

READY ROOMMATES! : UVA'S ROOMMATE AGREEMENT SERVICE

Moving off grounds with your own roommate can be an amazing experience! Yet, because conflict is a natural part of the human experience, even the best roommates can encounter trouble getting along. Having a roommate means more than promised late nights and good conversation. It is a long-term commitment to your landlord and to each other.

While there is no way to completely prevent conflict, you *can* prepare for it! Preparation means establishing the expectations you have of yourself and each other. Remember, the roommate relationship is actually a complex one with issues of money, accountability, and respect at the core.

The roommate agreement (1) creates a clear understanding of each roommate's responsibilities and (2) protects your rights in potential conflict, especially important for issues concerning money.

Enclosed is a roommate agreement which you and your roommates can modify and sign. This important document provides a basic agreement standardized for most living situations while possessing room for special provisions. It was created out of great care for you, taking into account virtually all aspects of the roommate experience.

We congratulate you on deciding to work openly and honestly with your roommate(s) in constructing your very own roommate agreement. This step is sure to help you have a great year!

The Roommate Agreement Service is brought to you by:

Housing & Residence Life
Countess Hughes
Gibbons House, Alderman Road
Residence Area
(434) 924-3736
housing@virginia.edu

Student Legal Services
Lester Wilson
Newcomb Hall 460
(434) 924-7524

INSTRUCTIONS FOR COMPLETING THE ROOMMATE AGREEMENT

- Roommates should sit down preferably prior to or at least within one week of move-in to read, discuss, and complete the agreement. The roommates should meet to discuss their opinions and work out any differences so that a single agreement is completed and signed.
- Highlighted portions of this agreement may be modified/filled in as desired. Additional changes may affect your legal rights as a tenant and would be best served through consultation with Student Legal Services. Such portions should be agreed upon by all roommates and worded in consensual language.
- Each roommate should get a copy of the signed agreement. If students consult with Student Legal Services, the original copy will be maintained and kept by those offices.
- Every person living in the rental unit should be included in the agreement.
- Prior to signing this Roommate Agreement, roommates may consult with Student Legal Services. Contact Lester Wilson, Director of SLS at (434) 924-7524.

Attach copy of lease or rental agreement and landlord's house rules.

Roommate Agreement

Each roommate should receive a copy of this agreement. Original will be kept by _____.

We have signed a lease/rental agreement for _____ (address) on _____ (date). We hope to make certain that responsibilities of renting will be shared equally by all roommates. It is for this reason that we are signing this agreement.

ROOMMATES

The roommates of the above address are (please print clearly):

I understand that I am entering into a legally binding agreement with my roommates. I understand that we as a group and I as an individual are responsible to our landlord, the utility companies, and each other.

TERMS

This agreement is to begin on _____ for a term lasting from _____ to _____. The roommates listed above fully understand and accept the rules and responsibilities of this agreement.

A departing roommate will be responsible for upholding the lease agreement and this roommate agreement until, and possibly after a replacement roommate or subtenant is found. The remaining roommates are under no obligation to find or accept a replacement tenant. The departing roommate will remain liable for his/her share of the rent, utilities and other obligations under the lease unless the landlord and the remaining roommates agree to relieve him/her from these obligations. Decision to do so should be accomplished by a written agreement signed by the landlord and all roommates, including the departing roommate. The agreement should set forth the rights and obligations of the departing roommate after termination (including how the deposit issues will be addressed), and the obligations and rights of any replacement roommate.

In the alternative, the roommates may agree to sublease to a subtenant with the landlord's written consent. The departing roommate shall remain liable under the lease if the subtenant fails to perform his obligations.

DEPOSIT

The roommate(s) have paid a total security deposit of \$ _____. List amount each roommate has paid:

- _____
- At the conclusion of the lease, the deposit will be divided evenly. **OR**
 - At the conclusion of the lease, roommates will bear the full cost of any deduction from the deposit for cleanup costs attributable to him/her individually. Remaining balance of security deposit, not attributed to one individual roommate, will be divided evenly.

If an original roommate has left the original lease, a written agreement signed by all roommates, including the departing roommate, will modify the distribution of the deposit as specified by the roommates at that time.

ALLOCATION OF ROOMS/INDIVIDUAL RENT

There are _____ bedrooms in the premises. The following tenants will share bedroom(s):

_____	will live in _____,	\$ _____	each;
(names)	(room according to floor plan)	(Rent)	
_____	will live in _____,	\$ _____	each;
(names)	(room according to floor plan)	(Rent)	
_____	will live in _____,	\$ _____	each;
(names)	(room according to floor plan)	(Rent)	
_____	will live in _____,	\$ _____	each;
(names)	(room according to floor plan)	(Rent)	

The following tenants will have single bedrooms:

_____	will live in _____,	\$ _____;
(name)	(room according to floor plan)	(Rent)
_____	will live in _____,	\$ _____;
(name)	(room according to floor plan)	(Rent)
_____	will live in _____,	\$ _____;
(name)	(room according to floor plan)	(Rent)
_____	will live in _____,	\$ _____;
(name)	(room according to floor plan)	(Rent)

PAYMENT OF RENT

Each roommate shall pay his/her full rent on or before the _____ day of each month. If failure to pay results in a late charge by the landlord, the person(s) paying their rent late will be responsible for all late charges incurred. If a rent check is returned for insufficient funds, that roommate is similarly individually responsible for all resulting charges.

