

# Roommate Contract

This agreement, made on \_\_\_\_\_, is a contract between: \_\_\_\_\_,  
\_\_\_\_\_  
co-tenants at \_\_\_\_\_ Apt. # \_\_\_\_\_, \_\_\_\_\_, Texas.

I understand that I am entering into a legally binding agreement with my roommates. I also understand that I, as an individual, and we, as a group, are responsible to the manager, the utility companies, and each other.

## TERM OR PERIOD OF AGREEMENT

This agreement is to begin on \_\_\_\_\_ for a term lasting from \_\_\_\_\_ to \_\_\_\_\_ . I fully understand and accept the rules and responsibilities of this agreement.

## SECURITY DEPOSIT

The security deposit for the dwelling is \$ \_\_\_\_\_. My share amounts to \$ \_\_\_\_\_. I understand that this amount will be returned to me less the amount deducted by the manager for unpaid rent and/or damages. I accept responsibility for damages which I, my pet, or a friend of mine causes, and I will reimburse my roommate(s) for the part of their security deposit withheld for those damages.

## RENT

The total rent according to the terms of our lease agreement with our manager for the dwelling is \$ \_\_\_\_\_ per month. I agree to pay 1/ \_\_\_\_\_ of the monthly rent. This amounts to \$ \_\_\_\_\_. The total amount my roommate(s) and I are liable for over the period of the lease is \$ \_\_\_\_\_, of which my share is \$ \_\_\_\_\_. I understand that we, as a group, and I, as an individual, am responsible to the manager for the total rent for the term of the agreement.

## UTILITIES

I agree to pay 1/ \_\_\_\_\_ of the deposits and/or hook-up charges for all utilities.

I agree to pay 1/ \_\_\_\_\_ of the monthly utility bills except telephone.

I agree to pay 1/ \_\_\_\_\_ of the monthly phone service charge, plus all long distance calls which I make, including the tax on those calls.

I agree to pay as follows for any additional utilities:  
\_\_\_\_\_  
\_\_\_\_\_

## MOVING OUT

If, for whatever reason, I move out of the dwelling, I realize it is primarily my responsibility to find a replacement. I agree to look for a replacement roommate which is acceptable to my present roommates. If one of my roommates moves out, I also will attempt to find a replacement roommate. I understand the need to be reasonable in accepting a replacement roommate.

If I move out of the dwelling and a replacement roommate has not been found, I realize that I am still legally responsible to my roommates for paying my share of the rent and utility bills.

I understand that I, as an individual, can be held responsible to my manager and/or the utility companies for up to the entire rent and/or utility bills, if my roommate(s) fails to fulfill their part of this agreement.

I agree to the following arrangements regarding:

FOOD/SHOPPING: \_\_\_\_\_  
\_\_\_\_\_

CLEANLINESS/CLEANING RESPONSIBILITIES: \_\_\_\_\_  
\_\_\_\_\_

PRIVACY: \_\_\_\_\_  
\_\_\_\_\_

SHARING OF PERSONAL ITEMS: \_\_\_\_\_  
\_\_\_\_\_

NOISE/STUDY TIMES: \_\_\_\_\_  
\_\_\_\_\_

SMOKING/DRINKING/DRUGS: \_\_\_\_\_  
\_\_\_\_\_

PARTIES/ENTERTAINING: \_\_\_\_\_  
\_\_\_\_\_

OVERNIGHT GUESTS: \_\_\_\_\_  
\_\_\_\_\_

PETS: \_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL REMARKS (i.e. security, furniture, appliances) attach additional sheets if necessary:  
\_\_\_\_\_  
\_\_\_\_\_

As a party of this agreement, I realize that I, as well as each of my roommates, have equal rights to the use of the space and facilities in the dwelling with the exception of the areas we have designated as each one's private space. This agreement is intended to promote harmony between roommates by clarifying the expectations and responsibilities of roommates to each other.

All obligations under this contract are to be performed in \_\_\_\_\_, Hays County, Texas.

It is not necessary to witness or notarize this agreement. Each roommate should sign below and receive an original copy.

The parties have executed this agreement on (date) \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
resident's signature and date

\_\_\_\_\_  
resident's signature and date

\_\_\_\_\_  
resident's signature and date

\_\_\_\_\_  
resident's signature and date

This agreement is provided by Off Campus Student Services at Texas State University, for the mutual benefit of roommates. The University assumes absolutely no responsibility for the use of this form.