

# ROOMMATE AGREEMENT

Property Address: \_\_\_\_\_ Term of Agreement: \_\_\_\_\_

## Parties:

Landlord Name: \_\_\_\_\_

Roommate 1 Name: \_\_\_\_\_

Roommate 2 Name: \_\_\_\_\_

Additional Roommates (if any): \_\_\_\_\_

## 1. Premises

The Landlord hereby agrees to rent to the Roommates the residential premises located at the address above (the "Premises"). The Roommates accept the Premises in its current condition.

## 2. Term

This Agreement shall commence on the date specified above and continue on a month-to-month basis until terminated by either party in accordance with this Agreement or California law.

## 3. Rent

The total monthly rent for the Premises is \$\_\_\_\_\_, payable in advance on the first day of each month. Each Roommate shall be responsible for paying their share of the rent as follows:

Roommate 1: \_\_\_\_\_

Roommate 2: \_\_\_\_\_

Additional Roommates: \_\_\_\_\_

## 4. Security Deposit

The Roommates shall pay a security deposit in the total amount of \$\_\_\_\_\_, to be held by the Landlord in accordance with California law. The deposit shall be refundable upon termination of this Agreement subject to any deductions for damages or unpaid rent.

## 5. Utilities and Services

Utilities and services for the Premises, including but not limited to electricity, water, gas, internet, and trash collection, shall be paid as follows:

Utility/Service: \_\_\_\_\_

Responsible Party: \_\_\_\_\_

Utility/Service: \_\_\_\_\_

Responsible Party: \_\_\_\_\_

## 6. Use of Premises

The Premises shall be used solely as a private residence. The Roommates shall comply with all applicable laws and community rules. No illegal activities or nuisances are permitted.

### **7. Maintenance and Repairs**

The Landlord shall maintain the Premises in habitable condition. The Roommates shall keep the Premises clean and shall promptly report damages or needed repairs to the Landlord.

### **8. Entry by Landlord**

The Landlord may enter the Premises only for legitimate reasons and with proper notice as required by California law, except in cases of emergency.

### **9. Termination**

Either party may terminate this Agreement by providing written notice in accordance with California law. Upon termination, the Roommates shall vacate the Premises and return all keys to the Landlord.

### **10. Liability and Indemnification**

Each party agrees to indemnify and hold harmless the other parties from any claims, damages, or liabilities arising from their own negligence or misconduct.

### **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

### **12. Entire Agreement**

This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written.

### **13. Amendments**

Any amendments to this Agreement must be in writing and signed by all parties.

### **14. Severability**

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**LANDLORD SIGNATURE**

**ROOMMATE 1 SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**ROOMMATE 2 SIGNATURE**

**ADDITIONAL ROOMMATES SIGNATURES**

Signature: \_\_\_\_\_

Signature(s): \_\_\_\_\_

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