

The BLL

Roommate Agreement Reasons

Introduction

In an ongoing effort to better protect residents, their guarantors, and the property owners, we now require roommates to complete the Basic Roommate Agreement within 10 days after move-in, and give management a copy. However, we strongly recommend that roommates go further to provide a more Comprehensive Roommate Agreement to include situations that happen in real life. Regardless of which style Agreement you chose, it is especially good idea for residents who have never lived together before. We have provided many examples, taken from actual experiences, for you to consider using in your Agreement.

The Roommate Agreement specifies what tenants, along with their guarantors, can expect from one another now that you function as “a unit” rather than individuals. When roommates put what they expect from each other in writing, they can prevent many common issues from becoming serious problems. A well-written Roommate Agreement can provide Tenants and their guarantors a way to solve problems *internally* before Management is forced to solve them *externally*.

Purpose

Your Roommate Agreement is a way to facilitate a smooth, peaceful, and responsible framework for living together during your lease term. It can define policies, processes, and procedures for creating a cohesive and comprehensive “system” for living together. When “life happens,” a unified agreement can be the best tool in your “cohabitation kit.”

By working through a Roommate Agreement when you are calm, collected, and rational, you can avoid trying to figure out how to deal with an issue when everyone’s angry, upset, and not thinking clearly. It can also provide a layer of financial and legal protection for tenants and their guarantors who may need to collect monies from a resident who defaults on lease obligations or other financial commitments.

Solution

It is important that you understand that residents are legally bound together in a single house and lease. In legal terminology, you are “jointly and severally liable” for all provisions of your Lease. This is not “Individual Liability Leasing” or “student-housing.” You have rented a house together. The distinction: it is not a boarding house or student housing where you can rent just one room and share common areas.

According to the law, if one person is late paying their rent, everyone is late paying rent. Fines and fees are assessed on the whole house. In every *issue* relative to this Lease, you must think like a team, rather than as separate, individual residents.

Instructions

Your Roommate Agreement is between the Residents on your Lease. However, it might be a good idea to get input from your parents and/or guarantors, as it can both affect and protect them, too. The Roommate Agreement is in an editable Word format. Feel free to add whatever covers your individual situations that all the Resident’s feel to be appropriate.

At the end of The Basic Roommate Agreement, there are suggestions to make the basics even more comprehensive. You may add subjects or issues, such as interpersonal relationships, cleaning, chores, sharing belongings, etc. if you wish to do so. Management highly recommends that you do.

Basic Roommate Agreement

Each resident hereby agrees that they will comply with all terms of the Lease, and this Roommate Agreement, as follows.

Property Address: _____

Resident 1: print _____ sign _____ date _____

Resident 2: print _____ sign _____ date _____

Resident 3: print _____ sign _____ date _____

Deposits

Security Deposits: Usually, this is divided equally among the residents, and refunds will be returned to each tenant in the same proportion they were originally paid in. Damages and charges will be deducted equally from all tenants unless such damage was clearly caused by a specific resident. The total Security Deposit is \$_____. Each resident's share of the Security Deposit is as follows:

_____ has paid \$_____ of the Security Deposit

_____ has paid \$_____ of the Security Deposit

_____ has paid \$_____ of the Security Deposit

Pet Deposits: this is paid by, and is refunded to, the pet owner, less deductions for any clearly identifiable pet damage. We agree to follow BetterLubbock's Pet Policy and understand that any pet must be listed on an Animal Addendum to this Lease. We understand that any pet damage exceeding the amount of the Pet Deposit will be deducted equally from all resident's Security Deposits.

