[Sample]

ROOMMATE AGREEMENT
When Renting by Bedspace

This agreement is provided as a tool to assist you in developing a positive environment in your home. Communal living is an essential aspect of the housing experience at BYU. You will learn many things about yourself here, and develop important skills of integrity, communication, trust, and accountability by living in a community with others.

Experience has shown that conflicts between roommates generally fall into categories. Below you will see various topic areas that we believe are important for roommates to discuss at the beginning of living together. These topics may seem trivial, but many conflicts between roommates begin when the small things start to annoy one person. By completing this agreement, you and your roommates are proactive in fostering a gospel-centered environment where you can all live, learn, work, and grow.

This agreement is not set in stone. As with any relationship, the roommate relationship needs to be flexible. Preferences, lifestyles, and schedules can change throughout the year. This agreement will serve as a foundation for the relationship and a catalyst for communication. We strongly encourage you and your roommates to revisit this agreement at least once during each semester and make modifications as appropriate. BYU students are welcome to use mediation services at the Center for Peace and Conflict Resolution if they cannot work out disagreements on their own.

Before completing this agreement, BYU students are encouraged to review the Student Housing Policy (https://policy.byu.edu/view/student-housing-policy) to make sure they understand their responsibilities. All roommates should review the contract they signed with their landlord and abide by it as they are coming to agreements as roommates.

This Roommate Agreement is made by the following parties (hereafter “the Roommates”) for the rental property located at ________________________________ (hereinafter “the Residence”) for the time period from ______________ to ______________.

Roommate Name: _________________________

______________________________

______________________________

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______________________________

**Please note that this Agreement does not supersede the lease or any other agreement that tenants may have with the landlord. The landlord is not bound by this Agreement and is not obligated to enforce its terms. **
**CONTACT PERSON:** Roommates agree that ________________________________ shall be designated as the primary contact person to the landlord to issue and receive notices for purposes of repair, maintenance, or other communications with the landlord. The contact person agrees to notify all other Roommates of the landlord’s scheduled maintenance or repairs.

**UTILITIES:** Roommates agree to pay for basic utilities (if applicable) in an equal share or as apportioned as follows:

_____________________________________________________________________________________________

Payment is due on the ____ of the month or ____ days after requested by responsible Roommate making payment.

Responsible Roommate for each account as listed below:

Electricity, Water, Sewer, Trash: ________________________________

Gas: ________________________________

Cable/Satellite: ________________________________

High Speed Internet: ________________________________

**LATE FEES:** Any Roommate who is late paying utilities is solely responsible for payment of any late fees assessed and agrees to reimburse the other Roommates for such late fees. Similarly, if any Roommate pays utilities by check which the bank returns will be solely responsible for payment of any fees or charges assessed by the bank and landlord and agree to reimburse the other Roommates for such fees.

**GUESTS/SOCIAL GATHERINGS:** BYU students should remember to be mindful of the visitor section in the BYU Student Housing Policy.

1. What are our expectations regarding guests and social gatherings?
2. What kind of things are okay for social gatherings? What should we avoid in terms of social gatherings?
3. How do we feel about overnight guests? If our contract allows overnight guests, how will we notify Roommates of our plans and seek approval? What will we do if not all Roommates are okay with an overnight guest?
4. If there is a problem with a guest/visitor, who should be confronted—the guest/visitor or the roommate?

We have agreed upon: __________________________________________________________________________

_____________________________________________________________________________________________

_____________________________________________________________________________________________

_____________________________________________________________________________________________

_____________________________________________________________________________________________

**CONDUCT:**

1. What time do you like to go to bed on weekdays? What about weekends? How many hours of sleep do you prefer? Are you a night owl or a morning person?
2. What are your expectations of your roommate when they return to the room at night after you are already asleep? How do you feel about lights, TV, music, video games, computer, phone usage, etc.?
3. When an issue of concern arises, how do you want to be approached?

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4. How will your roommate know that you have something you want to discuss? Or if you’re going to revisit this agreement?
5. If conflicts develop, how will they be handled? If initial efforts are unsuccessful, what will the next step be? (Be as detailed as possible and keep in mind how you each would like to be approached and how you each approach others.)
6. If not all of our roommates are BYU students, are there specific conduct standards that will or will not be permitted?

We have agreed upon: __________________________________________________________________________
_____________________________________________________________________________________________
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NOISE LEVELS/STUDY TIME:
1. What are your ideal conditions for studying (location, noise, music/TV, time of day, etc.)?
2. Will we set community quiet hours during the day or specific periods of the semester?
3. If there is a conflict between studying and roommate’s TV time, friends visiting, sleeping/naptime, etc. arises, how will we resolve it?

We have agreed upon: __________________________________________________________________________
_____________________________________________________________________________________________
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PRIVACY:
1. What property is available for use by roommates? Does this include guests/visitors to the room?
2. What property may be used with permission? Does this include guests/visitors to the room?
3. What property may not be used, except by the owner?

We have agreed upon: __________________________________________________________________________
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**PETS:**

- “Pet” is an animal kept for personal enjoyment that does not meet the definition of Assistance Animal.
- “Assistance Animal” is an Emotional Support Animal or a Service Animal.
- “Emotional Support Animal” is an animal that provides emotional support to alleviate one or more identified symptoms or effects of an individual’s disability and plays an integral part of an individual’s treatment process.
- “Service Animal” is trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, intellectual, or other mental disability.

Assistant animals are typically coordinated with the landlord. Roommates may not have the ability to refuse or restrict these animals. If a roommate believes they have a competing disability, such as a documented severe animal allergy, they should contact the landlord.

Please consider the following questions if a pet is permitted in your apartment by the landlord.

1. Will roommates allow a pet in the apartment?
2. Who is responsible for caring for the pet?
3. If the pet causes damage to the unit, who is responsible for paying for repair or the fine? If the security deposit is used to cover costs associated with the pet, will the non-pet owners be compensated by the individual responsible for the pet?

We have agreed upon: __________________________________________________________________________
_____________________________________________________________________________________________
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**CLEANLINESS:**

1. How often would we like to clean our apartment? What will we clean regularly? Will we establish a cleaning schedule?
2. How will everyday tasks (cleaning surfaces, taking out the garbage, vacuuming, etc.) be shared?
3. How will cleaning be handled when it comes time to move out? How will we deal with fines if cleaning is not completed at move-out?

We have agreed upon: __________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________

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Any modification to this Agreement must be in writing, signed by all the Roommates. Any additional provisions are attached hereto, initialed by all Roommates.

Additional Provisions:

_____________________________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________

The undersigned Roommates have read and agree to the terms set forth above.

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