

Roommates' House Sharing Agreement

"Premises" shall refer to <Address>, VA

"House Manager" shall refer to John Doe

"Tenant" shall refer to James Murray.

"Agreement" Shall refer to this House Sharing Agreement

This agreement consists of six pages

This agreement is made by and between the tenants who agree to cohabit at the Premises at <Address>, VA. One Tenant has agreed to serve as House Manager to aid in the administration of house affairs. All tenants agree to be bound by terms of house lease with owner.

1. House Manager: Tenant agrees to recognize John Doe as House Manager and abide by his direction and decisions per the conditions of this agreement.

2. Powers of House Manager:

- assign rooms or change room assignments
- order house repairs, improvements, modifications, or maintenance
- assign and collect payments for rent, expenses, and bills from other tenants
- determine & levy fines/penalties against tenants for late payments, bounced checks, collection costs, damage to premises, neglect, or failure to abide by the terms of this house sharing agreement.
- invite new tenants to move into house
- expel any tenant from house after providing 30 day notice to tenant
- order the cleaning of any room of house or outside of property.
- direct move-in & move-out activities, including compilation of final expenses due from exiting tenant
- collect security deposits from tenants and return any deposit money due to tenants
- withhold all or part of a security deposit
- charge any tenant for labor provided on tenant's behalf if tenant fails to meet the terms of this agreement.

3. Term of House Sharing Agreement: The term of this agreement shall commence on September 1, 2016 and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall expire on August 31, 2017. If, by or before August 1, 2016 Tenant wishes to not renew his House Sharing Agreement for the coming 12 month term beginning on September 1, 2017, he must submit to House Manager notice 30 days in advance of the end of the current House Sharing Agreement Term (on or before August 1, 2017) of his intention to not renew his House Sharing Agreement. If Tenant fails to notify House Manager on, or prior to, August 1 of any House Sharing Agreement Term of his intention to not renew, Tenant agrees to pay to House Manager the full amount of rent and utilities on his former room by 10:00 am on September 1, 2016, including any rent or utility increases. Tenant further agrees to pay to House Manager, by 10:00 am on the first day of each succeeding month, for up to three months, the full amount of monthly rent and utilities on his former room, including any rent or utility increases, until such time as House Manager and other tenants can find a new tenant for the room.

4. Monthly Payments Due: Tenant is responsible for paying, by 10:00 am on the first day of each month, his monthly share of the rent & Utilities/House Expenses (as indicated in section 7 below) plus an estimated utilities & services payment of \$120 (see section 14). In addition, any payments for House Supplies (section 15), New Repairs & Improvements (section 16), or Damage Repairs (section 17), as well as overages on actual bills versus estimated (see section 14), billed during the prior month will also be due at 10:00 am on the first day of the month.

5. Failure to Make Monthly Payment(s): During the period of the Agreement Term, if any housemate or housemates fail to pay their rent and/or other payments on time, remaining housemates agree to equally contribute their own money to make-up the full amount of remaining unpaid rent and/or payments due to Property Manager by the 5th of the month, money to be reimbursed to contributing housemates if and when funds can be appropriately collected from the delinquent housemate or housemates.

6. Maintain a Local Bank Account: Tennant agrees to maintain a checking account at a local bank with a retail location in Clarendon/Ballston/Courthouse neighborhood for the purpose of paying rent to PNC House Account. Tenant agrees to, within ten days of moving into the house, set-up an automatic debit to the PNC House Account for paying monthly rent, bills and expenses so that funds are available in the PNC House Account on the morning of the first day of each month. Tenants may also deposit funds directly to PNC house account as long as those funds are available by 10am on the first day of each month.

7. Payment of Rent & Utilities/House Expenses: Tenant agrees to pay to House Manager a total of \$14,952.00 between the first day of this lease (September 1, 2016) and the first day of the last month of this lease (August 1, 2017) in monthly installments of \$1,246.00 for his agreed-upon portion of Rent and Utilities/House Expenses for the room commonly referred to as the:

Middle Bedroom by Master. Monthly payments of \$1246 to be made prior to 10:00 am on the first day of each month. The following chart shows the breakdown of monthly rent and Utilities/House Expenses, and total monthly payment due each month per room:

(Dollar figures coincide with agreed amount of monthly rent & utilities/house expenses)

- a. 2nd Floor Front Bedroom-
- b. Middle BR by Hall Bath-
- c. Middle BR by Master- **\$1126 [+ \$120 utilities] = \$1246 per month**
- d. 1st Floor Front Bedroom-

Tenant is also granted access to the common areas on the Main Floor & 2nd floors of premises but not to the basement of the premises except to access the washer & dryer if a washer & dryer are not provided on either the 2nd or 3rd floor.

