Home Share Agreement #2:

This is a legally binding agreement. It is intended to promote a successful shared living arrangement by clarifying the expectations and responsibilities of the Homeowner and Tenant when they share the same home. The term "Landlord" refers to the Homeowner. The Landlord shall provide a copy of this executed document to the Tenant, as required by law.

This agreement is entered into on this _____day of _____, 20_____
(Day) (Month) (Year)

Between Parties: Homeowner/Landlord Tenant

_____ _____
(First name) (Last name) (First name) (Last name)

Shared Housing Unit Located at:

_____
(Street)

_____ _____ _____
(City) (State) (Zipcode)

Terms

Length of Agreement: _____Start date:_____End date:_____

Either party must give *thirty (30) days* written notice prior to expiration of lease or lease will continue on a month to month basis with *thirty (30) days* written notice required by either party thereafter. Tenant occupancy begins at *12:00pm* on the first date of lease and ends at *5:00pm* on the last date of lease unless otherwise agreed upon in writing.

Rent Amount

$_____, is payable monthly on the _____day of the month, to_____.
(Homeowner)

Utilities

Rent

- ☐ does include utilities.
- ☐ does not include utilities.

  If rent does not include, utilities bills will be apportioned as follows:

  - Gas/Fuel oil/pellets/wood: Tenant pays_____% of monthly bill.
  - Electricity: Tenant pays_____% of monthly bill.
  - Water/Sewer: Tenant pays_____% of monthly bill.
  - Garbage/recycling: Tenant pays_____% of monthly bill.
  - Phone: Tenant pays_____% of monthly bill.
  - Cable/Internet: Tenant pays_____% of monthly bill.

Conflict Resolution

Each housemate will strive to develop mutual cooperation and respect with all other housemates. Should disagreements arise, each shall try to resolve the dispute in good faith using clear communication. If disputes continue thereafter, the housemates agree to the following methods of conflict resolution:

- Decision by household consensus
- Decision by Homeowner/Landlord
- Mediation by impartial third party
- Decision by household majority vote

Privacy

As required by law, the Landlord may enter the Tenant's room only for the following reasons: (a) in case of an emergency; (b) to make necessary or agreed-upon repairs, decorations, or improvements, supply necessary or agreed-upon services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; (c) when the Tenant has abandoned or surrendered the premises; or (d) pursuant to court order. The Landlord must give the Tenant written twenty-four (24) hours notice of intent to enter and may enter only during normal business hours, except by necessity, cases (a) and (c) above.

Deposits

Security Deposit: paid on_____ amount $_____

Last month's rent: paid on_____ amount $_____

Other refundable deposit (e.g., telephone or utility deposit for payment of bills after Tenant moves out) in the amount of $_____ was paid on_____

- This deposit is refundable within thirty days after the Tenant vacates the premises.
- If any portion of the deposit is deducted, an accounting and verification of the reasonableness of the deduction will be provided to the tenant.

The security deposit may be used for the purpose of repairing damage for which the Tenant is responsible (beyond normal wear and tear), cleaning, or paying unpaid rent or utilities. The Landlord and the Tenant shall conduct a pre-move out inspection of the room (s) BEFORE, the Tenant moves out at which time the Landlord shall inform the Tenant of needed repairs and/or cleaning in WRITING. The Tenant shall have the right to make any repairs identified at the pre-move out inspection at his or her expense before the move out date without deduction from the security deposit. Within 30 days after the Tenant vacates, the Landlord shall return the deposit to the Tenant less any deductions, if any, and the Landlord is entitled to under this agreement. If any deductions are made, the Landlord shall provide the Tenant with a written itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from the deposit.

Other Agreements

_____

_____

_____

_____

_____

_____

_____

Fill out either a) or b) as it applies to your agreement

_____A) Landlord _____will or _____ has provide(d)Tenant with a copy of the Condition of Rental Property Checklist, completed when Tenant first moved in.

_____B) Both Landlord and Tenant will complete attached Condition of Rental Property Checklist within three days of the move-in date.

_____	_____
Tenant (Print)	Landlord (Print)
_____	_____
Signature	Signature