

Home Sharing Agreement

Moving in together is a big decision. This document is designed to help us understand our new relationship and better communicate our expectations. The document has two parts. The first part, called "Living Arrangements," contains our understandings regarding practical items like furniture, food, chores, visitors and so on. The second part, called "Terms and Conditions," sets out the rent, payment, security deposit, repair, termination, and many other important legal terms of our living arrangement. These two parts are together called the "Agreement," and they create a legal contract between us.

For convenience, this Agreement refers to the Home Sharer and Home Provider together as "we" or "us", and refers to this document as the "Agreement." [_____] is not a party to this Agreement.

Living Arrangements

Occupants

Home Provider (first and last name):

Home Sharer (first and last name):

Other than us, who else will be living at the Residence (first and last name)? Please include children.

What relationship do these individuals have to the Home Provider or Home Sharer?

If children reside in the Residence, please describe strategies for disciplining housemate's or other's children

Does the Home Provider have joint or temporary custody of children? Please describe custody schedule. Joint Temporary

Does the Home Sharer have joint or temporary custody of children? Please describe custody schedule. Joint Temporary

Other comments:

Property and Storage

Residence located at:

Furniture, appliances, and other items of property in the following areas are shared:

What furniture and appliances will be brought in by Home Sharer?

Where will brought-in furniture be placed?

What furniture will be provided by Home Provider?

Is Home Sharer given access to all outdoor areas (patio/backyard)? Yes No

The following items of property are not to be shared:

The following areas of the Residence are not to be shared:

What areas of the Residence can Home Sharer use for storage space?

What and how much can be stored?

How should storage and disposal of personal information (i.e., ID, Social Security Card, bank statements, credit cards, tax information, bills, mail, etc.) be handled?

Food

Food will be: Shared Bought Separately

Condiments and supplies will be: Shared Bought Separately

If shared, how are costs divided?

Who will cook?

Who will shop?

What is the cooking/dining schedule?

How will refrigerator space be divided?

Household Chores

Which areas will be cleaned jointly?

When will these areas be cleaned?

Will bathroom(s) be shared?

If shared, who will clean the bathroom(s) and how often?

Who will purchase communal toiletries and supplies (hand soap, dishwashing detergent, toilet paper, cleaning supplies, etc.)?

How often should dishes be washed?

When should dishwasher be run and emptied?

Visitors, Privacy, and Home Security

Is advance notification of guests required? Yes No

Are overnight guests permitted by both Home Sharer and Home Provider? Yes No

What is the maximum length and frequency of an overnight guest's stay?

When are preferred quiet hours (am/pm) during weekdays?

When are preferred quiet hours (am/pm) during weekends?

What is the policy on Home Provider entering Home Sharer's bedroom?

***Unless otherwise agreed to, Home Sharer must be given 24-hour written notice for Home Provider to enter their bedroom unless it is an emergency. Home Sharer has a right to know why Home Provider is entering her/his bedroom.**

Is there a policy on entering other areas of the house?

Is there a security alarm system? Yes No

Who is responsible for turning it on/off?

Who is responsible for locking doors and windows?

Laundry

Can washer and dryer be used by Home Sharer? Yes No

When and how often can Home Sharer use washer and dryer?

Can washer and dryer be used by Home Sharer's guests? Yes No

When and how often can Home Sharer's guests use washer and dryer?

Will linens be provided? Yes No

Who is responsible for detergent, softener, and other laundry supplies?

Can laundry be done in the sink or bathtub? Yes No

Can laundry be hung to dry? Where, and for how long? Yes No

Electronics and Communications

If landline telephone is shared, how should local and long distance calls be paid for?

Should messages be taken? And how should they be delivered?

If not shared, should Home Sharer answer phone?

How will mail be picked up and delivered?

If TV is shared, what are restrictions on volume, time and programming choices?

If home music/media system is shared, what are the restrictions on volume, time, and programming choices?

If computer is shared, what are the restrictions on access times and content? Internet available?

Smoking, Alcohol, Drugs and Firearms

Is smoking acceptable? Yes No

If so, where is smoking acceptable?

Is drinking alcohol acceptable? Yes No

How often and how much alcohol is acceptable?