Resident with pet: _____ has paid a \$_____ Pet Deposit

Rent & Utilities

Residents will share the expense of the rent and utilities under the TAA Lease Contract as follows:

Resident #1 _____ pay rent of \$_____ and _____% of utilities

Resident #2 _____ pay rent of \$_____ and _____% of utilities

Resident #3 _____ pay rent of \$_____ and _____% of utilities

Any separately metered utilities will be connected in the names of the following residents:

Lubbock Utilities (Electricity & Water) will be in the name of: _____

Atmos Energy (Natural Gas) will be in the name of: _____

Cable TV/Satellite will be in the name of: _____

Internet Provider will be in the name of: _____

Late Rent & Other Fees

We understand that if any resident is going to pay their portion of the rent late, the whole house is considered late, and late fees will be incurred. We agree to check with one another by the 25th and the 1st of each month to ensure that each resident has paid his/her portion of the rent for the month.

If one resident fails to pay his share of the rent, or incurs fees or charges because of a lease violation, and another resident, or his/her Guarantor, pays those fees or charges, the defaulting resident must fully reimburse the non-defaulting resident(s) who paid the fees or charges within _____ days of such payment.

Utility Connections

Electricity, water, and gas must remain in the tenant's names for the entire duration of the Lease. The resident whose name the account is in is:

Electricity & Water (Lubbock Utilities) _____ Due date _____

Natural Gas (Atmos) _____ Due date _____

TV Cable or Satellite _____ Due date _____

Internet _____ Due date _____

We agree that each resident will pay their agreed portion of each utility to the account holder at least ____ days before the due date for each utility. We agree that utilities are indispensable shared resources, and that no resident will be denied access to any utility at any time.

We agree that if the resident whose name the utility is in moves out before the end of the Lease Term, it will either remain in that person's name until the end of the Lease Term, or turned over to another resident in an orderly, timely manner.

Emergency contact information

Resident #1: _____

Parent names: _____

Home address: _____

Email addresses: _____

Phone numbers: work _____

Home _____

Cell _____

Resident #2: _____

Parent names: _____

Home address: _____

Email addresses: _____

Phone numbers: work _____

Home _____

Cell _____

Resident #3: _____

Parent names: _____

Home address: _____

Email addresses: _____

Phone numbers: work _____

Home _____

Cell _____

Moving In

Bedroom assignments: We agree that the designated bedrooms are the personal, private area of the assigned resident.

Bedroom 1, described as _____,

Is assigned to _____.

Bedroom 2, described as _____,

Is assigned to _____.

Bedroom 3, described as _____,

Is assigned to _____.

Garages, Parking, & Remotes

This property has: _____ in-garage spaces, _____ off-street parking spaces, _____ on-street spaces

The space assigned to _____ is _____

The space assigned to _____ is _____

The space assigned to _____ is _____

We agree that the residents will only use the space assigned to them by this Agreement.

Garage Door Remotes

There are _____ garage door remotes to this house. The attached remotes have been assigned to:

GD #1 _____ GD#2 _____

GD #3 _____

Keys & Codes

We agree that we will not give our door code, copies of our door key, or our alarm code to anyone not listed on our lease or Guest Addendum, and that doing so can put the other residents at risk. We agree not to put any keyed lock on any common areas (inside and outside of the home) without giving Management, and all other residents, the code or combination, or to change any lock or code without doing so.

House Representative

We hereby elect _____ to serve as our House Representative.

The House Rep is usually accountable for: in charge of getting the Roommate Agreement done and copy given to Management, putting in the work requests for the house, responsible for all residents having paid rent & other payments, schedules move ins & move outs for the house with Management, etc.

House Operations

We recognize that we have rented a house. It is not an Individual Liability Lease, student housing, or a boarding house. All residents of the house are *equally* responsible and *equally* liable for all Lease obligations and this Roommate Agreement, and everything one tenant does affects every other resident.

If one resident, or one resident's guest, causes an economic loss for another resident, either through action or neglect, we agree that the defaulting resident must fully compensate or reimburse the injured resident for such loss.

Personal Space

We each agree to respect the personal space and belongings of each resident, and not to move anything into or out of someone else's room or common areas without their express written permission, either printed or emailed, so long as that resident continues to pay their share of the rent and utilities.

