ROOMMATE AGREEMENT

This Roommate Agreement is made by the following parties (hereafter “the Roommates”) for the rental property located at **1135 11th St., Unit 8, Boulder CO, 80302** (hereinafter “the Residence”) for the time period from **August 1st, 2014** to **July 31st, 2015**. The total amount of rent for the Residence each month is **$4,200.00** and the Roommates also have previously paid a security deposit to the landlord of **$8,400.00**. The Roommates agree that they are each responsible for their proportionate share of rent and security deposit as follows:

|  |  |  |
| --- | --- | --- |
| **ROOMMATE** | **Amount of Rent Obligation** | **Security Deposit** |
| Albert Gresto | $1,100.00 | $2,100.00 |
| Kristofer Holmquist | $1,050.00 | $2,100.00 |
| Richard Fletcher | $1,050.00 | $2,100.00 |
| Michael Lumley | $1,000.00 | $2,100.00 |

All Roommates understand that they are all jointly responsible for the lease obligations and that, by law, any one of them may be held individually responsible for the total amounts owed under the lease. Therefore agree that should one Roommate pay any amount in excess of his/her proportionate share as outlined in this Agreement, that Roommate shall have the right to collect from the other Roommates their proportionate share of any such excess amount. Any deductions from the deposit shall be shared by all the Roommates equally unless otherwise agreed upon below; however, the cost of any damage caused solely by one of the Roommates or a Roommate’s exclusive guest which is deducted from the security deposit shall be the sole responsibility of that Roommate. The Roommates agree to share equally any additional common costs and expenses for the Residence, such as cleaning supplies, sundries, etc.

The Roommates further agree to the following terms, rules, and conditions of the Residence:

LATE FEES: Any Roommate who is late paying rent is solely responsible for payment of any late fees assessed and agrees to reimburse the other Roommates for such late fees. Similarly, if any Roommate pays rent by check which is returned by the bank will be solely responsible for payment of any fees or charges assessed by the bank and/or landlord and agrees to reimburse the other Roommates for such fees and charges.

UTILITIES: Roommates agree to pay for all utilities in an equal share. Roommates agree that cable, satellite, and/or high-speed internet charges shall be apportioned as follows:

**Cable/Satellite**: Anything purchased through Comcast (e.g. a movie) will be charged to the Roommate who made the purchase, unless a separate agreement is made between the Roommates at the time of purchase.

REPAIRS AND/OR MAINTENANCE: The cost of any routine maintenance or repairs during the lease shall be shared equally by the Roommates. However, the cost of repairs for damages caused solely by one of the Roommates or a Roommate’s exclusive guest shall be paid only by that Roommate.

REPLACEMENT ROOMMATES: If a roommate elects to leave before the end of the lease term, it is primarily that roommate’s responsibility to find a replacement, however the remaining roommates will also use good faith efforts to assist in locating a replacement roommate. The departing roommate will continue to be responsible for his/her share of the rent until the replacement roommate starts paying rent. The remaining roommates will have the right to approve of the replacement roommate, but agree not to unreasonably withhold approval. The departing roommate also agrees to obtain the landlord’s written approval for the change of roommates.

GROUND RULES: The Roommates also agree to the following Residence ground rules:

Food: Food will be bought and stored (individually or collectively): individually.

General Standard of Cleanliness: Roommates will keep common areas of the Residence (including but not limited to the kitchen, living room, bathrooms, etc.) clear of trash and personal belongings that the other Roommates object to.

NOISE LEVELS/STUDY TIME: Roommates agree that during exams/finals and preparation for exams/finals, they will be especially aware of noise levels and will take into consideration each Roommates’ exam/final schedule and study times. Any Roommate(s) who create noise for which a citation is issued by law enforcement shall be responsible for paying any fines and costs ordered by the court

PARTIES: Roommates agree that any fines resulting from violating city ordinances or the original lease agreement will be the sole responsibility of the Roommate or Roommates who are hosting the party and/or committed the violation to pay the full amount of said fine.

PRIVACY: Roommates agree that they will respect the privacy of each Roommate and will not enter the respective bedroom or borrow any personal items of another Roommate without first obtaining the Roommate’s permission.

PETS: Roommates may have pets only if agreed upon by all Roommates. Each Roommate who has a pet shall be responsible for any damage caused by his or her pet, including but not limited to damages to furniture, carpet, doors, lawn, blinds, etc. The Roommate who owns the pet agrees to reimburse the other Roommates for any monies withheld from the security deposit for any damage or expense caused by his or her pet.

MOVE-OUT CLEANING: Roommates agree to participate equally to the extent possible in the final cleaning of the Residence at the end of the lease. Any Roommate who does not participate in the final cleaning, unless otherwise provided herein, agrees to pay the other Roommates **$300.00** for the time spent in the final cleaning, which amount shall be paid by each non-cleaning Roommate(s) and divided equally among the Roommates who did the final cleaning work.

Should any of the Roommates move out of the Residence prior to the end of the lease, that Roommate shall, prior to moving out: 1) provide a valid forwarding mailing address to the remaining Roommates; 2) pay any outstanding charges or fees for which that Roommate is solely responsible; 3) make arrangements to either return to assist in the final cleaning and/or payment of the final cleaning costs; 4) make arrangements for storage of their property/furniture outside the Residence, and; 5) document (including pictures) the general condition of and any obvious damage to the Residence and, in particular, to their specific room.

Any modification to this Agreement must be in writing, signed by all the Roommates.

We, the undersigned Roommates agree to the following: 1) We have read and agree to the terms set forth above; 2) The electronic signatures below bind each Roommate to the terms set forth above, just as a signature, in writing, would; 3) Upon arrival at the Residence, each Roommate will, in writing, sign their name; 4) This document is voided unless all four Roommates below have signed this ROOMMATE AGREEMENT.

|  |  |
| --- | --- |
| **Roommate** | **Date (electronic signature; signature in writing)** |
| Albert Gresto: ALBERT GRESTO | 07/08/14; |
| Kristofer Holmquist: | ; |
| Richard Fletcher: | ; |
| Michael Lumley: | ; |