8. Basement Bedroom: The Basement Bedroom is to be rented-out at the sole discretion of the House Manager with the goal of collecting repayment of money previously invested in the house for repairs by House Manager.

9. Basement Bedroom Revenue: Tenant agrees that all revenue collected for the Basement Bedroom, other than money for utilities/house expenses, is the property of House Manager, and that all decisions as to when and how this revenue will be used or spent will be determined by the House Manager at his sole discretion. No promises are made or implied in this agreement as to how and when revenue will be spent, or for what purpose, and there is no promise made that all or any of the revenue will be used for any purpose during the term of this agreement.

10. Rent Increase: Future increases in rent will not take place prior to the end of this lease term. Tenant agrees that any increase in rent will increase each tenant's rent cost proportionately (i.e. a 5% increase in the total rent would consequently raise each tenant's rent by 5%). For reference, on September 1, 2004, 2005, 2006, 2007, and 2008 room rental prices were raised by 5% per year, in 2012 the rental prices went up 12.24%, on September 1, 2015 rental prices went up 3.6%, and for September 1, 2016 rental prices have gone up 15.8%.

11. Late Fees and Interest: Tenant agrees to pay to House Manager, within 5 days of being billed, a late fee of \$150 for each instance that tenant fails to pay all or part of his rent on time to House Manager plus interest on any unpaid balances at a periodic rate of 1½% per month. Tenant further agrees to pay to House Manager, within 5 days of being billed and for each instance, a late fee equal to 6% of late balance for any other assessments under this agreement which tenant fails to pay all or part of on time to House Manager, plus interest on any unpaid balances at a periodic rate of 1½% per month.

12. Insufficient Funds: Tenant agrees to pay to House Manager, within 5 days of being billed, the charge of \$50 for each check or electronic payment provided by tenant under this agreement that is returned for lack of sufficient funds.

13. Collection Costs: If Tenant fails to make timely payment of any debts owed under this agreement, including any fees assessed by House Manager, and it becomes necessary for House Manager to institute collection or legal proceedings to recover any amounts due under this agreement, Tenant agrees to pay all of House Manager's costs associated with such collection and/or legal proceedings including reasonable attorneys' fees and costs, in addition to all other awarded relief.

14. Monthly Utilities/Services: Tenant agrees to pay \$160/month to house account by the first of each month toward paying the following bills, regardless of whatever other additional utilities he opts for individually:

- a. Maid service – up to \$150 per month (monthly estimate \$135) includes \$10/mo. for Holiday Bonus
- b. Cable TV/Internet – up to \$250/month (monthly estimate \$145)
- c. Electric –up to \$900 per month (monthly estimate \$265)
- d. Water/Sewage/Trash –up to \$1500 per month (monthly estimate \$95)

In addition, tenant agrees to pay directly to House Manager, within 14 days of being billed, 25% of the overage for any bill which exceeds the total monthly estimated amounts listed above. Each tenant is expected to participate equally in mowing the lawn at house premises. If a lawn service is hired to perform this task for us, each tenant agrees to pay an equal share of the cost to pay for this service, which would be approximately \$90/month total.

15. House Supplies: Tenant will pay, when billed and within 30 days, **20%** of the cost for the following:

- a. Cleaning solvents, detergents, and cleaning supplies
- b. Liquid hand soap
- c. Toilet paper, paper towels, trash bags
- d. Light bulbs
- e. Plastic wrap and aluminum foil
- f. HVAC filters
- g. Supplies for patio & yard maintenance

16. New Repairs and Improvements: Tenant will pay, when billed and within 30 days, **20%** of the cost for any repair or improvement expenses ordered by House Manager.

17. Damage to Premises: Tenant will pay the full amount, when billed and within 30 days, of any charges assigned to him by House Manager for repairs undertaken to correct any damage or modifications to premises caused/performed by Tenant or one of Tenant’s guests. The playing of any form of beer pong, flip cup, drinking games which employ the use of a ping pong ball, or any other wet drinking games of any kind are strictly forbidden inside the house and violations of this rule will be severely punished with heavy fines and possible expulsion from the property by House Manager.

