

ROOMMATE AGREEMENT
(the “short version”)

(Before signing this document, or any other legal document, ***YOU SHOULD SEE A LICENSED ATTORNEY FOR ANY LEGAL ADVICE OR QUESTIONS ABOUT LANDLORD-TENANT LAW.*** If you are a student, you should call Student Legal Services at Virginia Tech (231-4720) to schedule an appointment to review your lease, this sublease, and to ask questions about current laws that might apply to your tenancy and your roommate agreement.)

This document (“Agreement” or “Contract”) is a legal and binding contract between (names, permanent addresses, and Social Security Numbers of roommates):

1. **Purpose and Consideration.** The purpose of this contract is to define the rights, responsibilities, and liabilities of the parties that may not be covered by the lease for the tenancy they share. The consideration for this contract is the mutual exchange of promises made by the parties to agree to share a tenancy together in the same premises. The parties agree that consideration need not be found by any reviewing court in order for this contract to be valid, nor will any consideration be required by the parties to amend or cancel the contract, provided they do so in another written agreement signed by all the parties.

2. **Choice of Law and Jurisdiction.** This contract will be interpreted consistently with the laws of the Commonwealth of Virginia. All parties agree that jurisdiction is appropriate in Montgomery County, Virginia, where the parties signed the contract. The parties understand that in the event of a dispute requiring court action, they agree that Montgomery County is the appropriate forum in which to hear the case, and that it would not be unfair to require them to return to Montgomery County to defend themselves in any suit or action.

3. **Incorporation of the Lease.** The parties agree that the attached lease shall be regarded as part of this contract, and that they agree to follow all of its terms and conditions. The parties agree to consider a breach of any of the terms and conditions of the lease by any party to this contract as a breach of this contract. Where any conflict exists between the terms of the lease and this roommate agreement, the terms of this agreement shall prevail with regards to one another.

4. **Duty to Pay Rent.** The parties agree that the attached lease subjects them to a duty to pay rent pursuant to its terms and conditions. The parties each agree to be responsible to an equal portion of the rent. **(Or: The parties agree to be responsible for the rent in the following amounts:)**

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 roommates who paid late or who didn’t pay rent will be jointly and severally responsible for all damages (e.g.: late fees, courts, and attorney’s fees) suffered by the other roommate 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.

5. **Duty to pay utilities.** The parties agree that they share a duty to pay for the utilities that are not included in rent paid to the landlord. The parties agree to share an equal portion of such utilities **regardless of whether or not they are in the apartment to take advantage of the service (or: only if they are inhabiting the apartment and using the services).** (Or: The parties agree to pay utilities according to the following amounts:)

Local Phone Bill:

Long Distance Phone Service:

Cable Television:

Electricity:

Water:

Sewer:

Trash pickup:

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.

6. **General Duties to Pay Rent and Utilities.** Utility bills and rent are to be paid by the parties as agreed in this contract. These duties shall be followed even if one or more parties voluntarily or involuntarily vacate the premises, provided that none of the parties is unlawfully preventing access to the premises to the vacating party(ies). The continuing duties to pay rent and utilities continue until all parties agree, in a written document signed by all the parties, to release the vacating party(ies) from paying these bills.

7. **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.

8. **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, invitees, or permittees 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 have the matter settled in court in the event they cannot reach a settlement.

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):

9. **Guest Policy.** The parties agree to follow the lease, and any rules and regulations indicated by the landlord governing guests and occupants.

The parties further agree that overnight guests will be permitted on the following basis:

The parties also _____ agree to include / _____ shall not include a policy in which an overnight guest staying more than _____ consecutive days and/or nights in the residence, or for a total of _____ days and/or nights in any month of the tenancy, shall be considered a "roommate," and the party whom invites this guest shall be charged an additional \$ _____ for rent and use of the premises. Any amendment or alteration of the Guest Policy as outlined by this agreement shall be in writing, signed by the parties. All parties agree not to unreasonably withhold their consent to allow guests.

10. **Pets.** The parties to the contract agree that pets: will / will not be allowed. (If allowed, please list:)

Any pet owner also agrees that s/he will be exclusively responsible for any and all damages caused by the pet.

11. **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. Consent, in writing, for such gatherings must be obtained from every party to the contract at least _____ days prior to the event. In the event a party to the contract does not consent to the gathering, the other parties to the contract may not hold such an event on the premises.

If a gathering or party is held with more than _____ persons who do not live on the premises, the person responsible for hosting the event shall be regarded as in breach of this agreement.

Any person hosting a gathering or party shall, upon request of any other roommate, agree to disband and terminate the event immediately.

All parties to this contract agree that a violation of this section two or more times shall be grounds to fine the offending roommate \$500.00, and \$500.00 for each subsequent violation.

12. **Smoking.** All parties to the contract agree that smoking _____ will / _____ will not be permitted on the premises.

In the event that smoking is not permitted on the premises, and any party, or the guests, invitees, or permittees of the party violate this provision, only one warning will be provided to stop. For every subsequent violation, the breaching party agrees to pay a fine of \$1,000.00 (per cigarette/cigar, etc.).

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.

In the event that smoking causes fire damage to the property, the party responsible for the smoking-related fire agrees to be responsible for all consequential damages, including but not limited to replacement of lost personal property,

moving expenses of any party out of the premises, and the value of replacement housing under a new lease for the remainder of the lease term.

13. **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.

14. **Abandoned Property.** If any party vacates the premises for any reason, and fails to collect his/her property within _____ days, the property may be considered abandoned by the remaining tenants. The remaining tenants agree to take reasonable care of the property for an additional _____ days. At the end of that time, the remaining tenants may sell or auction the abandoned property to satisfy outstanding debts of the breaching party under this contract.

15. **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.

16. **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.

17. **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, with particular attention paid to Paragraph 16. 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.

18. **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 it is the complete statement of our understanding of the terms and conditions of our tenancy together. We understand that no other oral agreements or statements are incorporated by this agreement: this document and our lease contain our complete agreement.

Signature Date

Signature Date

Signature Date