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Roommate Responsibility Agreement, Article III

1.1 STATEMENT

TO ALL TENANTS: Be careful whom you pick as a roommate any one of you may be held entirely responsible for certain obligations under your Lease Contract, or arising out of your living arrangements. For example, if you or any or all of your roommates move out early, each of you are legally responsible for paying the entire amount of monthly rent under your Lease Contract for each month until the end of the Lease Contract. This means your Landlord can take just you, just one of your roommates, or all of you to court, individually and not as a group, to recover any unpaid damages, rent and other expenses allowed by law. It does not matter if a roommate drops out of school, moves to another dwelling, doesn't get along or simply refuses to pay their share; it does not make any difference what the reason is. The same thing applies to late payment fees, fines etc..., all persons whose names are on the Lease Contract as Tenants are "jointly and severally" liable.

Think twice before you do something, which might ruin your credit rating, or that of your roommate(s), because a bad credit rating stays with you a long time. If you are reported to a credit bureau, you will have a mark on your credit record for seven years. A court ordered judgment is enforceable for ten years to start, and may be extended for another ten years, and can become a lien on property you own. If a roommate moves out, in addition to the responsibility of that roommate to find a suitable replacement, it is your responsibility to find a new Tenant. A bad credit rating can keep you from getting a loan to borrow money, buy a car or a house.

Your Landlord is aware of the problems associated with finding and keeping a trustworthy and, responsible roommate(s), but must protect his valuable property and make a reasonable rate of return on his investment. With that in mind, as well as your interest in having a hassle-free place to live, take the time to read specific terms and conditions which follow, to which you will be asked to agree to and which will be made an integral part of your Lease Contract. It is the express purpose of this Agreement to make you more fully aware of your legal responsibilities and obligations and to create a legally binding and enforceable contract between each roommate with their other roommates as well as between each roommate and all roommates as a group ("jointly and severally") on the one hand and the Landlord on the other.

1.2 UNIT INFORMATION

WE THE UNDERSIGNED TENANTS <<Tenants (Financially Responsible)>> (ROOMMATES) AND LANDLORD, HAVING FULLY READ AND UNDERSTOOD THE FOREGOING, AND IN CONSIDERATION OF THE MUTUAL TERMS, COVENANTS AND CONDITIONS SET FORTH HEREIN AND IN THE LEASE CONTRACT MADE AS OF <<Lease Creation Date>>. FOR THE PREMISES LOCATED AT: <<Property Name>> <<Unit Name>>, <<Property Address>>OF WHICH THIS ROOMMATE

AGREEMENT IS MADE A PART, DO HEREBY AGREE AS FOLLOWS:

1.3 JOINT & SEVERALLY LIABLE

Tenant understands that, even if Landlord accepts each of the roommates rent payments individually, Landlord considers the rent stated in the Lease Contract as a whole and not separately and Tenants are each "jointly and severally" liable and responsible for making sure the whole rent is paid no matter how they decide to split it up among themselves.

1.4 RIGHT TO CONTRIBUTION & INDEMNITY

In general, if any Tenant shall do something or neglect to do something which causes another Tenant in the same dwelling unit to bear more than his or her pro rata share of the monthly rent amount, extra rent, other rent, charges, services, fines, fees, repairs, maintenance, replacements, penalties, damages, costs or other expense, the first Tenant shall be liable to such other Tenant to the extent that the amount paid by such other Tenant exceeds his or her pro rata share. The right of such other Tenant to recover from the first Tenant in such a case shall be referred to herein as the "Right to Contribution." If any Tenant shall do something or neglect to do something which causes another Tenant in the same dwelling unit to pay for any rent shortage (see Section 1.5 below), extra rent, other rent, late charge, service, fine, fee, repair, maintenance, replacement, penalty, damage, charge cost or other expense, which the other Tenant would not have normally been obligated to pay or pay for, the first Tenant shall be liable to such other Tenant to the full extent of the payment made or loss incurred by such other Tenant. The right of such other Tenant to recover from the first Tenant in such a case shall be referred to herein as the "Right to Indemnity." This "Right to Contribution & Indemnity" (RRA, Article III, Section 1.4), may be modified by any subsequent agreement in writing between all Tenants in a particular dwelling unit. The provisions stated in this "Right to Contribution & Indemnity" (RRA, Article III, Section 1.4), and in other sections of this Agreement which are designed to create contractual obligations and duties among Tenants themselves shall not alter the joint and several liability of such Tenants to Landlord under the Lease Contract, the Rules & Regulations, or any other Lease Document.