Where can prescription medicine be stored?

Where can over-the-counter medicine be stored?

How should we dispose of old medication?

Is use of medicinal marijuana permitted? Yes No

What are our views on recreational use of marijuana or other drugs?

Are firearms allowed? Where can they be stored?

Parking, Keys, and Garage Door Openers

How will parking be arranged?

Where may guests park?

Please list all keys and garage door openers that will be provided. How many of each?

Pets

Are pets allowed? Yes No

If so, are there any restrictions on size, species, or number of animals?

Where can animals be kept?

Who is responsible for feeding, cleaning, general, and veterinary care?

Terms and Conditions

This section of the Agreement, called Terms and Conditions, sets out rent, payment, security deposit, repair, termination, and other important terms of the Agreement.

1. Residence

1.1 Where are we living?

We will live in the Residence described in the "Property and Storage" section of the Living Arrangements. Resident activities, access to some areas, or use of some items in the Residence may be restricted as set out in the Living Arrangements.

2. Term

2.1 How long will this Agreement last?

This Agreement will begin on _____, 20____, and will run:

Month-to-Month Other (please explain):_____.

2.2 Is there a trial period to see if things work out?

The trial period begins on the date provided in Section 2.1 and will terminate on _____, 20____. During this trial period, either of us can terminate the Agreement at any time without penalty. If either of us wishes to terminate the Agreement, we must provide written notice of termination to the other. If neither of us chooses to terminate the Agreement during the trial period, residency will continue as provided in Section 2.1.

This Agreement does not include a trial period.

2.3 How is this Agreement renewed?

This Agreement renews automatically until one of us notifies the other of our intent to terminate the Agreement. If we need to make changes to the rent or other terms, they can be made at any time as provided in Section 7.2.

3. Rent, Security Deposit, and Payment

3.1 How much is rent?

Home Sharer will pay Home Provider \$ _____ (the "Rent") per month (the "Rental Period") on the _____ day of each calendar month (the "Due Date").

If the date specified in Section 2.1 is not the first day of the Rental Period, Home Sharer will pay the Rent prorated from the first day that Home Sharer moves in until the last day of the Rental Period (a sum of \$ _____ covering the period _____).

If Home Sharer provides services to Home Provider as a component of the Rent, we will attach a separate sheet to this Agreement detailing the services and schedule for completion.

Home Provider must provide Home Sharer notice of adjustments to the Rent at least one full Rental Period before the adjustment and renewal take effect. At that time we may also adjust any services provided as a component of Rent.

We may keep a log of payment dates and amounts or, alternatively, Home Provider may provide a receipt to Home Sharer as a record of any Rent payment.

3.2 What forms of payment are okay?

Home Sharer may pay Rent and the Security Deposit, as specified in Section 3.3, by personal check, cashier's check, or money order. Home Sharer may not pay Rent or other payments in cash, unless Home Provider indicates in writing that that cash is acceptable. Home Sharer may deliver Rent in person or mail it to the Residence.

3.3 Is there a Security Deposit?

Home Sharer will pay Home Provider \$_____ as a "Security Deposit." Payment of the Security Deposit must be completed by _____. If Home Provider has permitted Home Sharer to bring in pets as documented in the Living Arrangements, Home Sharer will pay an additional Security Deposit of \$_____. Home Provider will retain the Security Deposit until Home Sharer moves out of the Residence, but may apply it to cover the following costs:

- (a) to cover the Rent in case Home Sharer fails to pay the Rent;
- (b) to repair damage the Home Sharer causes to the Residence if not paid by Home Sharer as provided in Section 4.3;
- (c) to clean the Residence when the Home Sharer leaves, provided it has not been returned to its previous condition, ordinary wear and tear excepted; or
- (d) to cover any other reasonable costs associated with breach of this Agreement by Home Sharer.

After Home Sharer moves out, Home Provider will return the Security Deposit within 21 days without interest, and less any set-off described above. Home Sharer may not withhold payment of Rent for the last period of residence and require Home Provider to apply the Security Deposit to such Rent, unless Home Provider gives written consent to use the Security Deposit for that purpose.