Activities & Noise

We agree to respect each other's need for quiet/study/personal time, and agree to keep music, TV, and other activities at a volume that doesn't disturb others, including our neighbors. We agree to establish a household "quiet time" after _____ o'clock.

Events & Parties

We agree not to host any event or party without the written text permission of the other residents, and to pre-disclose the anticipated number guests (keeping guest limit to no more than 10 people per Property Management requirements) and the duration of the event to the other residents. We agree not to violate either city ordinance or community standards & conduct in any event, nor to allow our guests to do so.

Conduct, Disputes, & Mediation

We agree to treat each other civilly and respectfully, and to abide by all requirements of the Lease and this Agreement. Each resident will respect the rights of the other residents. No resident will borrow, use, or consume property of another resident without permission of that other resident.

Threatening behavior, hostility, and/or physical fighting/bullying either by tenants or their guests, will not be tolerated. If any guest engages in any prohibited behavior, he may be banned from the property. If any resident feels the situation warrants, they will feel free to request the intervention of Management.

If a conflict arises that threatens our peaceful cohabitation, or the continuance of our co-residency, we agree to abide by the terms of this Agreement. However, if a suitable resolution cannot be reached between the residents, to avoid escalation of the issue, we agree to contact Property Management for Mediation.

Management will not have the authority to unilaterally modify any provision of the Lease, or the Roommate Agreement, but does have the power to enforce relevant sections of the Lease. During the mediation process, the parties shall continue to perform their respective obligations under this Agreement and the Lease.

If a resident becomes abusive, bullies, or non-compliant in any way about this Agreement and the Lease, such that he/she is moves-out of the residence resulting from the other resident's behavior, or by a formal written notice by Management, he/she shall not be absolved of the obligations of the Lease except by written agreement with Property Management. If a situation becomes this serious Management must, per The Lease, become immediately involved.

Overnight Guests

We agree that no guest will be allowed to stay overnight without the consent of all other residents, and that under no circumstances will any guest be allowed to stay more than 3 consecutive nights, or more than 2 nights per month, without written consent of Management. (This is a Lease violation. See Section 2. Of the Lease.)

Other guest rules: (discuss house rules regarding family, friends, & boyfriends/girlfriends here)

List Here:

Alcohol, Smoking, & Illegal Substances

Per the Lease, we agree not to permit any smoking or illegal substances in the house, and that any penalties or loss incurred by the residents because of such activities will be borne entirely by the offending resident(s).

We understand that smoking ANYTHING in the house, and paraphernalia or evidence of drug use, we are subject to immediate eviction without further notice. If we are evicted, each of us, and our Guarantors, will be sued for property damage, court costs, attorney fees, reletting fees, and lost rents. All total, it could easily cost us and our Guarantors \$10-20,000, or even more. This is why All the Resident's Agree NOT to Smoke Anything in This House & NOT to Let Any Guest Bring in or Smoke Anything in this House of Any Kind, for Any Reason, & Under Any Circumstance.

Moving Out

We understand that we are each required to pay all rents owed through the end of our Lease Term before moving out and agree to fulfill all our individual requirements under the Lease.

If the Utilities are in one Resident's Name and they are the departing/replaced resident, then that person agrees in writing not to disconnect the utilities until the Lease ends or transfer of the other remaining residents or the Replacement Resident will put the utilities in their name. The departing resident agrees to not leave any debris, belongings, or obligations for the remaining residents to deal with or dispose of.

We understand that if anyone moves out earlier than the original end-of-Lease-term date, we will continue to be liable to the other residents for our share of the rent and other obligations, unless a replacement has been signed onto the Lease and assumed residency.

Resident Replacement

We understand that if a resident finds it necessary to move out earlier than the end of the Lease Term, a Replacement Resident can assume the original resident's responsibilities under the TAA Lease Contract and this agreement, SO LONG AS 1)the replacement resident is acceptable to both the Owner and the remaining residents, and 2)the Replacement Resident agrees to the terms of the Lease, the Replacement Amendment, this Roommate Agreement, and any other lease addenda/forms that Management requires. We also agree to help the departing resident find a suitable Replacement, and not to make it unduly difficult for the Replacement to be approved.

