

# ROOMMATE AGREEMENT

[NOTE: Pursuant to Colorado law enacted in 2024, the City of Boulder can no longer restrict the number of persons living together in rental housing unless there is a safety or health concern. However, a landlord can still independently restrict the number of persons residing in a rental unit. If there are questions about the occupancy limits of your rental property, please contact CU's Off-Campus Life office to make an appointment with our attorney.]

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 \_\_\_\_\_. The total amount of rent for the Residence each month is \$ \_\_\_\_\_ and the Roommates also have previously paid a security deposit to the landlord of \$ \_\_\_\_\_. The Roommates agree that they are each responsible for their proportionate share of rent and security deposit as follows:

ROOMMATE	Amount of Rent Obligation	Security Deposit Paid
_____	/ _____ /	_____.
_____	/ _____ /	_____.
_____	/ _____ /	_____.
_____	/ _____ /	_____.
_____	/ _____ /	_____.
_____	/ _____ /	_____.
_____	/ _____ /	_____.
_____	/ _____ /	_____.

All Roommates understand that they are all jointly responsible for the lease obligations and that, by law, any one of them may be held individually responsible for the total amounts owed under the lease. Therefore, the Roommates agree that should one Roommate pay any amount in excess of his/her proportionate share as outlined in this Agreement, that Roommate shall have the right to collect that amount from the other Roommates. The Roommates also agree that any deductions from the deposit shall be shared by all the Roommates equally unless otherwise agreed in writing. However, the cost of any damage caused solely by one of the Roommates or a Roommate’s exclusive guest which is deducted from the security deposit shall be the sole responsibility of that Roommate. The Roommates agree to share equally any additional common costs and expenses for the Residence, such as cleaning supplies, sundries, etc.

The Roommates further agree to the following terms, rules, and conditions of the Residence:

**LATE FEES:** Any Roommate who is late paying rent is solely responsible for payment of any late fees assessed and agrees to reimburse the other Roommates for any such late fees they have to pay. Similarly, if any Roommate pays rent by check which is then returned by the bank, that Roommate will be solely responsible for payment of any fees or charges assessed by the bank and/or landlord and agrees to reimburse the other Roommates for any such fees and charges they have paid.

**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 any scheduled maintenance or repairs by the landlord. \_\_\_\_\_ (Contact person's initials if applicable) The contact person shall also be designated to receive the residual security deposit returned by the landlord at the end of the lease and shall thereafter disburse the security deposit to the other roommates according to this agreement.

**UTILITIES:** Roommates agree to pay for basic utilities in an equal share, including electricity, water and sewer, gas, and trash service charges. Roommates agree that the cost of any streaming service and/or high-speed internet charges shall be apportioned as follows:

Streaming Service: \_\_\_\_\_

High Speed Internet: \_\_\_\_\_

**REPAIRS AND/OR MAINTENANCE:** The cost of any routine maintenance or repairs during the lease shall be shared equally by the Roommates. However, the cost of repairs for damages caused solely by one of the Roommates or a Roommate's exclusive guest shall be the sole responsibility of that Roommate.

**REPLACEMENT ROOMMATES:** If a Roommate elects to leave before the end of the lease term for any reason whatsoever, it is primarily that Roommate's responsibility to find a replacement, however the remaining Roommates agree to use good faith efforts to assist in locating a replacement roommate. The departing Roommate will continue to be responsible for his/her share of the rent until the replacement roommate starts paying rent. The remaining Roommates will have the right to approve of the replacement roommate, but agree not to unreasonably withhold approval. The departing Roommate also agrees to obtain the landlord's written approval for the change of roommates.

**OVERNIGHT GUESTS:** Roommates agree to respect each other's desire to have overnight guests. However, each Roommate agrees to notify and obtain the permission of the other Roommate(s) prior to having any overnight guest(s) stay for a period longer than \_\_\_\_\_ nights per month. Objection by the majority of roommates to any Roommate's guest practices shall be binding and Roommates agree to consult with the CU Office of Student Conduct and Conflict Resolution and/or the CU Ombuds Office to assist in resolving any disagreement.

GROUND RULES: The Roommates also agree to the following Residence ground rules:

Food will be bought and stored (individually) (collectively): \_\_\_\_\_

\_\_\_\_\_.

