

SHARED RENTAL AGREEMENT FOR ROOMMATES

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By dan the roommate man

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SHARED RESIDENCE AGREEMENTS

A roommate agreement is made by two or more people who are sharing living expenses. All roommates should have a clear understanding about their individual responsibilities for rent and other living expenses. Without a written agreement problems are more likely to arise. Few things could be more uncomfortable than sharing a house with someone with whom you have an ongoing disagreement about financial matters. It is always best to have such understandings in a written agreement.

JOINT AND SEVERAL LIABILITY

Roommates need to be aware of their legal obligations on a lease or mortgage. In nearly every case, a landlord will require each roommate to be "jointly and severally liable". This means the landlord can look to either roommate for the full performance of all obligations. If one roommate fails to pay, having a written agreement is important for the paying roommate to be able to make a claim against the non-paying roommate but the roommate agreement does not relieve either party from the possibility of having to pay the full amount of rent.

Below is a sample agreement but you should always consult an attorney before implementing such an agreement. This agreement may not be suitable to your needs.

This agreement is made between

_____ (landlord) and

_____ (tenant)

on the _____ day of _____ 200_.

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A monthly rent of _____ will be due on the first of each month and payable to the landlord

Each tenant agrees that he/she will be responsible for ____ (1/ _) of the rent.

Both parties have signed a lease for the following address :

This agreement will commence on _____,

for a term of _____ and ending on _____.

A security deposit of _____ has been placed with the landlord.

Each party agrees to pay _____ (1/ _) of this deposit.

Both parties acknowledge the lease and the terms set forth in it. It is understood that the lease has priority over this roommate agreement.

Utilities are to be shared

The landlord agrees to pay for ____ (1/ _) and the tenant agrees to pay for _____ (1/ _) of the following:

* Water

* Gas

* Electricity

* Maintenance/upkeep

* Maid service

* Phone service is the responsibility of each party unless otherwise specified

Each resident agrees to reside at the above address or continue to pay his portion of the rent during the term of the lease. The tenant, at his or her own expense may locate a new tenant which must be acceptable to the other parties of the lease. The landlord must give his written permission to sublet.

Pets are the sole responsibility of the owner. Any damage caused by his or her pet must be paid for by the responsible party.

_____date

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_____date

_____date

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HOW TO CHANGE ROOMMATES OR NAMES ON

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Steps:

1. Ask permission to change roommates or names on a lease by submitting a written request to your landlord.
2. Include some background information on your prospective roommate, such as employment status and rental history, in your written request to the landlord.
3. Obtain a rental application for your prospective roommate if the landlord agrees to your request.
4. Realize that your landlord will probably require you and your new roommate to sign a new lease or rental agreement as co-tenants, giving both of you equal rights and responsibilities.
5. Be aware that your landlord may change the terms of your new lease or rental agreement and may have the right to increase your rent or security deposit, subject to the rent laws in your municipality.

Tips:

Because your landlord will probably check your prospective roommate's credit history, ask your prospective roommate to provide your landlord with a copy of his or her credit report to save time during the rental application process.

If your landlord increases the rent for you and your new roommate, try to negotiate the amount of the increase with a lower counteroffer.

Warnings:

Some state and municipal rent control laws limit increases in rent and security deposits; check with local housing authorities about the rent control laws in your area in order to protect your best interests.

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