cost equally. Neither Roommate may start court proceedings about a matter covered by this Agreement before mediation has been attempted, unless the matter is urgent, involves a threat to anyone's safety, or concerns a sum

within the small-claims limit where the Property is located.

14. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Ohio] , and the Roommates submit to the jurisdiction of the courts of [Jurisdiction] .

This Agreement is the entire agreement between the Roommates about sharing the Property and replaces any earlier understanding on that subject. It may be amended only in writing signed by every Roommate. Notices under this Agreement must be in writing and may be given by email; a notice sent to the address or email address a Roommate last gave the others is validly given.

If any provision is held unenforceable, the rest continues in force. A failure to enforce a provision is not a waiver of it, and allowing something once does not turn it into a permanent arrangement. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Roommate 1

Signature: _____

Printed name: _____

Date: _____

Roommate 2

Signature: _____

Printed name: _____

Date: _____