

ROOMMATE RESPONSIBILITY AGREEMENT

(Article III, Sections 1-10)

Date _____

TO ALL TENANTS:

Be careful whom you pick as a roommate any one of you may be held entirely responsible for certain obligations under your Lease Contract, or arising out of your living arrangements. For example, if you or any or all of your roommates move out early, each of you are legally responsible for paying the entire amount of monthly rent under your Lease Contract for each month until the end of the Lease Contract. This means your Landlord can take just you, just one of your roommates, or all of you to court, individually and not as a group, to recover any unpaid damages, rent and other expenses allowed by law. It does not matter if a roommate drops out of school, moves to another dwelling, doesn't get along or simply refuses to pay his share; it does not make any difference what the reason is. The same thing applies to late payment fees, fines etc..., all persons whose names are on the Lease Contract as Tenants are "jointly and severally" liable.

Think twice before you do something, which might ruin your credit rating, or that of your roommate(s), because a bad credit rating stays with you a long time. If you are reported to a credit bureau, you will have a mark on your credit record for seven years. A court ordered judgment is enforceable for ten years to start, and may be extended for another ten years, and can become a lien on property you own. If a roommate moves out, in addition to the responsibility of that roommate to find a suitable replacement, it is your responsibility to find a new Tenant. A bad credit rating can keep you from getting a loan to borrow money, buy a car or a house.

Your Landlord is aware of the problems associated with finding and keeping a trustworthy and, responsible roommate(s), but must protect his valuable property and make a reasonable rate of return on his investment. With that in mind, as well as your interest in having a hassle-free place to live, take the time to read specific terms and conditions which follow, to which you will be asked to agree to and which will be made an integral part of your Lease Contract. It is the express purpose of this Agreement to make you more fully aware of your legal responsibilities and obligations and to create a legally binding and enforceable contract between each roommate with his other roommates as well as between each roommate and all roommates as a group ("jointly and severally") on the one hand and the Landlord on the other.

WE THE UNDERSIGNED TENANTS (ROOMMATES) AND LANDLORD, HAVING FULLY READ AND UNDERSTOOD THE FOREGOING, AND IN CONSIDERATION OF THE MUTUAL TERMS, COVENANTS AND CONDITIONS SET FORTH HEREIN AND IN THE LEASE CONTRACT

MADE AS OF THE _____ DAY OF _____, 200 _____. FOR THE PREMISES LOCATED AT:

(Unit #) (Complex) (Address)

OF WHICH THIS ROOMMATE AGREEMENT IS MADE A PART, DO HEREBY AGREE AS FOLLOWS:

1. Landlord agrees to allow any Tenant who wishes to move out of a rental dwelling unit, or the remaining Tenant or Tenants (hereinafter referred to as the plural "remaining Tenants"), to find another person to take the vacating Tenant's place and sublet the leased dwelling unit if (a) Landlord receives the written permission and consent to such change from all remaining Tenants residing in that dwelling unit, (b) such prospective Tenant meets Landlord's normal approval standards, and (c) such prospective Tenant signs such a document as Landlord may require acknowledging and/or agreeing to be bound by the relevant lease documents. Any such substitute Tenant shall be allowed on a sub-lease basis only unless Landlord agrees otherwise in writing. Once approved under parts (a), (b) and (c) above, any such substitute Tenant shall become liable under all relevant Lease Contract Documents, "jointly and severally" with all Tenants in the dwelling unit, unless a written exception is made by Landlord at his discretion. In no way shall the vacating Tenant be relieved of any legal obligation hereunder or as required by the Lease Contract, except to the extent that any such liability, responsibility or obligation is performed by the substitute Tenant, unless Landlord and remaining Tenants agree, at their discretion, in writing to release vacating Tenant. In the event there is more than one vacating Tenant, and the remaining Tenants are the ones who find a substitute Tenant or Tenants, any rental amount, extra rent, other rent, late charge, service fine, repair charge, maintenance, replacement, penalty, damage, cost or other expense paid by any substitute Tenant will be applied against the total amount due from all vacating Tenants who have not found a substitute Tenant, and, if there is any such amount that remains unpaid, all vacating Tenants shall be "Jointly and Severally" liable and responsible for paying such remaining amount to the remaining Tenants if they have paid Landlord, to Landlord otherwise.
2. It shall not be necessary for the remaining Tenants residing in the dwelling unit to have the permission of the vacating Tenant in order to propose a substitute Tenant to Landlord, if the vacating Tenant has either (a) already removed the majority of his or her belongings out of the dwelling unit or (b) has not paid his or her share of rent when due.
3. Tenant understands that, even if Landlord accepts each of the roommates rent payments individually, Landlord considers the rent stated in the Lease Contract as a whole and not separately and Tenants are each "jointly and severally" liable and responsible for making sure the whole rent is paid no matter how they decide to split it up among themselves.

(Continued On Reverse Side)

