

# ROOMMATE AGREEMENT (NEBRASKA)

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_ [NAME OF ROOMMATE #1]

- and -

\_\_\_\_\_ [NAME OF ROOMMATE #2]

*[add more parties if there are more than 2 roommates]*

(hereinafter collectively referred to as "Roommates" and individually as a "Roommate")

- and -

\_\_\_\_\_ [NAME OF LANDLORD]  
of \_\_\_\_\_ *[insert landlord's address]*  
(“Landlord”)

WHEREAS the parties have entered into a rental agreement (the “Rental Agreement”) dated \_\_\_\_\_, 20\_\_\_\_ with respect to the rental premises located at \_\_\_\_\_, Nebraska (the “Premises”);

AND WHEREAS the Roommates will rent the Premises on a co-tenancy basis as roommates, and are executing this Agreement to set out in writing the rights and responsibilities of each Roommate;

AND WHEREAS Landlord, by executing this Agreement, has consented to this arrangement, subject to the terms and conditions hereinafter set out.

NOW THEREFORE it is hereby agreed between the parties as follows:

## 1. Term and Termination

1.1 This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_ and shall continue to remain in effect until the Rental Agreement is terminated.

1.2 Each Roommate must give the other Roommate(s) and Landlord at least thirty (30) days written notice if such Roommate plans to move out prior to termination of the Rental Agreement.

1.3 A departing Roommate is responsible for paying his/her proportionate share of rent and all expenses up to the date of departure, and for paying any personal long distance or other charges for which the departing Roommate is solely responsible.

1.4 A departing Roommate is solely responsible for finding a suitable replacement roommate, unless otherwise agreed to in writing by Landlord and the remaining Roommate(s). If the departing Roommate leaves without finding a suitable replacement, the departing Roommate shall continue to be liable for rent and utilities as set out in this Agreement until such time as a suitable replacement is found, or until the expiration of this Agreement. Unpaid rent shall be deducted by Landlord from the departing Roommate's portion of the security deposit.

## 2. Rent and Utilities *(select one of the following options and delete the other)*

2.1 *[If all roommates are contributing equally to rent]* Each Roommate shall be responsible for his/her proportionate share of the rent payable each and every month under the term of this Agreement.

**OR**

2.1 *[if rent is being paid disproportionately]* The Roommates will pay the monthly rent in the following proportions:

<i>Name of Roommate</i>	<i>Amount of Rent</i>
Roommate #1	Rent \$ _____ / _____%
Roommate #2	Rent \$ _____ / _____%

Rent is due on the \_\_\_\_ day of each month in accordance with the Rental Agreement. The Roommates will pay the rent in the following manner: \_\_\_\_\_ [set out whether each roommate is to make their rent payment separately, or whether one roommate will collect rent from the others and submit payment].

**THIS IS A 4-PAGE FORM.**