

# CALIFORNIA ROOMMATE AGREEMENT

This Roommate Agreement is made by the following roommates: \_\_\_\_\_  
\_\_\_\_\_ (the "Roommates"). The Roommates  
are co-tenants in the apartment located at \_\_\_\_\_, California (the  
"Apartment").

There \_\_\_ is \_\_\_ is not a written rental agreement or lease with the landlord, \_\_\_\_\_,  
for the Apartment (the "Rental Agreement"). The following Roommates have been named in the Rental  
Agreement: \_\_\_\_\_. The following Roommates have signed the Rental  
Agreement: \_\_\_\_\_.

The Roommates agree to the following terms:

1. *Rental Agreement.* All of the Roommates agree to be bound by all of the terms  
of the Rental Agreement.

2. *Lease Term.* Each of the Roommates will live in the Apartment:

for the period set forth in the Rental Agreement with the landlord,  
beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

on a month-to-month basis, and may terminate this Roommate Agreement  
by giving thirty days advance written notice to the other Roommates. (Note:  
This option does not affect any liability a roommate may have to the landlord  
pursuant to the Rental Agreement.)

3. *Rent.* The total monthly rent for the Apartment is \$ \_\_\_\_\_. Each  
Roommate will pay the following amount(s): \_\_\_\_\_

\_\_\_\_\_.  
Rent shall be payable on the \_\_\_ day of each month directly to \_\_\_\_\_  
\_\_\_\_\_. The Roommates  
understand that they are jointly and severally liable for the full amount of the  
rent, which means that each roommate is responsible to the landlord for the  
full amount of the Apartment's rent if the other roommates fail to pay their  
share.

4. *Security Deposit.* The total security deposit for the Apartment is \$ \_\_\_\_\_.  
Each Roommate has paid  to the landlord  to \_\_\_\_\_  
the following amount(s): \_\_\_\_\_

\_\_\_\_\_.  
Each Roommate will receive a his/her share of the deposit when the landlord  
returns it at the end of the tenancy. Any deductions from the deposit shall be



shared by all the Roommates in proportion to the amount of deposit paid; however, any damage caused by one of the Roommates shall be paid only by that Roommate. The deposit  does  does not include last month's rent.

5. *Early Termination of the Tenancy.* If one roommate elects to leave before the end of the lease term described in paragraph 2, it  is  is not that roommate's responsibility to find a replacement. The departing roommate  will  will not continue to be responsible for his/her share of the rent until the end of the lease term or a replacement roommate starts paying rent, whichever occurs first.

All of the remaining roommates  will have  will not have the right to approve the replacement roommate. Approval of a replacement roommate may not be withheld unreasonably, but the replacement roommate must satisfy the following criteria: \_\_\_\_\_

\_\_\_\_\_.  
The landlord's prior written approval is required to change roommates, and  the departing roommate  the remaining roommate(s) is/are responsible for obtaining that approval.

6. *Living Arrangements.* The bedroom(s) will be allocated as follows: \_\_\_\_\_  
\_\_\_\_\_  
Special "house rules" about sharing space, furniture, appliances, and food in the Apartment are: \_\_\_\_\_  
\_\_\_\_\_.

7. *Overnight Guests.* Each roommate  does  does not need to obtain permission from the other roommate(s) prior to the stay of any overnight guest(s). No overnight guest(s) may stay longer than \_\_\_\_\_ nights without the permission of the other roommate(s).

8. *Utility and Telephone Charges.* Each roommate agrees to pay \_\_\_\_\_% of the utility charges:  gas  electricity  water. Each roommate will pay \_\_\_\_\_% of the monthly telephone service charges and will pay for all of those telephone charges for which s/he is directly and individually responsible.

Gas: Deposit in the amount of \$\_\_\_\_\_ paid by \_\_\_\_\_;  
each roommates' share of the monthly charge shall be paid to \_\_\_\_\_  
\_\_\_\_\_.

Electricity: Deposit in the amount of \$\_\_\_\_\_ paid by \_\_\_\_\_  
\_\_\_\_\_; each roommates' share of the monthly charge shall be  
paid to \_\_\_\_\_.



Water: Deposit in the amount of \$ \_\_\_\_\_ paid by \_\_\_\_\_; each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

Telephone: Deposit in the amount of \$ \_\_\_\_\_ paid by \_\_\_\_\_; each roommates' share of the monthly charge shall be paid to \_\_\_\_\_.

9. *Household Chores.* The Roommates will divide all household chores as follows: \_\_\_\_\_.

10. *Noise Level.* During the hours of \_\_\_\_\_, the Roommates will maintain a noise level that will permit all of the Roommates to study.

11. *Smoking.* Smoking  is  is not allowed in the Apartment.

12. *Alcohol.* Alcohol  is  is not allowed in the Apartment.

13. *Parking Space.* The Roommates agree that the parking space(s) located at \_\_\_\_\_ shall be divided as follows: \_\_\_\_\_. The cost of the parking space(s) shall be divided as follows: \_\_\_\_\_.

14. *Agreement is Complete and Binding.* All preliminary negotiations by the Roommates are merged into, and superseded by, the terms of the Agreement. Any modification to this Agreement must be in writing, signed by all the Roommates.

We, the Undersigned, agree to the above stated terms.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

