**Co-Tenancy Agreement**

This agreement was reached on the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between (among) the following persons:

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rent amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rent amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rent amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rent amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have agreed to rent a townhome at \_\_\_\_\_\_\_\_\_\_\_\_\_ for a term lasting from \_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_ at a total monthly rental of $\_\_\_\_\_\_\_\_\_. We have a lease with the landlord. A copy of all written agreements with the landlord is attached. A security or damage deposit totaling $\_\_\_\_\_\_\_\_\_\_ was paid to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, owner or manager of the dwelling.

WE AGREE THAT:

1. **Lease and Rules:** Each co-tenant agrees to abide by the terms of any lease or agreement entered into with the landlord, and by all rules, and conditions set out in the lease or in any other document and the local laws and ordinances where the dwelling is located. (Attached is a copy of any rules, regulations, and conditions provided by the landlord.)

2. **Rent**: Each co-tenant agrees to pay his/her share of the rent as set forth in the first paragraph of this contract and also paragraph #11 of this agreement. Rent shall be paid by each tenant through the duration of the lease unless otherwise specified through termination (see paragraph #4).

3. **Expenses**: Each co-tenant agrees to pay \_\_\_\_\_\_\_\_\_\_\_\_\_ of the following expenses in relation to renting the dwelling including utilities (electricity, gas, garbage, water), damage for which no single co-tenant can be blamed, general maintenance and upkeep (includes required carpet cleaning), and repairs and improvements (subject to paragraph 9 below).

4. **Terminating Tenancy**: Each co-tenant agrees to remain a resident of the premises during the full term of the tenancy with the landlord, and to continue to pay his/her share of all of the payments under this agreement unless either of the following conditions occurs:

 a. The co-tenant (to be called from now on in this agreement "the old tenant"), at his/her own expense, locates another tenant (to be called from now on in this agreement "the new tenant") to take over the old tenant's share. The new tenant will not be permitted unless the new tenant is acceptable to all the other cotenants. The new tenant must sign all copies of this agreement he/she is asked to and be bound by the terms of this agreement.

 b. The other co-tenants agree in writing to release the old tenant from this agreement.

5. **Damage Claim**: Each co-tenant is responsible for his/her proportionate share of any claim for damages made by the landlord.

6. **Security or Damage Deposit**: The co-tenants agree that their claim to the security deposit or any remainder that the landlord may refund is to be shared pro rata.

7. **Damage by Co-Tenant**: Each co-tenant shall be totally liable for damage he/she causes or is caused by his/her guest or his/her pet, subject to paragraph 10 of this agreement.

8. **Repairs and Improvements**: No repairs or improvements to the dwelling in excess of

$\_\_\_\_\_\_\_\_\_\_\_ shall be undertaken unless unanimously agreed to in writing by the co-tenants.

9. **House Rules**: The co-tenants agree to be bound by the house rules attached to this agreement.

10. **Agreement with Landlord**: This agreement in no way modifies the agreement between the landlord and the co-tenants. This agreement only defines the relationship among or between the co-tenant.

11. **Payments**: If for any reason at all a co-tenant does not pay his/her pro rata share of any of the payments this agreement calls for or if a co-tenant does not pay the rent to the landlord for any reason at all, each co-tenant may have to make up the whole or part of the whole difference. If that difference or part difference is paid by a co-tenant in excess of his/her pro rata share, she is entitled to get that money back from all of the other co-tenants within the next rents due.

14. **Survival**: Even if some party to this agreement breaks this agreement, this agreement shall remain in effect for all parties to this agreement unless released under paragraph 4 of this agreement. This agreement can only be cancelled or changed in writing signed by all co-tenants and all new tenants, but the signatures of old tenants (as that term is used in paragraph 4(a) of this agreement) shall not be necessary. This does not mean that anyone has the right to throw anyone else out of the dwelling without due process.

15. **Cancellation**: All previous co-tenancy agreements between these same parties are cancelled, but any money any party owes any other party under such agreement is still owed. The party who owes such money agrees to pay it to the party she owes it to.

Signatures:

Co-Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_