CertRent

Roommate agreement (NY)

ROOMMATE AGREEMENT

This Roommate Agreement (this "Agreement") is made in the State of New York on [DATE] among the following individuals (each a "Roommate" and together the "Roommates"):

[ROOMMATE 1 FULL NAME]
[ROOMMATE 2 FULL NAME]
[ROOMMATE 3 FULL NAME]

THIS IS NOT A LEASE. This Agreement does not create a landlord-tenant relationship among the Roommates and does not modify any lease. The lease governs the relationship with the landlord; this Agreement governs only the arrangements among the Roommates.

1. THE APARTMENT
The Roommates share the residential apartment located at [APARTMENT ADDRESS, UNIT #, CITY, NY, ZIP] (the "Apartment").

2. THE LEASE
The lease for the Apartment is dated [LEASE DATE], with landlord [LANDLORD NAME], for a term ending [LEASE END DATE]. The following Roommate(s) are named tenants on the lease: [NAME(S) ON LEASE]. Any Roommate not named on the lease occupies the Apartment as a permitted occupant and agrees to comply with all lease terms. Required disclosures (lead paint, bedbug, window guard, sprinkler, flood, rent-stabilization rider where applicable) are attached to the lease.

3. MONTHLY RENT AND SPLIT
Total monthly rent is $[TOTAL RENT], due to the landlord on the [DUE DAY] of each month. The Roommates split rent as follows:
[ROOMMATE 1]: $[AMOUNT] / [BEDROOM ASSIGNMENT]
[ROOMMATE 2]: $[AMOUNT] / [BEDROOM ASSIGNMENT]
[ROOMMATE 3]: $[AMOUNT] / [BEDROOM ASSIGNMENT]
Each Roommate shall pay their share to [WHO COLLECTS / PAYS LANDLORD] by the [INTERNAL DUE DAY] of each month. A Roommate who pays late shall owe any late fee attributable to that Roommate's share.

4. SECURITY DEPOSIT
The total security deposit held by the landlord is $[TOTAL DEPOSIT], contributed as follows: [ROOMMATE 1] $[AMOUNT]; [ROOMMATE 2] $[AMOUNT]; [ROOMMATE 3] $[AMOUNT]. When the landlord returns the deposit, each Roommate receives back their contribution, reduced by that Roommate's proportional share of

any lawful deductions (unpaid rent or damage beyond ordinary wear and tear) and by the cost of any damage caused solely by that Roommate. Under New York law the landlord must return the deposit within 14 days after the tenant vacates.

5. UTILITIES AND INTERNET

Recurring shared costs are split as follows, with the named Roommate responsible for keeping each account current and collecting the others' shares:

Electric/Gas: [SPLIT] — account in name of [NAME]

Internet: [SPLIT] — account in name of [NAME]

Other ([SPECIFY]): [SPLIT] — account in name of [NAME]

6. GROCERIES AND HOUSEHOLD SUPPLIES

Shared household supplies (cleaning products, paper goods, [OTHER]) are split [EQUALLY / PER SPLIT] and tracked by [METHOD, e.g., shared expense app]. Groceries are [SHARED AND SPLIT / PURCHASED INDIVIDUALLY].

7. GUESTS AND OVERNIGHT POLICY

Overnight guests are permitted for up to [NUMBER] consecutive nights without the other Roommates' consent. A guest staying longer, or staying more than [NUMBER] nights per month, requires advance agreement of all Roommates. No guest may become a resident, receive a key, or stay in a manner that violates the lease or applicable law.

8. QUIET HOURS AND CLEANING

Quiet hours are [START TIME] to [END TIME] on weeknights and [START TIME] to [END TIME] on weekends. Common areas shall be kept clean; cleaning duties rotate as follows: [SCHEDULE / METHOD]. Each Roommate cleans up after themselves and their guests.

9. ROOMMATE MOVING OUT EARLY

A Roommate who wishes to move out before the lease ends shall give the other Roommates at least [NUMBER] days' written notice. That Roommate remains responsible for their share of rent and utilities until the earlier of (a) the lease end date or (b) the date a replacement roommate, approved by the remaining Roommates and by the landlord as required, takes occupancy. The departing Roommate shall make good-faith efforts to find a suitable replacement. Adding or removing a person named on the lease requires the landlord's consent.

10. DISPUTE RESOLUTION

The Roommates shall first attempt to resolve any dispute by good-faith discussion at a house meeting. If unresolved within [NUMBER] days, the Roommates shall attempt mediation through [MEDIATION SERVICE / MUTUALLY CHOSEN MEDIATOR] before pursuing any other remedy. This Agreement is governed by the laws of the State of New York.

11. ENTIRE AGREEMENT

This Agreement is the entire agreement among the Roommates and may be amended only in a writing signed by all Roommates.

SIGNATURES

_____ Date: _____

[ROOMMATE 1 FULL NAME]

_____ Date: _____

[ROOMMATE 2 FULL NAME]

_____ Date: _____

[ROOMMATE 3 FULL NAME]