

# Massachusetts Roommate Agreement

This agreement, made on (Month, Day, Year) \_\_\_\_\_, between:

| Names of Roommates |
|--------------------|
| 1.)                |
| 2.)                |
| 3.)                |
| 4.)                |

**\*Note:** The city of Boston only allows four (4) undergraduate students who are non-related to live in the same dwelling together, regardless of number of rooms. Living with five (5) or more non-related undergraduate students is a violation of city code and could result in sanctions by the city. This city code only applies to actively enrolled undergraduate students of any university/college.

The parties listed above have signed a lease for the premises at...

| Address | City | State | Zip code |
|---------|------|-------|----------|
|         |      |       |          |

...and plan to live there together. A copy of the lease is attached to this agreement. The term of this agreement shall be the same as the lease. The dates of the signed lease are as follows:

| Lease Dates |              |             |            |              |             |
|-------------|--------------|-------------|------------|--------------|-------------|
| Begins On   |              |             | Ends on    |              |             |
| <i>Day</i>  | <i>Month</i> | <i>Year</i> | <i>Day</i> | <i>Month</i> | <i>Year</i> |
|             |              |             |            |              |             |

Each of the undersigned understands and accepts written responsibility for this agreement. The agreement is intended to promote positive communication, mutual expectations, and respect.

It is, therefore, agreed that:

1. Each of the parties agrees to follow the rules and conditions set out in the attached lease.
2. **Rent, Utilities, and Security Deposit:** Each of the parties understand that they, individually and jointly, are responsible to the landlord/manager, utility companies, and each other for the following shared expenses. Each tenant shall pay ONE/\_\_\_\_\_(1/number of tenants) of the following expenses:

|   |
|---|
| a. _____ rent by the ____ of the month (check from _____) |
| b. _____ telephone services (in the name of _____)        |
| c. _____ electricity (in the name of _____)               |
| d. _____ water (in the name of _____)                     |
| e. _____ cable/internet (in the name of _____)            |
| f. _____ heating oil/gas (in the name of _____)           |
| g. _____ security deposit (check from _____)              |
| h. _____ other: _____                                     |

3. **Late Payments and Penalties:** Any late fees will be incurred by the person(s) making the late payments. If any one individual, either by doing something (e.g., causing damage) or failing to do something (e.g., failing to make rent or utility payments), causes any other individual to pay more than their share of ONE/\_\_\_\_\_ (1/number of tenants) the expense, that individual will be financially liable to the others for their expenses.
4. **Moving Out:** Each person will be considered to be a resident of the premises and pay his/her portion of the above fees until the term of the agreement ceases.
5. **Subletting:** In the event that a roommate is given written permission by the landlord/manager to sublet and finds a person to replace him/her, the sublessee would then be responsible for the rent and fees. All existing roommates should accept the proposed subletting roommate unless a reasonable cause exists (e.g., personality conflicts). The original tenant remains responsible for the rent/fees if the subletting roommate defaults in any way.
6. **Damages:** Each roommate will take individual responsibility for any damage done to the apartment that he/she causes. He/she will either repair this damage prior to moving out or refund the security deposit to the roommates for the amount deducted for the damage. Otherwise, the remainder of the returned security deposit will be equally returned to each renter.
7. **I agree to the following arrangements regarding:**

**Food/Shopping**

|       |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |

**Orderliness/Tidiness**

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**Cleaning/Responsibilities**

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**Garbage Removal**

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**Exterior Maintenance**

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**Privacy**

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**Sharing Personal Items**

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**Borrowing Money**

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**Smoking/Drinking/Drugs**

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**Parties/Entertaining**

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**Overnight Guests**

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**Pets**

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**Furniture/Appliances**

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**Noise**

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**Other**

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**8. Communication:** If there is a problem with something happening in the dwelling, roommates agree to communicate with each other by:

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**9. Right to Use and Enjoyment:** As a party to this agreement I realize that I, as well as each of my roommates, have equal right to the use of the space and facilities in the dwelling with the exception of the areas we have designated as individual's private space.

| Signed               |      |
|----------------------|------|
| Resident's Signature | Date |
| 1.)                  |      |
| 2.)                  |      |
| 3.)                  |      |
| 4.)                  |      |