General Standard of Cleanliness: \_\_\_\_\_

\_\_\_\_\_

Cleaning Schedule: \_\_\_\_\_

Kitchen: \_\_\_\_\_

\_\_\_\_\_

Bathrooms: \_\_\_\_\_

\_\_\_\_\_

Common Areas: \_\_\_\_\_

\_\_\_\_\_

Outdoor/Yard Maintenance (if required by lease): \_\_\_\_\_

\_\_\_\_\_

CHECK AS APPROPRIATE:

Smoking \_\_\_\_ is \_\_\_\_ is not allowed in the Residence.

Alcohol \_\_\_\_ is \_\_\_\_ is not allowed in the Residence.

(If alcohol is allowed, such alcohol use shall not be excessive)

Drugs \_\_\_\_ are \_\_\_\_ are not allowed in the Residence.

NOISE LEVELS/STUDY TIME: Roommates agree to maintain a noise level that will permit all of the Roommates to study after \_\_\_\_\_ p.m. In addition, Roommates agree that during finals and preparation for finals, they will be especially aware of noise levels and will take into consideration each Roommates exam schedule and study times. Any Roommate(s) who create noise for which a citation is issued by law enforcement shall be solely responsible for paying any fines and costs ordered by the court

PARTIES: Roommates agree that a party will be defined as a social gathering of \_\_\_\_ or more people (excluding Roommates) at the Residence. Roommates agree that they will to the best of their ability inform the other Roommates of the date, time, and number of guests to be invited to any party and obtain the consent of each Roommate. If any one Roommate objects to the party, then that Roommate agrees to make alternative arrangements for the evening. Roommates agree not to have any parties during the final exam period, until such time as all Roommates have completed their exams or have specifically consented to the party. Roommates agree that if they host a party, they will designate one person to be the sober contact person for purposes of talking to police and/or neighbors. Roommates agree that if a noise citation is issued during the party, the Roommate or Roommates who are hosting the party will pay an equal share of any fines and/or costs ordered.

PRIVACY: Roommates agree that they will respect the privacy of each Roommate and will not enter the respective bedroom or borrow any personal items of another Roommate without first obtaining the Roommate's permission. Roommates also agree that they will use good faith efforts to avoid having friends and/or guests over excessively.

PETS: Roommates may have pets only if allowed by the lease and agreed upon by all Roommates. Each Roommate who has a pet shall be responsible for any damage caused by his or her pet, including but not limited to damages to furniture, carpet, doors, lawn, blinds, etc. The Roommate who owns the pet agrees to reimburse the other Roommates for any monies withheld from the security deposit for any damage or expense caused by his or her pet. (NOTE: An Emotional Support Animal ("ESA") is NOT a pet under federal and Colorado law. However, all Roommates should disclose whether they have or plan on getting an ESA prior to signing the lease and agrees to the same terms set forth above.)

MOVE-OUT CLEANING: Roommates agree to participate equally to the extent possible in the final cleaning of the Residence at the end of the lease. Any Roommate who does not participate in the final cleaning, unless otherwise provided herein, agrees to pay the other Roommates \_\_\_\_\_ for the time spent in the final cleaning, which amount shall be deducted from the non-cleaning Roommate's security deposit and divided among the Roommates who did the final cleaning work.

Should any of the Roommates move out of the Residence prior to the end of the lease, that Roommate shall, prior to moving out: 1) provide a valid forwarding mailing address to the remaining Roommates; 2) pay any outstanding charges or fees for which that Roommate is solely responsible; 3) make arrangements to either return to assist in the final cleaning and/or payment of the final cleaning costs; 4) make arrangements for storage of their property/furniture outside the Residence, and; 5) document (including pictures) the general condition of and any obvious damage to the Residence and, in particular, to their specific room.

Roommates finally agree that should a dispute arise they will use good faith efforts to communicate with the other Roommates about their concerns and that should the dispute not be resolved through such efforts to first seek assistance through mediation or other conflict resolution methods.

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: \_\_\_\_\_

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**We, the undersigned Roommates, have read and agree to the terms set forth above.**

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date

\_\_\_\_\_  
Roommate                      Date