

HAWAII ROOMMATE AGREEMENT

On _____, 20_____, [date of agreement] we, the tenants named below, signed a lease agreement for the residential property at the address listed below. By entering into this roommate agreement, we hope to ensure that rental responsibilities will be understood and shared by all roommates as described in this agreement.

This Roommate Agreement (the "agreement") is made by and between _____, _____, and _____, [the roommates] for the residential property at: _____ [property address].

We are entering into this agreement in order to identify the rights and responsibilities of each tenant during the course of the lease agreement.

This agreement runs concurrently with the lease agreement for the residential property, which is effective from _____, 20_____ to _____, 20_____ [term of master lease].

1. SECURITY DEPOSIT: The total security deposit amount that we paid the landlord for the residence as required by the lease agreement is \$_____ [security deposit in master lease], which was paid to _____ ["the landlord" or name of roommate] on _____, 20_____ [date of security deposit payment]. Individually, we each paid a portion of the security deposit as follows:

| | |
|----------------------------|---------------------------|
| _____ [roommate's name] | \$ _____ [amount paid] |
| _____ [roommate's name] | \$ _____ [amount paid] |
| _____ [roommate's name] | \$ _____ [amount paid] |

Each roommate will receive his/her share of the security deposit if and when the landlord returns it after the lease term ends. Any deduction(s) from the deposit by the landlord shall be withheld from all of the roommates in proportion to the amount of deposit that he/she paid. However, any damage to the residence caused by a particular roommate or roommates shall be charged only to the roommate(s) who caused the damage.

*****Please note that this Agreement does not supersede the lease or any other agreement that tenants may have with the landlord. The landlord is not bound by this Agreement and is not obligated to enforce its terms*****

2. RENT: Under the terms of the lease agreement, the total rental amount due each month to the landlord is \$_____ [monthly rental amount due for each roommate].

Each roommate shall pay the following amount:

| | |
|---------------|----------|
| _____ | \$ _____ |
| [tenant name] | [amount] |
| _____ | \$ _____ |
| [tenant name] | [amount] |
| _____ | \$ _____ |
| [tenant name] | [amount] |

Rent must be paid in the form of _____ (indicate form, e.g., "cash/check/cashier's check) to _____ [ex: "landlord" or name of roommate]. The rent is due on the _____ (e.g., "first") day of each month.

3. HOUSEHOLD SUPPLIES: A single ledger (with item description, cost, and date of purchase) will be kept listing all household supplies purchased by each roommate. The supplies may include such things as paper towels, toilet paper, cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the home which will be shared by all roommates. The purchaser of household supplies will be entitled to reimbursement from the other roommates.

4. KITCHEN USE AND CLEAN-UP: (check one)

- ☐ - Food expenses will be shared equally by all roommates.
- ☐ - Food will be purchased by each roommate individually.

Food may not be borrowed without the purchaser's approval. Each roommate will have _____ ["separate" if available] storage space for his/her groceries. Roommates may choose to share in meal preparation and clean up. Each roommate will clean up the kitchen after his/her use.

5. PERSONAL PROPERTY: All roommates agree to not use or borrow other roommates' personal item(s) without the approval of the roommate who owns the property. Any exception(s) to this rule will be clearly stated and agreed upon, and the roommate who owns the property retains the right to change his/her mind about sharing his/her property. Any personal property that is borrowed will be used respectfully and returned in the same condition. If any damage is done to a roommate's personal property, the roommate(s) responsible for causing the damage will compensate the roommate who owns the personal property for his/her loss.

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6. CLEANING: (check one)

☐ - Each roommate agrees to share the responsibilities of cleaning and maintaining the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors, cleaning bathrooms, and other duties.

a.) Cleaning Schedule: (check one)

☐ - Each roommate agrees to the attached cleaning schedule (attach cleaning schedule). The schedule indicates when each roommate will complete his/her assigned cleaning and maintenance duties.

☐ - All roommates will work together ["at a designated time"] to clean/maintain the residence.

☐ - A house-cleaner will be hired by the roommates and the costs shall be shared equally.

7. GENERAL TERMS: (The following items have been known to occasionally cause conflict between roommates. If any of the following might become an issue, present a problem, write out any needed additional agreements and attach.)

☐ - Smoking/alcohol/drugs: _____

☐ - Parking: _____

☐ - Overnight guests: _____

☐ - Cleanup after parties/guests: _____

☐ - Music/Sound: _____

☐ - Behavior of guests: _____

☐ - Keys: _____

☐ - Shared areas (bathrooms): _____

☐ - Quiet hours for studying and sleeping: _____

8. GOVERNING LAW: This Agreement shall be governed under the laws in the State of Hawaii.

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9. UTILITIES:

The following services have been arranged and paid for as follows:

| Item | Account in Name of | Amount of Deposit | Deposit Paid By | How Bill Shared | Name Roommates Responsible for payment |
|-------------|--------------------|-------------------|-----------------|-----------------|--|
| Gas | | | | | |
| Water | | | | | |
| Electricity | | | | | |
| Garbage | | | | | |
| Cable TV | | | | | |
| Internet | | | | | |
| Other | | | | | |

10. ADDITIONAL TERMS AND CONDITIONS:

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This Agreement represents the complete and final understanding of the roommates' intent. All preliminary discussions and negotiations by the roommates are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all roommates.

We, the undersigned, agree to the above terms.

Signature: _____ **Print Name:** _____ **Date:** _____

Signature: _____ **Print Name:** _____ **Date:** _____

Signature: _____ **Print Name:** _____ **Date:** _____

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