If Home Provider takes deductions from the Security Deposit, Home Provider will provide a written itemized statement of the deductions, copies of receipts (if available) and an explanation of why each was made. This statement is due to Home Sharer within 21 days from the day she/he moves out of the Residence. If these deductions involve labor costs, then the statement must include the time spent and the reasonable hourly rate charged.

If part or all of the Security Deposit was paid by a third party organization, that portion of the Security Deposit, totaling \$_____ less deductions, will be returned to the third party (_____) by Home Provider.

3.4 Is a final inspection required? And under what circumstances are deductions made from the Security Deposit?

If Home Sharer requests, Home Provider will inspect the Residence before Home Sharer's planned move out date. The inspection can take place up to two weeks before Home Sharer's departure, and Home Provider will provide at least 48 hours' notice to the Home Sharer before conducting the inspection.

Home Provider will promptly provide Home Sharer with a list of proposed deductions from the Security Deposit and give Home Sharer a reasonable opportunity to address the associated problems, keeping in mind the restrictions of Section 4.4. Home Provider can also deduct for deficiencies that were not apparent during the inspection due to the presence of Home Sharer's possessions or deficiencies that appear after the inspection.

3.5 Who pays the utility bills?

We will pay utilities as indicated on the chart below:

	Home Provider	Home Sharer	Shared (Please address split)
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	
Gas	<input type="checkbox"/>	<input type="checkbox"/>	
Water	<input type="checkbox"/>	<input type="checkbox"/>	
Landline Phone	<input type="checkbox"/>	<input type="checkbox"/>	
Cable	<input type="checkbox"/>	<input type="checkbox"/>	
Internet	<input type="checkbox"/>	<input type="checkbox"/>	
Security	<input type="checkbox"/>	<input type="checkbox"/>	
Garbage Collection	<input type="checkbox"/>	<input type="checkbox"/>	
Recycling	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	

Who will be responsible for actually sending payment to the utility company? Home Provider Home Sharer

If shared, when will utilities be paid to the Home Provider or utility company?

4. Maintenance and Repair Obligations

4.1 Does the Home Sharer have a duty to maintain the Residence?

As described in the Living Arrangements and in cooperation with Home Provider, Home Sharer will keep the Residence in a clean and sanitary condition. As provided in Section 3.3, Home Sharer is liable for any damage to the Residence caused by Home Sharer or Home Sharer's, family members, guests, or pets other than normal wear and tear.

4.2 Does Home Provider have a duty to maintain the Residence?

As described in the Living Arrangements and in cooperation with Home Sharer, Home Provider will keep the Residence in a clean and sanitary condition. If Home Provider owns the Residence, Home Provider will maintain adequate homeowners insurance, including liability coverage, if applicable. Home Provider is not required to insure Home Sharer's belongings, and Home Sharer understands that Home Provider is not offering renter's insurance for Home Sharer's possessions.

4.3 Who pays for repairs?

The person responsible for causing the damage must pay for the repairs. Damages include, but are not limited to, physical repairs, furniture repair, changing of locks should keys be lost or not returned, and replacement of stolen property. As provided in Sections 3.3 and 3.4, Home Provider can repair the damaged property and deduct the cost of the repairs from the Security Deposit.

4.4 Can Home Sharer make changes or improvements to the Residence?

The Home Sharer cannot make any substantial alteration, addition, or improvement to the Residence without prior written consent from the Home Provider. These changes include, without limitation, painting, wallpapering, remodeling, or altering any of the Residence's wiring.

5. Indemnification

5.1 What happens if someone makes a claim against Home Provider based on something done by Home Sharer or one of her/his guests or pets?

Home Sharer will be responsible for such claims. To that end, Home Sharer will defend, indemnify and hold Home Provider harmless from and against any third party claims made against Home Provider (including claims by the homeowner (if applicable), neighbors, municipality, or Home Sharer's visitors) resulting from Home Sharer's or Home Sharer's guests' or pets' presence and conduct at the Residence. This means that Home Sharer will pay the cost of defense and any judgment or settlement amounts relating to a claim. Home Sharer will have no obligation to indemnify Home Provider to the extent the liability is caused by Home Provider's gross negligence or willful misconduct.