18. Forbidden Items: Tenant agrees to refrain from bringing any of the following items onto this property, inside or outside the house, and further agrees to prevent any guests from doing the same:

- a. Tobacco products of any kind and/or other smoking products or related paraphernalia
- b. Illegal drugs or other illegal substances, or related paraphernalia
- c. Firearms of any kind, Bows/Crossbows of any kind
- d. Any pets or other animals

19. Personal Property: Property of any tenant is not to be used, consumed, or removed from the premises by any person without the full knowledge and consent of the owner of said property. Tenant is advised that the House/Premises is/are provided unfurnished. Any belongings in the house that do not belong to Tenant are the property of House Manager or other tenants. Any personal property being offered for community use must be used by Tenant with great respect and care for its long term upkeep, especially kitchen items and house furniture. Misuse, abuse, or theft of personal property will be met with fines to cover repair or replacement cost of items; if items are part of a set, replacement of entire set will be required. There is no “house property” and no items are provided for the purpose of careless abuse or destruction by members of the house. There are no “abandoned” items in house to be used as if trash-picked. (Examples of stupid behavior from the past: clunkers on couch, sweat on upholstery, table foot tearing-up floor, disappearing Tupperware, beat-up blender, forked frying pans, “borrowed” beach chairs, forks or knives as screwdrivers, vanishing screwdrivers & allen wrenches, missing sports equipment, umbrellas, laundry detergent)

20. Noise Control: Stereos, televisions, and other noise making devices must be used with respect for other tenants and our neighbors. Loud conversations must be kept-in-check as well. If tenants are trying to sleep or pursue other quiet activities, they deserve to have a reasonable level of peace and quiet. Every effort must be made to respect each other’s rights in this regard. A simple request to be “more quiet” should be all it takes to solve a noise problem. Band rehearsals, or the playing/practicing of non-head-phonned / non-silenced instruments are not to take place at the house.

21. Thermostat: The HVAC system in the house was originally installed in 1967 and has received updates since then, but tenants must recognize that not every room in the house can be heated or cooled to the exact specifications of each tenant. Middle bedrooms in the center of the home will be easiest to cool and heat and are the most comfortable. Rooms on either end of the house, with many windows, are likely to be slightly warmer in summer and slightly cooler in winter. The House

Manager will set the thermostat in all cases and if a tenant wishes to discuss changing the settings on the thermostat he must contact House Manager. At no time may tenants adjust the thermostat on their own. Every effort must be made to conserve energy through careful management of temperature settings. On days and nights when the outside temperature is comfortable, the thermostat should be turned-off and windows opened to bring in comfortable outside air. The use of window fans to bring in outside air is encouraged.

- 22. House Maintenance:** All tenants are equally responsible for regularly completing house chores, including:
- a. Mowing & edging of the lawn; tree & shrub trimming; weeding of patio/sidewalks/walkways/driveway
 - b. Clearing, sweeping & snow shoveling of walkways, steps, and patio (as needed)
 - c. Cleaning of the roof and downspouts. (one time per year, per tenant)
 - d. Taking-out trash & recyclable items for disposal each Tues. evening, and returning containers on Wed.
 - e. Grouting and caulking of tub and tile (TBD)
 - f. Periodically cleaning basement walls. (one time per year, per tenant)
 - g. Other chores assigned by House Manager

House chores will be scheduled by House Manager and tenants are expected to perform their chores per the schedule. Responsibilities for handling the disposal of trash & recycling will be handled on a monthly basis per the schedule laid-out by House Manager. Each tenant will have 2 or 3 months per year when they bear sole responsibility for the proper management and disposal of the trash and recycling in the house, per House Manager's instructions.

23. Maid: Tenant agrees, for the entire term of this House Sharing Agreement, to provide full and complete access to his bedroom and common areas to allow the Maid or House Manager to perform cleaning/organizing/sanitizing duties per the House Manager's discretion and direction.

24. Restricted Items: Tenant agrees that the use of space heaters, window-unit air conditioners, mini refrigerators, kegeridges, and Foreman-style grills is prohibited at the house.

