

ROOMMATE AGREEMENT

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◆ THIS AGREEMENT IS MADE FOR AND BETWEEN THE ROOMMATES LISTED BELOW:

◆ THE ABOVE LISTED ROOMMATES ARE RENTING ONE HOUSE/APARTMENT (HEREAFTER REFERRED TO AS THE "RENTAL UNIT") AT:

_____ In the town of, _____
(Street Address) (Name of Town)

1. RENT

A. PAYMENT OF RENT:

Each roommate agrees to pay her/his rent on or before the date due. Each roommate agrees to be responsible for any additional charges that may accrue because s/he was late paying rent.

B. DIVISION OF RENT: [check only one; (a) or (b)]:

- (a) The roommates agree to divide the rent equally.
- (b) The rent will not be divided equally among the roommates. The rent will be divided among the roommates as follows:

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C. LIABILITY FOR RENT:

Each roommate agrees to pay her/his share of the rent every month (or on whatever payment period is established with the landlord). If any roommate fails to pay on schedule, the full amount then owed to the other roommates will be repaid **before** the next rental payment is due. If repayment is not made in a timely manner and if no mutually agreed upon repayment plan can be established, the roommate(s) to whom money is owed may sue (in small claims court or other legal venue) to recover money due to them plus court costs and attorney fees.

2. SECURITY DEPOSIT

A. PAYMENT OF DEPOSIT:

The total deposit on this rental unit is \$ _____, which is divided between the roommates as follows [check only one, (a) or (b)]:

- (a) The deposit payment was divided equally between each roommate;
- (b) The deposit payment was not divided equally between each roommate. The deposit was paid as follows:

B. RETURN OF DEPOSIT:

Each roommate understands that, unless there is an explicit agreement with the landlord to the contrary, the landlord is obligated only to return the deposit to any one of the roommates. Each roommate agrees that if s/he is the one to whom the landlord returns the deposit, s/he will return to the other roommates their shares of the deposit within five days.

C. SECURITY DEPOSITS WITH REGARD TO A ROOMMATE LEAVING EARLY

If there is a rental agreement with the landlord for a set period (e.g. a one-year lease), and any one of the roommates moves out before the rental agreement is terminated, said roommate will, for the purposes of this section, hereafter referred to as the **“early leaver”**. **The “early leaver” is not necessarily immediately upon leaving entitled to the return of her/his share of the deposit.** When the rental agreement is terminated, the roommates should return the portion of security deposit paid in by the “early leaver”, minus a reasonable estimate of any damage or unpaid bills for which the “early leaver” is responsible. An exception would be if the landlord agrees to return the “early leaver’s” portion of the deposit at the time s/he leaves. In such case the “early leaver” is still responsible to pay the roommates for money owed because of damages caused by her/him, or rent or utility bills owed by her/him. If a new roommate pays a deposit, the roommates agree to return the “early leaver’s” share of the deposit within 14 days of the new roommate’s payment, minus a reasonable estimate of any damage or unpaid bills for which the “early leaver” is responsible.

D. DAMAGE:

Each roommate agrees that if s/he caused damage or in any way was responsible for the landlord not returning the full deposit to the roommates, then s/he will reimburse the other roommates for the deposit money they lost. Each roommate also agrees to repair and/or pay for any damage s/he causes to the premises.

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3. UTILITIES

A. UTILITY DEPOSIT RECORD

UTILITY: _____ **IN WHOSE NAME:** _____ **DEPOSIT PAID:** _____ **BY WHOM:** _____

Electric: _____

Gas: _____

Oil: _____

Telephone: _____

Water: _____

Cable: _____

B. PAYMENT OF UTILITIES: [check only one, (a) or (b)]:

- (a) The cost of the utilities will be divided equally among the roommates;
- (b) The cost of the utilities will not be divided equally among the roommates. The cost of the utilities will be divided among the roommates as follows (list names and details):

C. LIABILITY FOR UTILITIES:

The roommates understand that if a roommate does not pay her/his share of a utility bill, they must pay that person's share or the utility may be shut off. Each roommate agrees that if other roommates must pay her/his share of a utility bill, s/he will reimburse the other roommates as quickly as possible.

Each roommate agrees to pay her/his full share of any outstanding utility bill by the time s/he moves out of the apartment, or once the last bill for which s/he is liable is issued by the utility. If any of the roommates have to pay another roommate's share of a utility bill, and that roommate does not reimburse them, the paying roommate may sue the debtor roommate to recover what is owed plus court costs and attorneys fees.

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4. **MOVING OUT BEFORE AGREED UPON TIME EXPIRES (GENERAL ISSUES)**

[Check (A) **OR** (B) below, as applicable, (only one can be checked), and the terms listed under that section will apply.]

(A) THE RENTAL AGREEMENT IS MONTH-TO-MONTH:

1. The roommates have a joint month-to-month rental agreement with the landlord. Any roommate must give at least one rental payment period's notice to the other roommates before moving out. If proper notice is given, and any of the other roommates remain in the apartment, then they agree to return the vacating roommate's portion of the deposit within 14 days from the day the roommate moves out. Deductions for damages, outstanding utility bills or rent for which the vacating roommate is responsible may be withheld from the deposit.

2. The remaining roommates understand that as long as they reside in the rental unit they are individually or jointly responsible for the FULL rental payment to the landlord, unless the landlord agrees otherwise.

3. **If a roommate gives less than a full rental period's notice before moving out** of the rental unit the roommates each agree to be bound by the following arrangement:

The vacating roommate will be liable to the remaining roommates for her/his portion of the rent for the full rental period following the date s/he gave notice, unless another replacement roommate, **acceptable to the landlord**, is found to replace the vacating roommate before the end of the rental period in question. If an acceptable replacement roommate moves in before the end of the rental period in question the vacating roommate will be liable for a pro rated portion of the rent for any days that pass before the replacement roommate moves in.

(B) THE RENTAL AGREEMENT IS FOR A SET PERIOD:

1. The roommates have a rental agreement with the landlord for a set period, **(a common example would be a one-year lease)** and so the following terms are agreed to:

Roommates agree that a roommate may move out early with no further liability **only if** the landlord agrees to remove the roommate from the lease AND either adds a new person to the lease or agrees to not hold the remaining roommates responsible for the vacating roommate's share of the future rent.

2. If the landlord does not agree to this, each roommate understands and agrees that if s/he moves out early, then s/he must pay the rent until a new roommate takes her/his place in the apartment. The vacating roommate and the remaining roommates agree to make a good faith effort to find a suitable replacement roommate (also acceptable to the landlord) as quickly as possible. It is agreed that any reasonable expenses incurred in finding a replacement roommate, such as the cost of a newspaper ad, shall be the responsibility of the vacating roommate.

3. This agreement does not limit any roommate's rights under Vermont law to move out early, with no further liability, if the apartment is in serious violation of fire, health or safety codes; **and** if reasonable efforts have not been made by the landlord to correct the problems within a reasonable time. ("Reasonable time" depends largely on the degree of danger/risk inherent in the situation.). Roommates should notify the landlord of such problems as soon as possible via hard-copy written document – mailed or hand delivered – as a minimum mode of notification. Notification by phone and/or e-mail and/or in person is also recommended.

