

ROOMMATE ADDENDUM

Type of agreement: Landlord-Approved Addendum **Rental unit:** [UNIT ADDRESS] **State of governing law:** [STATE] **Effective Date:**

This Roommate Addendum (this "Agreement") is entered into and made effective as of , by and among:

- [EXISTING PRIMARY TENANT FULL LEGAL NAME] (the "Existing Tenant");
- [INCOMING ROOMMATE FULL LEGAL NAME] (the "Roommate");
- [LANDLORD OR PROPERTY MANAGER FULL LEGAL], with a business address of [LANDLORD S BUSINESS ADDRESS] (the "Landlord").

Fair Housing Act disclosure. The parties acknowledge that the Fair Housing Act (42 U.S.C. §§3601–3619) prohibits discrimination in housing on the basis of race, color, national origin, religion, sex, familial status, and disability, and that state and local fair-housing laws may add further protected categories. Nothing in this Agreement shall be interpreted or enforced in a manner that would facially or effectively discriminate against any person on a protected basis. House rules shall not be drafted or applied to disproportionately burden members of a protected class.

1. Primary Lease and Incorporation by Reference

This Addendum amends and supplements that certain residential lease dated between Landlord and the Existing Tenant covering the premises at [UNIT ADDRESS], with a scheduled expiration of (the "Primary Lease"). The Primary Lease is incorporated herein by reference. In the event of any conflict between this Addendum and the Primary Lease, the terms of the Primary Lease shall control unless Landlord has expressly agreed otherwise in writing in this Addendum. This Addendum does not extend the term of the Primary Lease or alter rent or deposit obligations owed by the Existing Tenant to the Landlord, except as expressly stated.

2. Occupancy and Room Assignment

Move-in date: . **Scheduled move-out date:** . **Exclusive-use area:** [EXCLUSIVE USE BEDROOM DESCRIPTION]. **Shared common areas:** kitchen, living room, bathrooms, laundry, and common storage. **Overnight guests:** permitted up to **10 consecutive nights**, after which the guest shall be considered an unauthorized occupant absent written consent of all parties (and, where applicable, the Landlord).

Occupancy-code compliance. The parties acknowledge that applicable local housing codes impose minimum habitable-room sizes (see International Residential Code §R304, commonly 70 sq. ft. for

sleeping rooms) and maximum-occupancy limits. Nothing in this Agreement authorizes occupancy in excess of the limits imposed by the Primary Lease (where applicable) or local code.

3. Rent Allocation and Payment

Total monthly rent under the Primary Lease: . **Roommate's share:** per month, payable on or before the 1 day of each month.

Payment mechanics. The Existing Tenant shall collect each Roommate's share and remit the combined rent payment to the Landlord by the due date stated in the Primary Lease. The Roommate shall deliver the Roommate's share to the Existing Tenant no later than **3 day(s) before the rent due date** by check or by electronic transfer mutually agreed upon by the parties.

Rent increases. Any increase in total rent under the Primary Lease shall be allocated pro rata to the then-current share percentages, unless the parties agree otherwise in writing.

Late fees. If a combined rent payment is late due to one party's non-payment of that party's share, that party shall bear the full late fee charged by Landlord and shall indemnify the other parties against any such charge.

⚠️ JOINT AND SEVERAL LIABILITY — IMPORTANT. *Notwithstanding any internal rent-split arrangement stated above, all co-tenants signing the Primary Lease remain **jointly and severally liable** to the Landlord for the **entire** monthly rent and all other lease obligations. If one roommate fails to pay the roommate's share, the Landlord may demand the full balance from any other co-tenant and may pursue eviction based on the unpaid balance. This Agreement governs the parties' **internal** reimbursement obligations only and does **not** alter the Landlord's rights under the Primary Lease. (See Restatement (Second) of Property, Landlord and Tenant §16.1.)*

4. Security Deposit

Amount contributed by Roommate: \$0.00. **Held by:** Landlord. **Conditions for return:** Consistent with the Primary Lease and applicable state law. The Roommate is responsible for damage to the exclusive-use area caused by the Roommate or the Roommate's guests beyond normal wear and tear.

Joint walkthrough. The parties shall conduct a joint move-in inspection within seven (7) days of the move-in date and document the condition of the exclusive-use area and common areas in writing, including photographs. A joint move-out inspection shall be scheduled not less than seventy-two (72) hours before the Roommate's move-out date.

Allocation of landlord deductions. If the Landlord deducts from a pooled security deposit at move-out, deductions attributable to damage in the Roommate's exclusive-use area shall be borne by the Roommate. Deductions attributable to common areas shall be shared equally among the occupants unless attributable fault is documented.

5. Utilities

Utilities (electricity, gas, water/sewer, internet, and trash) shall be split **equally** among all occupants. Each occupant shall reimburse the account-holder within seven (7) days of receiving a copy of the bill.

The parties shall share screenshots or scans of utility bills upon request. An occupant's failure to pay a utility share is a material breach of this Agreement.

6. Term and Termination

Start date: . **End date:** , unless earlier terminated as provided herein.

Early termination by Roommate. The Roommate may terminate this Agreement upon **thirty (30) days** prior written notice to the other parties (and, where applicable, the Landlord). The departing Roommate remains liable for the Roommate's share of rent until the earlier of (a) the scheduled end date, or (b) the date a suitable replacement roommate is approved and moves in and assumes the departing Roommate's share.

