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Roommate Agreement

Alabama

This Roommate Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Roommate 1: _____

Roommate 2: _____

Roommate 3: _____

Roommate 4: _____

Roommate 5: _____

Roommate 6: _____

Collectively, all parties referenced above may be referred to as the "Roommates." Singularly, any party may be referred to as "Roommate." The Roommates will be co-tenants at the following address:

_____

This Agreement is entered into by all parties referenced above as a legally-binding understanding of the rights and responsibilities of the Roommates. This Agreement is not designed to subvert the rights and responsibilities of the Roommates with regard to any third parties, including the landlord, utility companies, or any other party not subject to this Agreement to whom the Roommates may be contractually bound in any way.

Article 1 - INCORPORATION OF LEASE:

All the Roommates agree to comply with the terms of this Agreement as well as any additional signed lease required for the premises. If any Roommate breaches the lease, it shall be considered a breach of this Agreement as well. If there is any conflict between this Agreement and the lease, the lease shall control.

Article 2 - TERM:

This Agreement will begin on the _____ and end on _____. After this time period, the Roommates will have the ability to renew this Agreement in writing for a new term.

Article 3 - TERMINATION OF AGREEMENT:

If any Roommate would like to terminate this Agreement prior to the expiration of its natural term, or within the confines of an open-ended term, that Roommate must discuss such termination with each of the other Roommates. The Roommate may be permitted to terminate this Agreement early, subject to finding a replacement for the premises and subject to the remaining terms and conditions in this Agreement, but early termination and dismissal of the responsibilities contained within this Agreement is subject to the consent of each of the other Roommates.

Article 4 - SECURITY DEPOSIT:

The entirety of the security deposit for the space the Roommates are renting is as follows: $2 (two US dollars).

The payment of the security deposit will be split equally between the Roommates. As such, each Roommate will contribute the following amount: $0.33 (thirty-three cents). If the security deposit is returned at the end of the lease term in full, the Roommates will split the security deposit evenly once again and each take their share. If the security deposit is returned less any sum for unpaid rent and/or damages, the Roommates will split the remaining amount equally amongst themselves. No Roommate will be held responsible for any excess share of the damages, unless it has been specifically agreed to by all of the other Roommates in writing prior to the expiration of the lease term.

If any Roommate has caused specific damage to the property or failed to pay rent, the other Roommates together may decide to withhold that portion of the security deposit

from the damage-causing Roommate and do not need the damage-causing Roommate's permission to do so.

Article 5 - RENT:

The entirety of the monthly rent for the space the Roommates are renting is as follows: $2 (two US dollars). The rent is to be paid in full to the landlord on the following day of each month: 1st. The following Roommate will be responsible for ensuring rent is delivered properly to the landlord each month and for obtaining a rent receipt so that each of the other Roommates know the rent was paid: _____. If any of the Roommates do not pay their portion of the rent by the date it is due, that Roommate will be responsible for any late charges assessed or any further consequences thereof.

The payment of the rent will be split equally between the Roommates.

Article 6 - UTILITIES:

The payment of the utilities - no matter what utilities the Roommates utilize in their living space - will be split equally between the Roommates. Examples of such possible utilities include, but are not limited to: gas, water, electric, telephone, and/or internet.

The following person will be responsible for managing and getting paid the utilities each month: _____.

Article 7 - EARLY MOVE-OUT:

Roommates that have signed the lease are not permitted to terminate their stay in the dwelling without the possibility of financial consequences, including potentially paying out their share of the rent for the remainder of the lease.

Roommates that are not on the lease hereby agree to give the other Roommates 60 days' written notice in case of move-out. During the 60-day notice period, the Roommate moving out hereby agrees to pay their portion of the rent as well as utilities for the entirety of the 60-day period, whether or not the actual date of departure is 60 days out or a new Roommate moves in.

The Roommate moving out hereby agrees and acknowledges that it is their responsibility to find a replacement Roommate. The other Roommates, as well as the landlord, shall have final approval over the replacement Roommate. The new

Roommate must also sign this Agreement, as well as contribute a portion to the security deposit for the dwelling, which portion will go immediately to the departing Roommate. If a replacement Roommate cannot be found, the departing Roommate may not receive their portion of the security deposit back until the natural termination of the lease, and may not be released from any rights and responsibilities with respect to this Roommate agreement.

Article 8 - BOUNCED CHECKS:

If any Roommate pays via check and the check is drawn on insufficient funds, that Roommate will be responsible for all damages that result from these insufficient funds including, but not limited to, late fees and any other miscellaneous fees.

Article 9 - COMMON RULES:

RESPECT: Roommates agree generally that they owe each other a duty of respect, and that they hereby agree to treat each other with respect. This includes respect for other Roommate's privacy, as well as consideration for the needs and wants of the other Roommates.

OVERNIGHT GUESTS: Although the Roommates understand that from time to time overnight guests will be staying at the dwelling, this privilege may not be abused. Overnight guests are not permitted to become de facto tenants, whereby they utilize the benefits of any of the other Roommates but are not paying rent.

COMMON AREAS: Roommates are expected to take shared and equal responsibility for keeping the common areas of the dwelling clean, in good repair, and livable. Roommates are expected to clean up their own messes and expected to clean up after any guests, overnight or otherwise, that they may have.

PETS: Certain pets may be allowed in the dwelling, but only if prior consent is received from each and everyone one of the Roommates. If any one of the Roommates does not agree to a pet in the dwelling, the pet will not be permitted.

ILLEGAL ACTIVITY: No illegal activity of any kind will be permitted in the Roommates' dwelling. If any Roommate is found to be engaging in illegal activity, that Roommate will be subject to termination of this Agreement and forced vacation of the dwelling.

QUIET TIMES: The Roommates will be expected to maintain relative quiet at

reasonable hours, such as during late night hours and early morning hours. Additionally, if any of the Roommates needs specific quiet at any specific times, that Roommate will touch base with the other Roommates to find out if quiet may happen. Each of the Roommates will be reasonable about respecting the other Roommates' need for quiet.

Article 10 - WAIVER:

Explicit or implicit waiver by any Roommate of any term of this Agreement on any occasion shall not waive the right to enforce that term in the future. Explicit or implicit waiver of any term of this Agreement shall not be considered waiver of any other term.

Article 11 -

Article 12 - DISPUTES:

If any of the Roommates should find themselves in dispute or disagreement about the terms of this Agreement or any other matter pertaining to the living situation between the Roommates, the Roommates agree to initially try to resolve the dispute amongst themselves to the best of their ability. If self-resolution fails, the Roommates agree to turn to non-binding mediation through a neutral third party that is agreed upon by all parties.

In the case of any possible legal action, the Roommates agree that this Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal laws. All Roommates consent to jurisdiction under the state and federal courts within the state of Alabama.

EXECUTION:

Name of Roommate:_____

Signature:_____

Date:_____

Name of Roommate:_____

Signature:_____

Date:_____

Name of Roommate:_____

Signature:_____

Date:_____

Name of Roommate:_____

Signature:_____

Date:_____

Name of Roommate:_____

Signature:_____

Date:_____

Name of Roommate:_____

Signature:_____

Date:_____