If the landlord requires payment by one check, _____ (designated roommate) shall be responsible for making that payment, and all rental payments to him/her must be made by the _____ day of the month (or by the _____ day of the previous month) to insure timely payment.

Note: If the group sets up a separate house account for payment of rent and bills, individual payments will be deposited into that account and a check will be written to the landlord or creditor from the account for the full amount.

UTILITIES

The utility bills for the premises include (check all that apply):

___ electric in _____'s name;

___ gas in _____'s name;

___ water and sewer in _____'s name;

___ fuel oil in _____'s name;

___ telephone in _____'s name;

___ firewood in _____'s name;

___ trash pickup in _____'s name;

___ newspaper in _____'s name;

___ television cable in _____'s name;

___ Internet in _____'s name;

___ other(s)(specify) _____

in _____'s name;

All utility costs (including tax) are to be divided equally among the roommates unless provided otherwise below. Payment of each person's share must be made promptly in order to avoid late payment charges. Any roommate(s) whose late payment incurs late payment charges shall pay all such charges. Special provisions: _____

The base cost of the telephone, plus taxes shall be divided equally among the roommates. Each roommate shall be individually responsible for all his/her long distance expenditures.

KEYS

There are ___ keys available to the roommates from the landlord. ___ (#) of copies were made for (list roommates): _____

All keys and copies must be returned to landlord by move-out date, unless otherwise specified. If there is a guest key made, the roommate whose guest obtains the key is responsible for returning it to a central location: _____.
___ (#) additional copies were made for the purpose of _____ and will be kept by/in _____.

PARKING

There are ___ spaces available to the roommates for parking. If permits are necessary to park, each roommate will be responsible for obtaining and paying any fees associated with his/her individual parking permit. If parking requires cars to block each other from entering or exiting, roommates will establish an agreeable method with which to move cars as necessary.

CLEANING and YARDWORK

All roommates agree to share the responsibilities of cleaning and maintenance of the premises. This includes dusting, vacuuming, emptying trash, mopping floors, cleaning bathrooms, and yard work. The roommates agree to the following definition/level of "cleanliness": _____

- The roommates have decided to develop a schedule, which is attached. It states when each roommate will complete the cleaning and maintenance jobs. **OR**
- The roommates will work together at a designated time to complete the above jobs.

Further provisions may be specified for the following areas in the lines below:

Kitchen *Dishes, expired food, oven, microwave, range*

Bathroom *Individual v. shared bathroom cleaning duties*

Yard work *Mowing, raking, plants (inside and outside), snow removal*

Supplies *The cost of supplies bought towards shared cleaning and yard work responsibilities*

FOOD PREPARATION

- Food expenses shall be shared by all roommates. Preparation of all meals shall be determined by an attached schedule, which can be flexible **OR**
- Food is to be bought by each roommate. There is to be no borrowing of food without prior approval. A separate space will be provided for each person's groceries. Shared meal preparation and clean up is optional.

NOISE and PRIVACY

All tenants agree to respect each other's need for privacy, quiet time, study time and sleep. All tenants will comply with the requirements of the lease and of local and state law as regards noise.

During final exam times, tenants agree to respect quiet hours from _____ to _____. Roommates agree to the following definition/level of "quiet": _____

PERSONAL PROPERTY

All roommates agree to refrain from borrowing roommate's personal items without prior approval. Exceptions to this should be clearly stated, with the roommates reserving the right to change their minds about the sharing of their items. Property that is borrowed will be used respectfully and returned in the same condition within an agreed timeframe. If damage is done to personal property, the roommate responsible for damage will be held liable.

DAMAGE

Each roommate shall pay for repair of all damage caused by him/her, or any of his/her guests.

At the end of the lease, all roommates will participate in cleaning the premises for inspection. Any roommate who does not participate hereby agrees to pay 50% of his/her share of the returned deposit, to be divided among the tenants who did the cleanup work. Regardless of cleanup participation, each roommate shall bear the full cost of any deduction from the deposit for cleanup costs attributable to him/her individually.

GUESTS

Each roommate shall respect the needs of the others in having guests, especially overnight, and shall abide by all provisions of the lease regarding guests.

Objection by the majority of roommates to any roommate's guest practices shall be binding.

Overnight guests in single bedrooms shall be limited to _____ night(s) per week. Overnight guests in shared bedrooms shall be limited to _____ night(s) per week, and then only with the consent of the roommate(s) sharing the bedroom. Such consent may be withdrawn at any time.

All guests are expected to comply with the requirements of the lease, and of local and state law, where applicable.

SMOKING

- Smoking shall **OR** shall not be allowed on the premises, either by roommates or their guests **OR**
- Smoking shall be limited to the following areas _____

PETS

Each pet owner shall be responsible for all damages cause by his/her pet. This includes damage to furniture, carpeting, blinds, doors, lawn, and garden. The pet owner shall reimburse monies withheld from the security deposit, or paid by roommates, for such damage, including costs incurred by the landlord for caring for abandoned pet(s).

ADDITIONAL items for consideration are below. Attach all agreements regarding these items and other issues:

- Security
- Phone Messages
- Mail
- Parties/Entertaining
- Other: specify

SIGNATURES OF ROOMMATES

Signature	Date	Signature	Date

Original copy of this agreement will be maintained by _____ and kept in _____.