Early termination by Existing Tenant. Subject to the Primary Lease, the Existing Tenant may not unilaterally terminate this Agreement mid-term without cause except by mutual written agreement.

⚠ NO SELF-HELP EVICTION. *No party to this Agreement may, under any circumstance, change the locks, remove another party's belongings, shut off utilities, threaten, harass, or otherwise physically or constructively exclude another party from the premises. Self-help eviction is illegal in every U.S. jurisdiction and exposes the acting party to civil tort liability and, in many states, criminal penalties. A roommate dispute must be resolved through the dispute-resolution procedure of this Agreement or, where removal from the unit is sought, through a court of competent jurisdiction.*

7. Condition at Move-Out

At move-out, the Roommate shall (a) leave the exclusive-use area and common areas in the same condition as received, normal wear and tear excepted; (b) remove all personal property within **three (3) days** of the move-out date; and (c) return keys, parking passes, and any other property of the Landlord or remaining occupants. Abandoned personal property shall be handled in accordance with applicable state law (in California, see Civ. Code §§1983–1991).

8. House Rules

1. **Quiet hours.** Quiet hours are **10:00 PM to 8:00 AM**. Amplified sound, musical-instrument practice, and loud gatherings are prohibited during quiet hours.
2. **Overnight guests.** Limit of 10 consecutive nights per guest. The host is responsible for the guest's conduct.

3. **Common-area cleanliness.** Dishes shall be washed or loaded into the dishwasher within twenty-four (24) hours of use. Personal items shall not be left in common areas overnight. Trash shall be taken out before bags overflow.
4. **Smoking.** Smoking (including vaping) is prohibited inside the unit. Designated outdoor areas may be used where consistent with the Primary Lease and local law.
5. **Pets.** Consistent with primary lease. Any new pet requires written consent of all roommates and landlord.
6. **Kitchen.** Personal groceries should be labeled or stored in assigned shelves. Shared groceries shall be purchased only by mutual agreement.
7. **Parking.** Assigned parking spaces (if any) shall be respected. Guest parking is on a first-come, first-served basis, subject to any posted limits.
8. **Thermostat.** Thermostat set-point disputes shall be resolved by good-faith agreement; the default range is 65°F (winter) to 76°F (summer).
9. **Alcohol.** Age-appropriate, moderate use only. No large parties without advance written agreement of all roommates.
10. **Fair-housing guard-rail.** House rules shall be interpreted and enforced consistent with fair-housing law. No house rule may be used to single out any occupant or guest on the basis of a protected characteristic.

9. Chores and Shared Supplies

1. **Rotation.** The parties shall rotate weekly cleaning of shared common areas (kitchen, bathrooms, living room). A rotation schedule may be posted in the unit.
2. **Shared supplies.** Toilet paper, paper towels, dish soap, hand soap, trash bags, and cleaning supplies shall be purchased and shared equally. Each party shall keep receipts and submit for reimbursement monthly.
3. **Minor repairs.** Repairs under \$50 in cost shall be split equally among the parties if no fault is attributable. Repairs over \$50 require mutual written consent.
4. **Maintenance reporting.** Any party who observes a maintenance issue requiring the Landlord's attention shall promptly notify the Existing Tenant (or, where applicable, the Landlord directly).

11. State-Specific Notices

13. Dispute Resolution

Stepped resolution. Before filing any claim, the parties shall first engage in good-faith negotiation for a period of at least **fifteen (15) days** from written demand. If the dispute is not resolved by negotiation, the parties shall attempt non-binding mediation through a local bar-association or community-mediation

program before filing suit. For monetary disputes within the applicable small-claims limit of [STATE] (currently), the parties agree to file in the small-claims court of the county where the rental unit is located.

Attorney's fees. In any action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, to the extent permitted by law.

14. Notices

Notices required under this Agreement shall be in writing and delivered (a) by hand, (b) by email with acknowledgment of receipt, or (c) by certified U.S. mail, return receipt requested, to the addresses and emails stated in the preamble. Hand delivery is effective on delivery; email is effective upon the sender's receipt of acknowledgment; certified mail is effective three (3) days after postmark.

15. Governing Law and Venue

This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. Any action shall be filed in a court of competent jurisdiction in the county where the rental unit is located. The parties acknowledge that mandatory tenant-protection statutes of the State of [STATE] apply regardless of any choice-of-law election and cannot be waived by private agreement.

16. General Provisions

Entire Agreement. This Agreement, together with the Primary Lease, constitutes the entire agreement of the parties on its subject matter and supersedes all prior oral or written agreements.

Amendment. This Agreement may be amended only by a written instrument signed by all parties, including the Landlord where the amendment affects a term of the Primary Lease.

Severability. If any provision is held unenforceable, the remainder shall continue in full force and effect and the invalid provision shall be modified to the minimum extent necessary.

No waiver. A failure or delay in enforcing any right is not a waiver.

Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. Electronic signatures are valid and binding under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and the Uniform Electronic Transactions Act as adopted in [STATE].

Signatures

The parties have executed this Agreement as of the Effective Date.

Existing Tenant / Sublandlord / Owner

PRINTED NAME

SIGNATURE

DATE

Roommate / Subtenant / Lodger

PRINTED NAME

SIGNATURE

DATE

Landlord / Authorized Agent

PRINTED NAME

SIGNATURE

DATE