Animals

Authorized Pets & Other Animals: We understand that all residents signed any Animal Addendum and have responsibilities that are "jointly and severally" shared, such as securing animals when workmen are performing maintenance tasks, or management is showing the property.

Unauthorized Animals: Residents and Guarantors agree that no unauthorized animals will be allowed on the property, for any reason, under any circumstance, at any time, for any length of time. If any resident or their guest does bring in an unauthorized animal, and the house is fined as a result, the responsible resident will promptly pay the fine, and compensate the Owner and/or Other Residents for any damage caused by the unauthorized animal.

This why we will not "dog-sit," for any reason or any length of time and will not take in strays until we find it a home." We understand that the Lease states if any UNAUTHORIZED ANIMAL is found on the premises the house will be fined. Fines supersede rent payments causing late fees to accrue. This is a big deal and we will follow the Owner's Rules & Policies Regarding Animals and the Animal section in our Lease.

Legal Agreement

This Roommate Agreement is a civil agreement, and constitutes our entire agreement on these issues, other than issues covered more specifically in the Resident's Lease Contract. In all cases, where this Agreement may conflict with the terms of the Lease itself, the Lease takes precedence. As it may pertain to these issues, VERBAL AGREEMENTS &/or TEXTS DO NOT EXIST. All parties to this Agreement are entitled to a copy of the Agreement.

Governing Law

This Roommate Agreement shall be construed in accordance with the laws of the County of Lubbock, and the State of Texas, and may be modified or amended only by the written consent of All Resident parties.

Waiver of Contractual Right

If any party fails to immediately enforce a provision of this Agreement, it shall not be construed as a waiver or limitation of that party's right to enforce and compel compliance with the provisions of this Agreement later.

Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue to be valid and enforceable.

EFFECTIVE DATE & SIGNATURES. This Roommate Agreement is made effective as of _____ by the signatures of the parties affixed below.

Resident #1 _____

Resident #2 _____

Resident #3 _____

Comprehensive Roommate Situations

The Basic Agreement covers the many legal and usual issues that arise in roommate situations. However, you may want to cover several situations that Management have encountered or helped to resolve. The following issues tend to be more of an internal/inter-personal nature yet can still escalate out of control if not worked out ahead of time. Management highly recommends you add these to your Roommate Agreement. Plus, anything else that specifically fits your individual needs.

Rent & Utility Bills

House Rules: for when a utility bill hasn't been paid and something gets turned off.

House Rules: for when a roommate who has been paying the utility bill moves out and then it must be transferred it to someone else's name.

House Rules: for when one or more of the roommates consistently doesn't pay their full portion &/or the rent on time.

Sharing Bathrooms & Laundry Areas

House Rules: for scheduling bathroom time.

House Rules: for washing clothes & scheduling use of the washer/dryer.

Sharing Belongings & Property

House Rules: for sharing things like apparel & accessories, furniture, TVs, gaming devices, & appliances.

House Rules: for how to handle if someone, or their guest, accidentally damages someone else's property.

House Rules: for if a roommate steals or sells someone else's property.

Interpersonal Relationships

House Rules: for roommates getting involved in another roommate's ex or current relationship.

House Rules: for when 2 roomies have been best buds and the 3rd roommate feels left out or ignored.

House Rules: for if one or more of the roommates don't like or approve another's friend or love relationship.

House Rules: for when someone feels bullied by one or more of the roommates.

Communication

House Rules: for handling utility notices, property management notices, etc.

House Rules: for texts, for house meetings, for putting notices on bedroom doors, & keeping agreements.

House Rules: for early move outs, engagements, illnesses, pregnancies, family/friend emergencies, etc.

