

Roommate Agreement for UT Austin Students

This agreement is made by the roommates named below who have signed a lease for a shared rental unit in Austin, Texas. While the agreement does not alter the terms contained in the lease contract(s) with the landlord, it may be used if a dispute among the roommates arises.

1. Address of Rental Unit _____

2. Term of Lease _____ to _____

3. Landlord _____

4. Lease Overview

Name	Rent per Month	Security Deposit	Bedroom to be Occupied
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	

Note: If the lease contract specifies joint and several liability (en.wikipedia.org/wiki/Joint_and_several_liability), all roommates will remain jointly and severally liable to the landlord regardless of the terms of this agreement.

If roommates agree to switch bedrooms or pay different rent amounts at any point, those changes shall be noted above and initialed by all roommates.

5. Rent

Rent will be paid as follows: (check one)

- By the _____ day of each month, each roommate will submit a payment to _____ (roommate's name), who in turn will submit (circle one) one group payment / everyone's individual payments to the landlord by the _____ day of each month.
- Each roommate will submit a separate payment to the landlord by the _____ day of each month.

Any roommate who fails to pay the full rent indicated above shall be liable to the landlord for the outstanding rent and associated late fees and (if applicable) to any roommate(s) who pay any amount due for the defaulting roommate.

If a roommate moves out before the end of the lease (voluntarily or involuntarily), he/she will continue to pay full rent and bills until the end of the lease, unless a replacement or subletter is found that is acceptable to the other roommate(s). Note: In the case of individual leases, typically only the landlord needs to approve a new roommate.

6. Security Deposit

Each roommate has paid a security deposit in the amount listed above. Per the Texas Property Code, the landlord will refund the deposit (less any deductions) within 30 days of the lease end date. The roommates will divide this refund according to the amount each person originally paid. If a specific roommate or his/her guest is clearly responsible for fees or damages – including late fees, repairs, and cleaning costs – that roommate will pay 100% of the applicable fees

Roommates' Initials: _____, _____, _____, _____, _____, _____

and damages. All other deposit deductions will be (circle one) shared equally / shared in proportion to the amount of deposit paid. The deposit does not include last month's rent unless written permission has been obtained from the landlord.

If a roommate moves out before the end of the lease (voluntarily or involuntarily), he/she will receive the appropriate share of deposit back (minus costs of unpaid rent, repairs, replacement, and cleaning attributable to the departing roommate) within 7 days of an approved new roommate signing the lease and contributing to the security deposit. If an acceptable roommate cannot be found, the departing roommate will not receive any portion of the deposit until the tenancy of the remaining roommate(s) is over and the deposit is refunded by the landlord. The departing roommate shall provide a forwarding address in writing to the remaining roommate(s) in order to receive a deposit refund.

7. Utilities

We will pay for the following utilities on top of rent: *(check and complete appropriate statements)*

Note: Sometimes, the property manager will bill tenants directly for certain utilities – in these cases, separate utility accounts will not have to be set up and you can write "N/A" instead of someone's name below.

- Electricity: This bill will be in _____'s name.
- Water / Sewer: This bill will be in _____'s name.
- Internet: This bill will be in _____'s name.
- Cable: This bill will be in _____'s name.
- Trash/Recycling: This bill will be in _____'s name.
- Gas: This bill will be in _____'s name.
- Other: _____ This bill will be in _____'s name.

Utility bills and utility set-up fees / deposits will be divided: *(check one)*

- Equally for everything (if / when the account holder receives a deposit refund, the roommate(s) will be entitled to receive an equal share of this refund using the refund logic outlined in Section 6)
- Equally for bills and fees, but the account holder will pay the full deposit
- As follows: _____

The account holder for each utility will pay bills in a timely manner (on or before each due date) and share them with the other roommate(s), who will reimburse the account holder within _____ days of receiving the bill.

Utility late charges will be paid by: _____

8. Pets

Will any pets be permitted? *(check one)*

- Yes (Please specify: _____)
- No

Roommates' Initials: _____, _____, _____, _____, _____, _____

If pets are permitted, each pet owner shall be responsible for all damages caused by his/her pet such as damage to the furniture, flooring, walls, doors, yard, and any fixture in the home.

9. Guests

Each roommate (circle one) does / does not need to obtain permission from the other roommate(s) before a guest may stay overnight. Each roommate is responsible for the behavior of his/her guest. Guests shall not unreasonably disturb the other roommate(s). Overnight guests must sleep in the bedroom of the roommate who invited them, unless the other roommate(s) agree that the guest may sleep in a common area. No overnight guest may stay more than _____ consecutive nights without the permission of the other roommate(s).

10. Smoking

Will smoking be allowed inside the home? (*check one*)

- Yes
- No

11. Alcohol

Will alcohol be allowed inside the home? (*check one*)

- Yes
- No

12. Chores

How will common area chores such as cleaning and maintenance be divided?

13. Quiet Hours

All roommates agree to observe quiet hours for sleep and study on the following days and times:

Also, during final exam periods, no roommate will have overnight guests or parties.

14. Subleasing

Subleasing is: (*check one*)

- Not allowed
- Allowed
- Allowed only with permission of other roommate(s)

If subleasing is allowed, roommates agree to follow the subleasing policies and procedures contained in the lease contract / provided by the landlord. *Note: Not all landlords allow subleasing.*

Roommates' Initials: _____, _____, _____, _____, _____, _____

15. Additional Terms and Agreements

Feel free to write any additional terms that you desire: *(check and complete as desired)*

- Parking _____
 - Clean-up after parties/guests _____
 - Food/groceries/household supplies _____
 - Shared/common areas _____
 - Personal property/borrowing things _____
 - Renter’s insurance _____
 - Other _____
-
-

16. Dispute Resolution

If a roommate violates any of the terms above and a dispute persists, all roommates agree to first try to resolve the dispute through mediation with the UT Project on Conflict Resolution (www.utpcr.org) or Austin Tenants’ Council (www.housing-rights.org). If mediation is unsuccessful or not possible then the roommate(s) have the option to pursue legal action.

ANY OF THE ABOVE TERMS AND CONDITIONS MAY BE CHANGED BY WRITTEN MUTUAL CONSENT OF ALL ROOMMATES. TERMS MAY BE OMITTED BY MARKING OUT AND INITIALING BY ALL ROOMMATES. THIS IS AN AGREEMENT BETWEEN THE ROOMMATES AND DOES NOT AFFECT THE LANDLORD’S RIGHTS AND LIABILITIES DESCRIBED IN THE LEASE. SINCE EVERY LEASE AND SITUATION IS DIFFERENT, THIS AGREEMENT MAY OR MAY NOT APPLY TO YOUR SITUATION AND IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.

By signing below, we agree to all of the terms and conditions stated above and confirm that this agreement does not violate any terms contained in our lease contract(s).

Signatures	Date	Signatures	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Helpful Resources

- *Every Tenant’s Legal Guide*, a book by Janet Portman and Marcia Stewart (Nolo)
- Calculator for splitting rent fairly: www.splitwise.com/calculators/rent
- Divide bills / rent with roommates and pay each other online: www.splitwise.com
- Austin Tenants’ Council: www.housing-rights.org
- UT Austin Area Real Estate Database and Resources: AustinResidence.com