

# NEW JERSEY ROOMMATE AGREEMENT

This roommate contract is provided for the mutual benefit of roommates, and does not constitute legal advice. If you need legal advice, you must contact an attorney.

## Section 1. The Parties & Property

**Date:** \_\_\_\_\_

**New Tenant:** \_\_\_\_\_ hereinafter referred to as the "New Tenant"

**Landlord/Principal:** \_\_\_\_\_ hereinafter referred to as "Landlord/Principal".

**Current Co-Tenant(s):** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.

**Property:** \_\_\_\_\_ (address).

This agreement is to last for the same term as our lease agreement, which runs from \_\_\_\_\_ [start date] to \_\_\_\_\_ [end date].

- New Tenant understands that they are entering into a legally binding agreement that is enforceable by and between the other roommates and the Landlord/Principal Tenant.
- If the owner of the property is not living in the shared residence I understand that this agreement is not enforceable with regard to it's owner, and will not protect me against any claims that the owner may have against myself or my roommates under our roommate contract.

## Section 2. Security Deposit

- The security deposit for the rental premises is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) totaling \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) including all the roommates combined deposits.
- The New Tenant agrees to accept responsibility for damages, which my pet(s), my guests, or that are cause and will reimburse the other roommate(s) for the part of their security deposit withheld for these damages.

## Section 3. Rent



- The total rent according to the lease agreement is \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month. The New Tenant agrees to pay \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month on or before the due date set forth in the lease agreement.
- All payments will be made to \_\_\_\_\_.
- The New Tenant understands that the owner of the property can evict all of the tenants if the landlord does not receive the rental payments in full and on time each month.

**Section 4. Utilities**

- The New Tenant agrees to pay 1/\_\_\_\_ for the following utilities:  
\_\_\_\_\_
- The New Tenant agrees to pay 1/\_\_\_\_ of the following services:  
\_\_\_\_\_
- The New Tenant agrees to place the following utilities in their name \_\_\_\_\_, and to ensure that monthly payments are collected and made by all co-tenants in full and on time.
- The New Tenant agrees to pay as follows for any additional utilities or services:  
\_\_\_\_\_.

**Section 5. Move-Out**

If, for any reason, the New Tenant moves out of the rental premises before the lease has concluded they realize that it is their responsibility to find a replacement tenant. The New Tenant is to take reasonable steps to find a replacement roommate who is acceptable to the present roommates. If one of the roommates moves out, the New Tenant understands that it the Landlord/Principal Tenant’s responsibility to take reasonable steps to find a replacement tenant. The New Tenant understands that it is in the best interests of all roommates to replace any departing tenants.

**Section 6. Additional Agreements**

Attached is a description of additional agreements that are incorporated into this contract, including: food/shopping arrangements; cleaning responsibilities; privacy; parking; sharing of personal items; noise/study times; smoking/drinking; parties and entertaining; overnight guests; pets, etc.

**Section 7. Flood Zones**



Per § 46:8-50 if the property is located in a flood zone the Lessor must identify this to the Lessee at the time of commencement. The official FEMA map may be found at this web address <http://www.region2coastal.com/view-flood-maps-data/what-is-my-bfe-address-lookup-tool/>.

**Section 8. Truth in Renting**

Resident acknowledges receipt today of the Truth in Renting information, required to be provided by New Jersey law (NJSA Section 46: 8-45).

**Section 9. Window Guards per § 5:10-27.1**

The owner (landlord) is required by law to provide, install and maintain window guards in the apartment if a child or children 10 years of age or younger is, or will be, living in the apartment or is, or will be, regularly present there for a substantial period of time if the tenant gives the owner (landlord) a written request that the window guards be installed. The owner (landlord) is also required, upon the written request of the tenant, to provide, install and maintain window guards in the hallways to which persons in the tenant's unit have access without having to go out of the building. If the building is a condominium, cooperative or mutual housing building, the owner (landlord) of the apartment is responsible for installing and maintaining window guards in the apartment and the association is responsible for installing and maintaining window guards in hallway windows. Window guards are only required to be provided in first floor windows where the window sill is more than six feet above grade or there are other hazardous conditions that make installation of window guards necessary to protect the safety of children.

**Section 7. Governing Law**

This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

**Section 8. Authorization**

The roommates have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal Roommate/Landlord's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**New Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_



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**Co-Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**Co-Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**Co-Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**Co-Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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**Co-Roommate's** Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

