EIS is providing this template as a sample roommate agreement for informational purposes. It is by no means full and complete and should only be used to the extent that it applies to your specific needs as a tenant or roommate. You should contact your attorney to obtain advice with respect to any particular issue or problem.
Roommate Agreement (for sharing your apartment or rooming in someone else’s)

All leases or rental agreements are construed under N.Y. Real Prop. Law §235-f to permit occupancy by the tenant, the immediate family of the tenant, one additional occupant, and the dependent children of the occupant. In addition:

- A roommate who pays rent to the tenant of record is an occupant permitted under N.Y. Real Prop. Law § 235-f, and not an illegal sublessee, as long as the tenant retains residence in the unit.
- The Roommate Law applies to housing that is subsidized under the federal Section 8 program.
- It also applies to lessees of cooperative apartments.

The point: YOU ARE ALLOWED TO HAVE A ROOMMATE!

The following lease holder and roommate have signed a roommate agreement on the

(Today) ____________ day, ____________ for the following apartment:

(insert address)

________________________________________

________________________________________

________________________________________

(Lease holder’s Name) (Landlord’s Name)

1) __________________________

(Roommate’s Name)

2) __________________________

TERMS

1. This agreement will stay in effect until ____________________________.

EXISTING RESIDENTIAL LEASE AGREEMENT

2. The roommate agrees that this Roommate Agreement will exist alongside the preexisting Residential Lease Agreement between the lease holder and
the landlord. It is intended to set forth the rights and responsibilities that
the roommates have with respect to each other. It does not, in any way,
serve to replace or amend the rights and responsibilities arising from the
Residential Lease Agreement.

3. Execution of this Roommate Agreement does not alter the several liabilities
of the lease holder under the Residential Lease Agreement with the
landlord(s). However, it may be used if a dispute among the roommates
arises.

RENT INFORMATION

§ 2:42 Restrictions on occupancy/roommates may be unlawful-Roommates can
only be charged proportionate share of rent for rent stabilized apartments.

4. Roommate agrees to pay said lease holder in the amount of
$_____________ per month, on or before the _____________ of the month.

5. (Lease holder's Name)_______________ agrees to take the responsibility to
collect all rent payments, in each payment period, and deliver them to the
landlord. The lease holder, as defined above, agrees to keep records of all
rent payments and is willing and ready to show the roommate records
upon request.

SECURITY DEPOSIT INFORMATION

6. Roommate agrees to pay said lease holder a security deposit in the amount
of $____________ as a one-time payment, on or before the
____________ of ____________.

UTILITY INFORMATION

7. The following is a complete list of all utility payments that the roommate is
responsible for, as confirmed by both the lease holder and the roommate's
initials next to said utilities and each blank space filled in accordingly.

8. ____ ____ Gas: Roommate agrees to pay_______% of the total bill.
(Roommate/Lease holder’s Name) ___________________________ will take the responsibility of paying (gas provider) _____________ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

9. _____  Internet Access: Roommate agrees to pay _____% of the total bill.

(Roommate/Lease holder’s Name) ___________________________ will take the responsibility of paying (internet access provider) _______________ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

10. _____  Electricity: Roommate agrees to pay _____% of the total bill.

(Roommate/Lease holder’s Name) ___________________________ will take the responsibility of paying (electricity provider) _______________ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

11. _____  Telephone: Roommate agrees to pay _____% of the total bill.

(Roommate/Lease holder’s Name) ___________________________ will take the responsibility of paying (telephone provider) _______________ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

12. _____  Newspaper: Roommate agrees to pay _____% of the total bill.

(Roommate/Lease holder’s Name) ___________________________ will take the responsibility of paying (newspaper provider) _______________ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

13. _____  Satellite/Cable Television: Roommate agrees to pay _____% of the total bill.
(Roommate/Lease holder’s Name) __________________ will take the responsibility of paying (satellite/cable provider) ____________ on time and in the correct amount. The payer also agrees to keep all relevant records of payments and is willing to produce receipts upon request.

HOUSE RULES (Possible list that will help to avoid future problems)

14. The following is a complete list of all house rules that the lease holder and the roommate are responsible to follow, as confirmed by both the lease holder and roommate’s initials next to said house rules and each of the lettered options circled accordingly.

15. ____ ____ Smoking: a) will be allowed in any room of the apartment b) will not be allowed whatsoever c) will only be allowed in the following rooms ________________________________.

16. ____ ____ Alcohol: a) will be allowed without restriction b) will not be allowed whatsoever c) will only be allowed under the following conditions ________________________________.

17. ____ ____ Parties, gatherings, and celebrations: a) are allowed without consent of other roommates b) need to receive consent from roommates.

18. ____ ____ Quiet Hours: a) Quiet at all times b) No Quiet Hours c) Quiet Hours between _______ and _______
   M____T____W____Th____F____Sa____Su____(check all that apply)

19. ____ ____ Guests: Do Guests need permission to stay overnight? Yes/No
   How many days can guests stay? No limit/_____ # of nights

20. ____ ____ Personal Property: What property will be considered private in nature? a) all items not in the shared area b) items in each roommate’s bedroom c) no items
HOUSEHOLD DUTIES AND RESTRICTIONS (Possible list that will help to avoid future problems)

21. The following is a complete list of all household duties and restrictions that the lease holder and the roommate are responsible to follow, as confirmed by both the lease holder and the roommate’s initials next to said household duties and restrictions and each of the lettered options circled accordingly.

22. Cleaning: a) Each roommate is responsible to clean up after own mess and general areas are shared responsibility  b) chores will be divided as follows

23. Pets: a) all pets are permitted on premises so long as they are reasonable  
b) pets are totally banned from premises  c) Only the following pets are allowed

24. Living Arrangements: How will the rooms be allocated?  
   Lease holder (name) _______________ gets room next to _______________
   Roommate (name) _______________ gets room next to _______________

25. Damages: Will the lease holder and roommate seek mediation in the case of a disagreement of damages? Yes/No

TERMINATION OF TENANCY

26. Can the lease holder terminate the roommate’s tenancy? a) No   b) Yes under the following conditions (check all that apply):

   ____ Failure to pay rent
   ____ Failure to pay household expenses
   ____ Violating an obligation under this agreement
   ____ Other: ________________________________