

ROOMMATE AGREEMENT (CALIFORNIA)

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF ORIGINAL TENANT]

[address]
(the "Tenant")

- and -

[NAME OF ROOMMATE]

[address]
(the "Roommate")

PREAMBLE:

WHEREAS Tenant entered into a written [Lease / Rental Agreement] (the "Original Lease") with [NAME OF LANDLORD] (the "Landlord"), with respect to the rental unit located at _____ [address of rental unit], _____ [city], California (the "Premises");

AND WHEREAS Tenant and Roommate wish to rent the Premises on a co-tenancy basis as roommates, and Landlord, by executing this Agreement, has consented to this arrangement, subject to the following terms and conditions;

NOW THEREFORE it is hereby agreed between Tenant and Roommate as follows:

1. Effective Date

The co-tenancy shall commence on _____ [insert date] and shall continue until terminated by the parties as hereinafter provided.

2. Utilities and Rent

[If all tenants are contributing equally to rent and utilities, use this paragraph and delete the next one.] Each person shall be responsible for paying an equal share of rent and of utility costs, which shall be paid promptly.

[If the tenants are paying different amounts in rent or utilities each month, use this paragraph and delete the first one.] Each person shall be responsible for the following rent and utilities payable each and every month under the term of this Agreement:

Name of Tenant	Rent Amount	Utilities Amount

If any person shall fail to pay the said rent and utilities, each person is only financially responsible for their amount per month as set out in this Agreement.

3. Long Distance Telephone

Each person shall be responsible for their own long distance telephone calls and charges, and for any charges of a non-tenant under their supervision. Long distance charges shall be payable each month that they are due.

4. Damage Deposit

Each person has paid or will pay the following amount of security deposit to Landlord:

Name of Tenant	Amount of Security Deposit

5. Subleasing

If Roommate wishes to sublease to a subtenant, Tenant and Landlord must approve the subtenant in order for the sublease agreement to be considered valid.

6. Assignment

Any assignment of or change to this Agreement requires written consent of Tenant, Roommate and Landlord.

THIS IS A 5-PAGE FORM.