Where Home Provider does not own the Residence, and the owner suffers any legal claims, liabilities, or costs due to either of our respective behavior, or the behavior of our respective family members, guests, or pets, the person responsible will pay the cost of defense and the amount of liability, if any, incurred by the Residence owner, except and only to the extent that the liability is caused by the gross negligence or willful misconduct of our Residence owner.

6. Notice and Termination

6.1 How can one of us terminate this Agreement? What notice must be given?

Either of us may terminate this Agreement by giving the other a written notice 30 days before the desired termination date. If Home Sharer has been in the Residence for more than one year, Home Provider must give 60 days' notice when initiating termination. If Home Provider initiates termination, Home Provider will give Home Sharer a statement reminding Home Sharer of the opportunity for a move-out inspection as provided in Section 3.4.

In addition, if Home Sharer has failed to pay Rent, maliciously destroys property, or maintains a nuisance (problematic noise, odor, safety, or hygiene conditions), Home Provider may choose to give Home Sharer three days written notice of the problem. If the problem is not corrected within three days of the notice date, Home Provider may terminate the Agreement. If Home Sharer has not vacated the Residence by the time the Agreement is terminated, Home Provider may begin formal eviction proceedings.

6.2 What do we need to do once one of us decides to terminate the Agreement?

Except in the limited situation discussed in Section 6.1, the terminating party is not required to provide a reason for deciding to terminate. However, as provided in Section 3.3, Home Provider will give Home Sharer a statement of deductions from the Security Deposit if any deductions are made.

Once termination has been initiated, we should maintain open communication with each other on all matters regarding the termination, including agreement on a move out date. If necessary, a trained mediator may be available to assist us to reach mutually acceptable agreement relating to the termination.

When this Agreement terminates, Home Sharer agrees to vacate the Residence, remove all personal property, leave all property provided by the Home Provider, and leave the Residence clean and in good condition, ordinary wear and tear excepted. Home Sharer will return all keys and entry devices on the move out date. Home Provider may charge additional Rent, and Home Sharer will pay such additional Rent, for each day past the move out date where Home Sharer has not returned all keys and entry devices.

6.3 What if Home Sharer abandons the Residence?

If Home Provider believes Home Sharer has abandoned the Residence, she/he will post a notice on Home Sharer's door once the Rent has been due and unpaid for 14 days. If Home Sharer does not respond and pay the past due Rent within 15 days of this posting, then this Agreement will terminate and Home Provider may immediately dispose of any of Home Sharer's possessions that remain in the Residence.

7. General Provisions

7.1 Does this document describe our whole agreement?

This Agreement represents the entire agreement between us, and supersedes any prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing, and communications between us. If any provision in this Agreement is held invalid or unenforceable, its invalidity will not affect the validity or enforceability of any other provisions of this Agreement.

7.2 How do we change this Agreement?

All amendments to this Agreement must be made in writing. We will review this Agreement to discuss needed changes after the first month of living together, and again any time that another housemate intends to move into the Residence.

7.3 What if we have versions of this Agreement in a language other than English?

We may have a translation of this Agreement or other explanatory materials. If there is any ambiguity or conflict between the English and the translated versions of this Agreement, the English language version will control. It, not the translation, is the official, legally-binding document.

7.4 Do our children or other people have rights under this Agreement?

This Agreement is for our exclusive benefit, and not for the benefit of any third party. [_____] is not a party to this Agreement.

7.5 What happens if one of us doesn't follow the Agreement perfectly and the other lets it go?

Failure, neglect, or delay by either party to enforce a provision of this Agreement will not be considered a waiver of that person's rights, of any later breach, or of the right to enforce any provisions of this Agreement.

7.6 Do we need to send important communications, like waivers, amendments or termination notices, in writing?

Notices and consents under this Agreement must be in writing.

* * * * *

We are voluntarily entering into this Agreement to enable each of us to better meet our housing needs. By signing below, each of us affirms that she or he understands and agrees to all terms, including those relating to payment and termination of this Agreement.

HOME PROVIDER:

HOME SHARER(S):

Signature

Signature

Print name

Date

Print name

Date