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EIS is providing this template as a sample roommate agreement for informational purposes. It is by no means full and complete and should only be used to the extent that it applies to your specific needs as a tenant or roommate. You should contact your attorney to obtain advice with respect to any particular issue or problem.

# Roommate Agreement (for sharing your apartment or rooming in someone else's)

All leases or rental agreements are construed under N.Y. Real Prop. Law §235-f to permit occupancy by the tenant, the immediate family of the tenant, one additional occupant, and the dependent children of the occupant. In addition:

- A roommate who pays rent to the tenant of record is an occupant permitted under N.Y. Real Prop. Law § 235-f, and not an illegal sublessee, as long as the tenant retains residence in the unit.
- The Roommate Law applies to housing that is subsidized under the federal Section 8 program.
- It also applies to lessees of cooperative apartments.

The point: YOU ARE ALLOWED TO HAVE A ROOMMATE!

The following lease holder and roommate have signed a roommate agreement on the

(Today) \_\_\_\_\_ day, \_\_\_\_\_ for the following apartment:

(Insert address)

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(Lease holder's Name)

(Landlord's Name)

1) \_\_\_\_\_

\_\_\_\_\_

(Roommate's Name)

2) \_\_\_\_\_

## TERMS

1. This agreement will stay in effect until \_\_\_\_\_.

## EXISTING RESIDENTIAL LEASE AGREEMENT

2. The roommate agrees that this Roommate Agreement will exist alongside the preexisting Residential Lease Agreement between the lease holder and

the landlord. It is intended to set forth the rights and responsibilities that the roommates have with respect to each other. It does not, in any way, serve to replace or amend the rights and responsibilities arising from the Residential Lease Agreement.

3. Execution of this Roommate Agreement does not alter the several liabilities of the lease holder under the Residential Lease Agreement with the landlord(s). However, it may be used if a dispute among the roommates arises.

### RENT INFORMATION

§ 2:42 Restrictions on occupancy/roommates may be unlawful-Roommates can only be charged proportionate share of rent for rent stabilized apartments.

4. Roommate agrees to pay said lease holder in the amount of \$\_\_\_\_\_ per month, on or before the \_\_\_\_\_ of the month.
5. (Lease holder's Name)\_\_\_\_\_ agrees to take the responsibility to collect all rent payments, in each payment period, and deliver them to the landlord. The lease holder, as defined above, agrees to keep records of all rent payments and is willing and ready to show the roommate records upon request.

### SECURITY DEPOSIT INFORMATION

6. Roommate agrees to pay said lease holder a security deposit in the amount of \$\_\_\_\_\_ as a one-time payment, on or before the \_\_\_\_\_ of \_\_\_\_\_.

### UTILITY INFORMATION

7. The following is a complete list of all utility payments that the roommate is responsible for, as confirmed by both the lease holder and the roommate's initials next to said utilities and each blank space filled in accordingly.
8. \_\_\_\_\_ Gas: Roommate agrees to pay \_\_\_\_\_% of the total bill.

(Roommate/Lease holder's Name) \_\_\_\_\_ will take the responsibility of paying (gas provider) \_\_\_\_\_ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

9. \_\_\_\_\_ Internet Access: Roommate agrees to pay \_\_\_\_\_% of the total bill.

(Roommate/Lease holder's Name) \_\_\_\_\_ will take the responsibility of paying (internet access provider) \_\_\_\_\_ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

10. \_\_\_\_\_ Electricity: Roommate agrees to pay \_\_\_\_\_% of the total bill.

(Roommate/Lease holder's Name) \_\_\_\_\_ will take the responsibility of paying (electricity provider) \_\_\_\_\_ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

11. \_\_\_\_\_ Telephone: Roommate agrees to pay \_\_\_\_\_% of the total bill.

(Roommate/Lease holder's Name) \_\_\_\_\_ will take the responsibility of paying (telephone provider) \_\_\_\_\_ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

12. \_\_\_\_\_ Newspaper: Roommate agrees to pay \_\_\_\_\_% of the total bill.

(Roommate/Lease holder's Name) \_\_\_\_\_ will take the responsibility of paying (newspaper provider) \_\_\_\_\_ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

13. \_\_\_\_\_ Satellite/Cable Television: Roommate agrees to pay \_\_\_\_\_% of the total bill.

(Roommate/Lease holder's Name) \_\_\_\_\_ will take the responsibility of paying (satellite/cable provider) \_\_\_\_\_ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

HOUSE RULES (Possible list that will help to avoid future problems)

14. The following is a complete list of all house rules that the lease holder and the roommate are responsible to follow, as confirmed by both the lease holder and roommate's initials next to said house rules and each of the lettered options circled accordingly.
15. \_\_\_\_ \_\_\_\_ Smoking: a) will be allowed in any room of the apartment b) will not be allowed whatsoever c) will only be allowed in the following rooms \_\_\_\_\_.
16. \_\_\_\_ \_\_\_\_ Alcohol: a) will be allowed without restriction b) will not be allowed whatsoever c) will only be allowed under the following conditions \_\_\_\_\_.
17. \_\_\_\_ \_\_\_\_ Parties, gatherings, and celebrations: a) are allowed without consent of other roommates b) need to receive consent from roommates.
18. \_\_\_\_ \_\_\_\_ Quiet Hours: a) Quiet at all times b) No Quiet Hours c) Quiet Hours between \_\_\_\_\_ and \_\_\_\_\_  
M\_\_T\_\_W\_\_Th\_\_F\_\_Sa\_\_Su\_\_(check all that apply)
19. \_\_\_\_ \_\_\_\_ Guests: Do Guests need permission to stay overnight? Yes/No  
How many days can guests stay? No limit/\_\_\_\_ # of nights
20. \_\_\_\_ \_\_\_\_ Personal Property: What property will be considered private in nature? a) all items not in the shared area b) items in each roommate's bedroom c) no items

HOUSEHOLD DUTIES AND RESTRICTIONS (Possible list that will help to avoid future problems)

21. The following is a complete list of all household duties and restrictions that the lease holder and the roommate are responsible to follow, as confirmed by both the lease holder and the roommate's initials next to said household duties and restrictions and each of the lettered options circled accordingly.

22. Cleaning: a) Each roommate is responsible to clean up after own mess and general areas are shared responsibility b) chores will be divided as follows \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23. Pets: a) all pets are permitted on premises so long as they are reasonable b) pets are totally banned from premises c) Only the following pets are allowed \_\_\_\_\_  
\_\_\_\_\_

24. Living Arrangements: How will the rooms be allocated?

Lease holder (name) \_\_\_\_\_ gets room next to \_\_\_\_\_

Roommate (name) \_\_\_\_\_ gets room next to \_\_\_\_\_

25. Damages: Will the lease holder and roommate seek mediation in the case of a disagreement of damages? Yes/No

TERMINATION OF TENANCY

26. Can the lease holder terminate the roommate's tenancy? a) No b) Yes under the following conditions (check all that apply):

\_\_\_ Failure to pay rent

\_\_\_ Failure to pay household expenses

\_\_\_ Violating an obligation under this agreement

\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_