

Residential leases are governed by state and local landlord-tenant law — security deposit limits and return deadlines, notice periods, late-fee limits, and required disclosures (including the federal lead-based paint disclosure for housing built before 1978) vary by location, and some cities add rent-control or just-cause rules. This template is a general starting point only — not legal advice — and should be checked against your state and local law, or reviewed by a local attorney, before use.

Roommate Agreement

Roommates: [Roommate 1 name] and [Roommate 2 name] **Agreement date:** [Date]

This agreement is between the roommates sharing the home at [Street address, unit number, city, state, ZIP] (the "Home"). It sets out how they split costs and share the Home. It is not a lease: it does not change anything in the lease with the landlord, and the landlord is not a party to it.

1. Term

This agreement starts on [Start date] and lasts as long as both roommates live in the Home [or: "until the lease ends on [End date]"].

2. Rent

Total monthly rent is [Amount]. Each roommate pays: [Roommate 1: Amount — Roommate 2: Amount], for example based on room size. Rent is paid [Choose one: "by each roommate directly to the landlord" / "to [Name], who pays the landlord in full by the due date"] by the [Day] of each month. [If both roommates signed the lease, each is usually responsible to the landlord for the full rent, whatever this agreement says. This agreement governs only what the roommates owe each other.]

3. Security Deposit

The security deposit paid to the landlord is [Amount], of which Roommate 1 paid [Amount] and Roommate 2 paid [Amount]. When the deposit is returned, it is split in the same proportion, after deducting the cost of any damage one roommate caused alone, which that roommate bears.

4. Utilities and Shared Costs

These bills are shared [equally / in these proportions: ...]: [e.g., "electricity, gas, internet, streaming, household supplies"]. [Name] puts the following accounts in their name and is reimbursed by the other roommate within [Number] days of sharing the bill: [list]. Shared purchases over [Amount] need both roommates' agreement first.

5. Bedrooms and Shared Spaces

Roommate 1's bedroom: [describe]. Roommate 2's bedroom: [describe]. Each roommate's bedroom is private: the other won't enter without permission except in an emergency.

Shared spaces are [kitchen, living room, bathroom(s), ...].

6. Cleaning and Chores

[Describe the system — e.g., "a weekly rotation for the kitchen, bathroom, and trash" or "each cleans up after themselves immediately; deep clean every [period], alternating"].

7. Guests and Quiet Hours

Overnight guests are welcome up to [Number] nights per [week/month] without the other roommate's agreement, and within any limit in the lease. Quiet hours: [e.g., "10 p.m. to 7 a.m. on weeknights"]. [Optional: rules on partners staying over, parties, smoking, alcohol.]

8. Pets

[Choose one: "No pets without both roommates' written agreement and the landlord's consent." / "[Name] may keep [pet], is responsible for its care and any damage or pet fees it causes."]

9. Moving Out Early

A roommate who wants to move out before [the lease ends / this agreement ends] will give the other at least [Number, e.g., 30] days' written notice and stays responsible for their share of rent and bills until [Choose one: "the notice period ends" / "a replacement roommate approved by the remaining roommate and the landlord takes over their share"]. A roommate who moves out removes all their belongings and leaves their room clean.

10. Disagreements

The roommates will try to settle any disagreement by talking it through first [optional: "and then with a neutral mediator, splitting any cost"]. Unpaid amounts one roommate owes the other can be pursued in small claims court.

11. Changes

Any change to this agreement must be in writing and signed by both roommates. To add a roommate, add them as a signer [and update the cost splits above].

Signatures

By signing below, each party agrees to these terms.

[Roommate 1 name] ("Roommate 1")

Signature: _____ Printed name: _____ Date: _____

[Roommate 2 name] ("Roommate 2")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.