

ROOMMATE AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2017 by and between XXX, having an address at XXX ("Samson") and XXX, having an address at XXX ("Gerber") concerning their respective rights and obligations regarding their shared tenancy in unit 14D of XXXX ("Premises").

WHEREAS, Samson and Gerber have both executed a lease with XXX ("Lease"); and

WHEREAS, Samson and Gerber wish to create a legally binding allocation of (1) each tenant's portion of rent due; and (2) rights and responsibilities with regard to activities, guests, and day-to-day life at the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with intent to be legally bound, the parties agree as follows:

- The parties agree that, as of the date hereof, the total rent for the Premises is four thousand eight hundred fifty dollars (\$4,850.00, or "Total Rent"), such Total Rent being due to XXX ("Manager") on the first (1st) day of each month, or whatever date is specified in the Lease ("Due Date"). Subject to paragraph 6 hereof, Samson and Gerber shall each pay, or cause to be paid, two thousand four hundred twenty five dollars (\$2,425.000, "Monthly Portion") into a joint account that the parties agree to open at XXX Bank ("Joint Account") at least three (3) business days prior to the Due Date. The parties agree and acknowledge that each is paying fifty percent (50%) of the Total Rent and that if such Total Rent should increase, the parties shall each increase the amount of their respective Monthly Portion to maintain the current 50% split.
- Each party shall be responsible for fifty percent (50%) of the utilities including electricity, gas, cable television, and internet. For the avoidance of doubt, the parties have specifically elected not to purchase, or contract for, telephone service at the Premises, each party being satisfied that such party's personal cellular telephone service is sufficient.
- Samson shall be responsible for emptying all refuse bins present in the common areas at the Premises and removing such refuse from the Premises ("Empty the Refuse"). Samson shall Empty the Refuse at Samson's discretion but in no event less than two (2) times per week, on Mondays and Thursdays.
- Gerber shall be responsible for sweeping and/or vacuuming the floors of the common areas at the Premises and removing the debris from the Premises ("Sweep"). Gerber shall Sweep at Gerber's discretion but in no event less than two (2) times per week on Sundays and Wednesdays.

- The parties agree to contract for an outside service to clean the restroom of the Premises not less than twice per month (“Restroom Maintenance”), with each party contributing fifty percent (50%) the costs of such Restroom Maintenance. Either party may contract for additional Restroom Maintenance at such party’s convenience; however, the cost for such additional Restroom Maintenance shall be such party’s sole expense. Notwithstanding the foregoing, if either party has more than five guests over at any given time, such party shall contract for additional Restroom Maintenance within two (2) days of the majority of such guests vacating the Premises, with such additional Restroom Maintenance to be at such party’s sole expense.
- The parties agree and acknowledge that: (a) Samson plans on proposing marriage to his significant other (“Goldman”) in the coming months; and (b) Goldman currently spends the night at the Premises between one and two times per week. If Goldman should be present at the Premises for a consecutive period of at least seven (7) hours between 8:00 PM and 7:00 AM (“Spends the Night”) more than two (2) times in any seven-day period starting Sunday and ending the following Saturday, Samson shall pay to Gerber an amount equal to sixty dollars (\$60.00) multiplied by the number of times greater than two (2) that Goldman Spends the Night in such seven-day period. The total amount due to Gerber each month based on Goldman Spending the Night shall be paid into the Joint Account at least three (3) business days prior to the date specified for the parties’ Monthly Portion to be deposited into the Joint Account. Gerber shall reduce Gerber’s Monthly Portion by an amount equal to the amount paid by Samson pursuant to this paragraph.
- This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original. Facsimile and PDF signatures on this Agreement shall be binding and effective as if signed in the original in ink. This Agreement shall be fully binding and enforceable after exchange by the parties of facsimile or PDF counterparts.
- It is the intention of the parties that this Agreement shall be considered to have been drafted mutually by the parties.
- This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and there are no agreements, representations, or warranties, except as specifically set forth herein. All prior discussions, negotiations, letters, demands and writings of any kind are fully merged into this Agreement and are to be construed to be of no further force or effect, it being the intention of the parties that this Agreement shall serve as the sole and entire expression of their agreement and understanding. This Agreement may not be modified orally. Any amendments

must be in writing and signed by the parties.

- If either party brings an action to enforce their rights under this Agreement (“Action”), the prevailing party may recover its expenses, including reasonable attorneys’ fees, incurred in connection with the Action and any appeal from the losing party.

[SIGNATURE PAGE FOLLOWS]