Groceries & Meal Preparations

House Rules: for cleaning up during & after meals.

House Rules: for buying, sharing, & respecting each other's groceries.

House Rules: for when guests/family members visit, how will that be shared or not shared.

House Cleaning, Chores, & Organization

House Rules: division of cleaning duties, such as cleaning bathrooms, taking out trash, & emptying dishwasher.

House Rules: for how the house is organized & when chores will be done.

House Rules: for picking up, dusting, & cleaning common areas.

Noise Activities

House Rules: playing music or TVs require earbuds when listening or keep it at a certain volume.

House Rules: for curtailing noise by a certain hour of the day or night.

House Rules: for curtailing noise on weekends.

Watering Lawn

House Rules: if required to water lawn in the lease, how will that chore be divided up by the residents and when the lawn will be watered.

Important Management Messages

Rent:

Your entire rent must be paid on time. Even if we split the payments up for you on your Ledger, if one person is late, the entire house is late, and late fees are applied on the 3rd of the month. We must produce our monthly reports and pay our Property Owner's on the 10th of each month. If we don't have full rent payments, we have NO choice but to post a "3-Day Notice of Intent to Evict." It's not personal, it's the law. It is your legal obligation, corporately, to stay on top of the rent each month. It's not our responsibility to remind you.

House Rep:

While some residents are very responsive, our experience is that others are almost impossible to get a response out of, no matter what we do. With these people, even when they've made a request themselves, they still don't respond to our attempts to schedule a lease signing, work repairs or complete paperwork, etc. It can be extremely frustrating and time-consuming. This has led us to the concept of asking residents to select a "House Rep." It seems that there is almost always one person that "gets things done." Therefore, we are asking residents of each house to choose one of them to be the designated House Representative. The One who is willing to take responsibility to make sure the other residents are aware of important communications from Management, or that Management gets important communications from residents, like repair requests; the One who is willing to "get things done" for the mutual benefit of the whole house.

Illegal Substances:

BetterLubbock Property Management has a "zero tolerance" policy for smoking in our properties, whether it is tobacco or marijuana. It can cost thousands of dollars to remove the smell of smoke from a house. Additionally, according to the narcotics office of the Lubbock PD, if they have reason to come into a house on drug-related issues, they generally arrest everyone in the house, and confiscate anything they want to under the "asset forfeiture" laws. When one resident brings illegal substances into the house, it puts Everyone at risk; the Residents, their Guarantors, the Property Owners, and Managers. Again, we cannot fine, sue, or evict One person. In this case, we would have to evict the whole house.

Authorized & Unauthorized Animals:

We understand that in real life visiting dogs get in fights with resident dogs. Visiting dogs and cats ruin carpet, wood floors, blinds, sofas, shoes, and yards, and no one ever wants to claim responsibility. Animal damage can consume entire Animal & Security Deposits. Conflicts over animals have ruined more long-time friendships, and "blown-up" more leases than any other problem. Therefore, the Only Animals Allowed are the one's listed on the Animal Addendum and abide by the Owner's Rules & Policies Regarding Animals.

Authorized & Unauthorized Guests:

We understand that in real life, life happens. Families want to visit for a week or friends lose their home & want to crash on your couch for months until they find a place live or store their belongings at your house instead of getting a storage unit. However, per the Lease, Owner's Rules & Policies, and Texas State Law, no guest may stay more than 2 Consecutive days, or 4 total, per month without Written Permission from Property Management (See Lease Section 2). If you have an Unauthorized Guest or Their Possessions on the Property you may be fined \$100 for the first day, and \$10 per day thereafter until they leave, or management evicts them. If we are forced to evict your guest, get rid of their belongings, or your guest disturbs the other residents (See Lease Section 19.4) both you and your guest will be subject to immediate eviction. If you are going to have a guest that needs to stay more than the legal allotted days per month, you must get a written Guest Addendum from Property Management before your guest arrives to visit.