1.5 RESPONSIBILITY FOR CHARGES

If one Tenant causes the dwelling unit to be charged extra rent because that Tenant chose to engage in certain activities or one Tenant violates (or breaches) the terms and conditions of the Lease Contract, the Rules & Regulations, or any other Lease Document and the remaining Tenants do not, even though all Tenants are equally responsible and liable to Landlord, the violating Tenant is liable to the remaining Tenants for the full amount of any rental amount, extra rent, other rent, charge, service, fine, fee, repair, maintenance, replacement, penalty, damage, cost or other expense, imposed and paid. In the event that more than one Tenant causes the dwelling unit to be charged extra rent or is guilty of a violation in some respect, each violation shall be looked at independently to the extent possible for the purpose of determining which Tenant is liable to which other Tenant. In the event that more than one Tenant causes the dwelling unit to be charged extra rent or is guilty of a violation or damages which results in other rent, charge, service,

fine, fee, repair, maintenance, replacement, penalty, damage, cost or other expense, then the Tenant(s) who caused the dwelling unit to be charged shall share equally and pay such extra rent, other rent, charge, service, fine, fee, repair, maintenance, replacement, penalty, damage, cost or other expense, with a right of contribution between or among the Tenants who caused the dwelling unit to be charged and shall indemnify and save harmless all innocent Tenants.

1.6 UTILITIES

All Tenants in the same dwelling unit are jointly and severally liable for payment of their basic utility services. Tenants who vacate the premises early shall continue to be responsible to the remaining Tenants for their pro rata share of basic utility services (cable TV, electricity, water and sewer, trash pickup, oil or gas, etc., as applicable). The remaining Tenants shall be protected as is stated in "Right to Contribution & Indemnity" (RRA, Article III, Section 1.4) of this Agreement.

1.7 THEFT OF PAYMENT INTENDED FOR LANDLORD

Any Tenant who collects the rent payment of another Tenant to deliver to Landlord and then does not, is liable to such other Tenant for the return of such payment and, in addition, may have committed a criminal offense.

1.8 SUBSTITUTE TENANT

Landlord agrees to allow any Tenant who wishes to move out of a rental dwelling unit, or the remaining Tenant or Tenants (hereinafter referred to as the plural "remaining Tenants"), to find another person to take the vacating Tenant's place and sublet the leased dwelling unit if (a) Landlord receives the written permission and consent to such change from all remaining Tenants residing in that dwelling unit, (b) such prospective Tenant meets Landlord's normal approval standards, and (c) such prospective Tenant signs such a document as Landlord may require acknowledging and/or agreeing to be bound by the relevant lease documents. Any such substitute Tenant shall be allowed on a sub-lease basis only unless Landlord agrees otherwise in writing. Once approved under parts (a), (b) and (c) above, any such substitute Tenant shall become liable under all relevant Lease Contract Documents, "jointly and severally" with all Tenants in the dwelling unit, unless a written exception is made by Landlord at his discretion. In no way shall the vacating Tenant be relieved of any legal obligation hereunder or as required by the Lease Contract, except to the extent that any such liability, responsibility or obligation is performed by the substitute Tenant, unless Landlord and remaining Tenants agree, at their discretion, in writing to release vacating Tenant. In the event there is more than one vacating Tenant, and the remaining Tenants are the ones who find a substitute Tenant or Tenants, any rental amount, extra rent, other rent, late charge, service fine, repair charge, maintenance, replacement, penalty, damage, cost or other expense paid by any substitute Tenant will be applied against the total amount due from all vacating Tenants who have not found a substitute Tenant, and, if there is any such amount that remains unpaid, all vacating Tenants shall be "Jointly and Severally" liable and responsible for paying such remaining amount to the remaining Tenants if they have paid Landlord, to Landlord otherwise.

If a Tenant moves out and someone is found to take his place at a lesser rate than the share of rent which he has been paying, then such vacating Tenant must pay the difference in that share of rent, on time, or the remaining Tenants must pay it, in which event the vacating Tenant is then liable to the remaining Tenants.

It shall not be necessary for the remaining Tenants residing in the dwelling unit to have the permission of the vacating Tenant in order to propose a substitute Tenant to Landlord, if the vacating Tenant has either (a) already removed the majority of his or her belongings out of the dwelling unit or (b) has not paid his or her share of rent when due.

1.9 SECURITY DEPOSIT

The security deposits of any vacating Tenant will not be refunded until the end of the Lease Contract term even if a substitute Tenant is found to sublet, unless Landlord agrees at his discretion, in writing, to release vacating Tenant.

Any amount due to be refunded under the Tenant's security deposit may be divided equally among all Tenants, or all Tenant's names may be put on one refund check (whereupon it will be up to the Tenants to divide it among themselves), at the option of Landlord.

1.10 AGREEMENT TO THESE TERMS AND CONDITIONS

IN TESTIMONY WHEREOF, Said parties have executed this agreement in multiple originals, a copy of which is retained by each of the parties, the day and year first above written. The undersigned certify that they have read and agreed to the above terms and conditions.

X _____

Date Signed