

ROOMMATE AGREEMENT

This Roommate Agreement is a legal and binding contract between the following Roommates and their Guarantors:

1. Name: _____ Last 4 of SSN: _____
Permanent Address: _____
Guarantor: _____

2. Name: _____ Last 4 of SSN: _____
Permanent Address: _____
Guarantor: _____

3. Name: _____ Last 4 of SSN: _____
Permanent Address: _____
Guarantor: _____

4. Name: _____ Last 4 of SSN: _____
Permanent Address: _____
Guarantor: _____

1. **Purpose and Consideration.** The purpose of this Agreement is to define the rights and obligations between the Roommates named above who have signed a lease for the premises located at _____, for a lease term from _____ to _____

2. **Choice of Law and Jurisdiction.** This Agreement shall be governed by the laws of the Commonwealth of Virginia. All legal actions brought to enforce this contract shall be brought in the courts of Montgomery County, Virginia.

3. **Rent.** Each Roommate shall pay his or her share of the rent as follows:

- 1. _____ \$ _____ . _____
- 2. _____ \$ _____ . _____
- 3. _____ \$ _____ . _____
- 4. _____ \$ _____ . _____

A. The following person is charged with the responsibility of collecting rent from all tenants, and paying the landlord **on or before rent is due:** _____

B. All parties agree that if any act or failure to act by any of them results in any late fees or costs for failure to pay rent, including costs of collection, that the roommate or roommates and/or their guarantors who paid late or who didn't pay rent will be responsible for all damages (e.g.: late fees, court costs, and attorney's fees) suffered by the other roommates who paid on time.

C. The parties further agree that the person who collects the rent to pay the landlord SHALL get a receipt for every payment (from the landlord or his/her agent). If s/he fails to get a receipt, then s/he agrees to be responsible to the other roommates for any damages that result from that failure.

4. **Utilities.** The Roommates agree to pay those utilities not included in the rent according to the following amounts or shares:

(Roommates)	1.	2.	3.
Local Phone Service:	_____	_____	_____
Cable Television:	_____	_____	_____
Internet Service:	_____	_____	_____
Electricity:	_____	_____	_____
Gas:	_____	_____	_____
Water:	_____	_____	_____
Sewer:	_____	_____	_____
Trash Pickup:	_____	_____	_____
Lawn Service:	_____	_____	_____

A. **Payment of utilities by a single party.** The parties agree that the following person or people will be responsible for placing the following utilities in their name(s) as indicated: _____ This person (these people) will be responsible for collecting the utility charges from all parties and making a single payment to the utility company for which s/he is responsible. In the event that any person responsible for payment fails to pay the utility bill in a timely fashion due to his/her own negligence or oversight, s/he shall be responsible for any late fees or damages due to this late payment.

B. Copies of all bills shall be provided for inspection to any other roommate who requests to see the bills. All bills shall be kept in a safe place to make sure that they are available in the event of dispute.

C. See attached **Addendum A**, which is made part of this Roommate Agreement by reference, for specifics regarding Ashley Ryan's responsibility for utilities.

5. **Payment by Regular Check.** In the event that any of the parties pays by regular check, and the check is drawn on insufficient funds, or "bounces," the party who paid by check drawn on insufficient funds agrees to be responsible for all late fees, returned-check fees, and consequential damages that stem from this bounced check. If court action is necessary to compel payment of these fees or damages, the breaching party agrees to pay all attorney's fees, court costs and fees, and collection costs and fees.

6. **Duties to Maintain Apartment.**

A. ***Damages.***

I.) All parties agree to fill out a damage report, regardless of whether one is provided by the landlord. After all damages are noted, the parties will sign the document, indicate the date the inspection was made, and submit the report to the landlord by certified mail, requesting that any existing damages be fixed within thirty days. A copy of the report shall be kept by each party.

II.) Any party who causes damage to the premises or to the personal property of any party shall be responsible for that damage. Damages caused by the guests, agents, invitees of any party, shall be attributed to that party. Any damages that cannot be traced to any particular party with reasonable certainty shall be paid equally by all parties to this contract.

III.) In the event of a dispute regarding responsibility for damages, the parties agree that they will try to negotiate the matter in good faith first, seek help with a mediator or other neutral party mutually chosen by all parties to decide the matter second, and then to have the matter settled in court in the event they cannot reach a settlement.

IV.) See attached **Addendum A**, which is made part of this Roommate Agreement by reference, for specifics regarding Ashley Ryan's responsibility for damages.