25. House Meetings: Tenant agrees to attend House Meetings when scheduled or rescheduled by House Manager to conduct house business. House Manager has currently scheduled three house meetings for the 2016-2017 term:

7:00pm Tuesday September 6, 2016 to discuss kitchen upkeep and trash/recycling procedure

7:00pm Monday March 13, 2017 to discuss summer maintenance and lawn mowing schedule

7:00pm Monday July 31, 2017 to pay final rent and discuss details of end of House Sharing Term and Move-Out Procedure

Other meetings will be scheduled by House Manager as needed.

26. Communication with House Manager: Tenant must contact House Manager immediately, day or night, on House Manager's mobile phone XXX-XXX-XXXX in the event of any house emergency including, but not limited to, accidents of any kind, plumbing leaks, roof leaks, floods, malfunction of appliances, any damage to premises, intrusions, trespassers, incidents of police involvement, or complaints from or disputes with any neighbors.

27. Move-Out Terms: Per the following House Move-Out Terms, Tenant agrees to:

- A. Provide 30 days or more written notice, prior to the end of lease term, of his intention to not renew his House Sharing Agreement for another year. Notice to be posted on mirror by front door and on House Manager's bedroom door.
- B. Pay his final month's rent & final month's \$120 estimated bills in full and no later than the first of the month.
- C. Complete and submit to House Manager Tenant's USPS mail forwarding form.
- D. Make his bedroom available to House Manager and other tenants for the purpose of showing the room to prospective tenants. House Manager will need to show Tenant's room to prospective tenants and will try to inconvenience Tenant as little as possible. House Manager will do his best to alert current Tenant to upcoming tours ahead of time, but as Tenant knows from previous house searches, it is not always feasible to give advanced notice of visits from prospective tenants and when prospective tenants make themselves available we need to show them the rooms.
- E. Be diligent in properly maintaining the premises of the home, and leave Bedroom, Kitchen, Bathroom, Living Room, and other house premises in a tidy and hygienic manner throughout the final month of Tenant's lease. This is especially important now because prospective tenants will need to view our home, and specifically Tenant's room, during their visits. Failure to maintain

clean, orderly, sanitary conditions in one's bedroom or in the common areas will result in fines. In addition, House Manager may order a maid take care of cleaning areas for tenant and the cost will be passed-on to the tenant.

- F. Return his room and house living areas to the way he found them and to change-back any modifications he has made to his room or other areas of house premises, or pay to the House Manager the cost, as determined by House Manager, to perform these tasks for him to the reasonable specifications and standards set by House Manager.
- G. Settle-out and pay completely his portion of all bills and house expenses owed to House Manager or other members of the house, prior to move-out date.
- H. Contact House Manager to set a Move-Out date and set a time to meet with House Manager on Move-Out date to do a final inspection of Tenant's cleaned-out and cleaned-up bedroom, confirm settlement of all final bills, and turn-in all Tenant's house keys. House Manager may assign a move-out date and meeting time for tenant if tenant fails to contact House Manager prior to three weeks before desired move-out date. Tenant agrees to return House Manager all keys (and copies of keys) to premises at or prior to 11:59:59 pm on the last day of this House Sharing Agreement Term or pay a fine of \$150.
- I. Completely move-out all of his belongings from the property located at <Address>, VA by the scheduled date & time approved or assigned by House Manager. This includes cleaning all belongings and/or trash from bathrooms and common areas, cleaning-out & wiping down kitchen cabinets, refrigerator, and freezer.
- J. Leave his living areas reasonably clean after moving his belongings out of the house, and agrees to do a final sweeping of bedroom and closet on Move-Out Date after his belongings have been removed from Bedroom.

27. Expulsion: Violation of any of these agreed-upon terms is grounds for expulsion from the house by House Manager.

28. Construction and Severability: If any of the provisions of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

I have read and understand the above house sharing agreement for living at <Address> VA, and I agree to be bound by these terms:

Tenant	Date

As Witnessed by other tenant(s):

Signature	Printed Name	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please provide contact information for family members, friends, and employers who we should contact in the event of an emergency:

NAME: _____

ADDRESS: _____

TEL: _____

EMAIL: _____

RELATION: _____

NAME: _____

ADDRESS: _____

TEL: _____

EMAIL: _____

RELATION: _____

NAME: _____

ADDRESS: _____

TEL: _____

EMAIL: _____

RELATION: _____

NAME: _____

ADDRESS: _____

TEL: _____

EMAIL: _____

RELATION: _____