

SOUTH DAKOTA ROOMMATE AGREEMENT

This agreement made on _____ is a contract between: _____, _____, and _____ co-tenants at _____ Apt. # _____ in _____, SD.

I understand that I am entering into a legally binding agreement with my roommate(s). I also understand that we as a group and I as an individual are responsible to our landlord, 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

This 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 landlord 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 landlord for the dwelling is \$ _____ per month. I agree to pay 1/____ of the monthly rent. This amounts to \$ _____. The total amount I and my roommate(s) 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 our landlord 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 telephone service charges, plus all long distance calls which I make and the taxes 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 roommate(s). If one of my roommate(s) moves out, I will also 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 roommate(s) for paying my share of the rent and utility bills.

I understand that I, as an individual, can be held responsible to my landlord and/or the utility companies for up to the entire rent and/or utility bills, if my roommate(s) fail 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:

PARTIES/ENTERTAINING:

OVERNIGHT GUESTS:

PETS:



ADDITIONAL REMARKS (attach additional sheets if necessary to address other issues such as security, furniture, appliances):

As party of this agreement I realize that I, as well as each of my roommate(s), 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 _____, South Dakota.

To be effective, 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 & Date

Resident's Signature & Date

Resident's Signature & Date

Resident's Signature & Date