B. ***Cleanliness.***

I.) All parties agree to follow reasonable standards of cleanliness in maintaining the private and common areas of the premises. Parties shall promptly address any concerns about cleanliness with each other in a polite and professional manner. Repeated requests to address any particular situation should be made in writing to the offending party, and that party shall sign for receipt of the written notice of these concerns. In the event that any party's private room in the residence is kept in a fashion that attracts vermin (cockroaches, rats, etc.), that party shall be given written notice by any of the other parties to remedy the condition within ten days of his/her receipt of the notice. Failure by the party on notice to fix the condition in the required time may be considered a breach of this contract, and the party on notice agrees to provide access to his/her private room to any exterminators and cleaning-service providers to correct the problem, and he/she further agrees to pay any costs associated with cleaning the room and exterminating the apartment.

II.) The following standards have been set by mutual consent of the parties (include separate page detailing standards for dishwashing, refrigerator/space allotment, use of cooking equipment (i.e.: You break it, you replace it.), bathroom cleaning schedule, trash removal schedule, yard work and outside property maintenance, and any other matters of concern):

7. **Guest Policy.** The parties agree to follow the terms of the lease, and any rules and regulations of the landlord governing guests and occupants.

8. **Pets.** The parties to the contract agree that pets will only be allowed on the premises if the lease permits pets, and if the appropriate pet addendums have been signed with the landlord. The pet owner agrees that s/he will be exclusively responsible for any damages to the premises caused by the pet.

9. **Parties, Gatherings and Celebrations.** The parties to the contract agree to obtain the appropriate permits and to follow the lease, rules, and regulations of the landlord, and any governing local ordinances regarding parties/gatherings and celebratory events in at the premises. Any person hosting a gathering or party shall, upon request of any other roommate, agree to disband and terminate the event immediately.

10. **Smoking.** All parties to the contract agree that smoking on the premises will only be permitted if the lease specifically permits smoking. All parties understand that smoking and inhalation of second-hand smoke are serious threats to health and safety, which may give rise to claims of liability for personal injury, and may aggravate medical conditions of any party. All parties also agree and understand that smoking on the premises can cause fire and fire damages. It is therefore responsibility of each party to these agreement to have appropriate renter's insurance in place, and to make sure such insurance covers fire damages.

11. **Waiver.** Waiver by any party of any term or condition of this contract on any one occasion shall not create a permanent waiver of that term, or a waiver of the right to enforce that term or condition on any subsequent occasion.

12. **Forwarding Address and Phone Number.** All parties agree to provide their forwarding address and a phone number by which they may be contacted in the event they must vacate the premises for any reason. The forwarding address and new phone number must be provided as soon as reasonably practical to the other parties to this agreement. All parties agree that if any party is compelled to use professional services to locate another party's address for service of legal process, that the party who failed to provide his/her forwarding address within a reasonable time (suggested: 30 days) after vacating the premises shall pay for the cost of locating him/her.

13. **General Courtesy.** All parties agree to be reasonable and professional in their dealings with each other, and to refrain from any behavior, action, or inaction that they know or should have reason to know will significantly interfere with their roommates' enjoyment of their tenancy. All parties agree to discuss frankly and unemotionally all concerns with their roommates before problems occur. All parties agree to negotiate in good faith, should the need arise. All parties will respect one another's privacy, sleep schedules, and other requests that are not unreasonably burdensome.

14. **Resolution of Disputes Not Considered by This Contract.** In the event that there are any circumstances not considered by this contract, all parties agree to frequently refer to this agreement. All parties agree that if they cannot resolve their disputes in a mature or equitable fashion, they will seek the help of a mediator or alternative dispute resolution agency, in good faith, unless these methods of resolving the dispute are not feasible, in which case they will proceed to court. All parties agree to share the cost of any mediation or alternative dispute resolution. Any negotiation conducted shall be recorded or reduced to writing for the review of all parties. All parties agree not to resort to physical violence, emotional attacks, harassment, or other forms of intimidation to resolve their conflicts.

15. **Signatures.** We, the undersigned, hereby indicate by our signatures below that we have read this full agreement, that we understand all it contains, that we agree to be bound by its terms and conditions, and that this agreement and the lease constitute the entire understanding between all parties to this agreement. We understand that no other oral agreements or statements are incorporated by this agreement, and that this agreement can only be modified by another written agreement executed and signed by all parties to this agreement.

Name: _____ Date _____ Guarantor: _____ Date: _____

Name: _____ Date _____ Guarantor: _____ Date: _____

Name: _____ Date _____ Guarantor: _____ Date: _____

Name: _____ Date _____ Guarantor: _____ Date: _____