

ROOMMATE AGREEMENT

This agreement is between the co-residents (roommates) on the TAA Lease Contract described below:

Apartment community name _____ Unit no. _____

Street address _____ City College Station, Texas

Owner's name in lease Elektra Investments, LLC

_____ Date of Lease Contract _____

1. **General.** The undersigned are co-residents under the above lease. We understand that this Roommate Agreement is needed because the TAA Lease Contract does not fully address our obligations to each other as co-residents and does not set out our duties to each other in the event any one of us fails to comply with all terms of the lease. Each co-resident agrees that he or she will comply with all terms of the lease and this Roommate Agreement, as follows.

2. **Rent and utilities.** Co-residents will share the expense of the rent and utilities under the TAA Lease Contract as follows:

- Co-resident No. 1's name _____ \$ _____ or _____ % of total rent and utilities
- Co-resident No. 2's name _____ \$ _____ or _____ % of total rent and utilities
- Co-resident No. 3's name _____ \$ _____ or _____ % of total rent and utilities
- Co-resident No. 4's name _____ \$ _____ or _____ % of total rent and utilities

3. **Security deposits.** Each co-resident's share of the security deposit(s) is as follows:

- Co-resident No. 1's name _____ \$ _____ or _____ % of total security deposit(s)
- Co-resident No. 2's name _____ \$ _____ or _____ % of total security deposit(s)
- Co-resident No. 3's name _____ \$ _____ or _____ % of total security deposit(s)
- Co-resident No. 4's name _____ \$ _____ or _____ % of total security deposit(s)

If any co-resident has monies deducted from his share of the total security deposit because of a violation or fault of another co-resident, the defaulting co-resident will reimburse the non-defaulting co-resident for such amount. Any share of such defaulting co-resident's security deposit that is returned by the rental housing owner ("Owner") shall be applied to monies owed by such defaulting co-resident to the non-defaulting co-residents.

4. **Utility connections.** Any separately metered utilities will be connected in the names of the following co-residents:

- Electricity _____ Gas _____ Water/wastewater _____
- TV Cable or Satellite _____ Phone _____ Internet _____

5. **Other shared services.** Other subscriptions or services will be billed in the names of the following co-residents:

- Newspaper(s) _____ Intrusion alarm _____
- Magazine(s) _____ Other (specify) _____

6. **Damages.** A co-resident who causes damage to another co-resident's property or to the property of the Owner shall pay for all such loss or damage.

7. **Failure to pay rent or other sums.** If a co-resident fails to pay his share of the rent or becomes liable to the Owner for fees or charges because of such co-resident's violation, the defaulting co-resident must fully reimburse the non-defaulting co-resident who has to pay money to the Owner because of such default or violation.

8. **Conduct.** If any co-resident fails to comply with the lease or this agreement and that failure causes any economic or property damage(s) to a non-defaulting co-resident, the defaulting co-resident must fully compensate or reimburse the non-defaulting co-resident for such losses. Each co-resident will respect the rights of other co-residents. No co-resident will borrow or consume property of another co-resident without permission of that other co-resident.

9. **Moving out early.** If any co-resident moves out early in violation of the TAA Lease Contract, such co-resident will be in default of the lease and will be subject to all lease remedies available to the Owner. The defaulting co-resident and remaining co-residents are still jointly and severally liable to the Owner for all rent due under the lease throughout the remainder of the lease term. By signing this Roommate Agreement, any defaulting co-resident agrees to continue to pay his share of rent and/or utilities to the remaining co-residents, unless a replacement co-resident acceptable to all co-residents and the Owner is found.

10. **Replacement co-residents.** If a co-resident moves out early, a replacement co-resident can assume the original co-resident's responsibilities under the TAA Lease Contract and this agreement, ONLY if: (1) the replacement co-resident is acceptable to the Owner and the remaining co-residents; and (2) the replacement co-resident agrees to the terms of the lease, this Roommate Agreement and any other lease addenda that Owner may require. The co-resident moving out early will continue to be liable to all co-residents under the Lease Contract for his share of the rent and other sums due if the replacement resident fails to pay.

11. **Emergency contact information for Co-resident No. 1** (co-resident's name _____):

Parent names _____

Home address _____ Email _____

Phone numbers at work, home, cell _____

12. **Emergency contact information for Co-resident No. 2** (co-resident's name _____):

Parent names _____

Home address _____ Email _____

Phone numbers at work, home, cell _____

13. **Emergency contact information for Co-resident No. 3** (co-resident's name _____):

Parent names _____

Home address _____ Email _____

Phone numbers at work, home, cell _____

14. **Emergency contact information for Co-resident No. 4** (co-resident's name _____):

Parent names _____

Home address _____ Email _____

Phone numbers at work, home, cell _____

15. **Guarantors.** This Roommate Agreement is also for the benefit of any guarantor of the TAA Lease Contract, i.e., if a guarantor is required to pay the Owner any sum because of a lease violation or fault of a co-resident, that co-resident and any person who guaranteed such co-resident's lease will be liable for reimbursement to the guarantor who was required to pay the Owner.

16. **Other agreements and copies.** There are or are not other special agreements among ourselves. If there are, they are attached. This Roommate Agreement is executed in _____ originals, one for each co-resident. If all co-residents on the lease do not sign this agreement, those who do sign will still be bound by it to each other.

Co-resident

Co-resident

Co-resident

Co-resident