

December 21, 2020

Sample Living Together Agreement and Exit Plan

It is hoped that this agreement can help lay the groundwork for a successful shared living arrangement between you and your roommate(s). The following pages detail things to consider prior to sharing a home, exit planning, and issues individuals must clarify with each other when sharing a home. At first glance, many of these things may seem basic. However, little things matter! Each home sharer should complete the following pages together. It is also recommended that you review the agreement regularly after living together when any changes occur (i.e. visitors coming to town, new pets, etc.). Changing realities will affect the household, and it is impossible to anticipate all issues which may arise.

Living Together Agreement:

The parties to this agreement are, homeowner(s): _____

And home-seeker(s), _____

*If parties are leasing a home or apartment together, a lease agreement with a landlord will be different than the Homeshare Living Together agreement. It is recommended that there be a written lease with the landlord, in such cases, and an additional Living Together Agreement between home sharers.

WE AGREE TO THE SPECIAL CONDITIONS AS SET FORTH BELOW:

Rent \$_____/month (set amount home-seeker pays homeowner)

Security Deposit Amount \$_____ optional (Deposit is refundable after seeker moves out as long as home is in good order and all shared expenses have been paid)

Renter's Insurance: The homeseeker will obtain and provide proof of renter's insurance unless initialed here _____

Start Date of Agreement: _____

If start date of agreement is not the first day of the month, rent will be paid every month on monthly anniversary of the start date. If another date is chosen by agreement, a prorated first month is due.

Private Bedroom and Bathroom

The bedroom and bathroom provided will be kept in safe and clean order by the homeseeker so as to never endanger the homeowner. The space is not to be entered without agreed to permissions of the homeseeker/renter except in the case of suspected danger or planned maintenance or repairs.

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Storage Space and Kitchenware

How will the refrigerator space be divided?

How will the shelves, storage and countertop space be divided in the kitchen?

Will dishes, utensils, pots, pans, etc., be shared? _____

Are there some dishes or other items which are special to either of you and not replaceable? (It is a good idea to point this out in advance, and make a plan for protection of these items and "off limits" areas.)

Special items and off-limits areas: _____

Meals and shared supplies:

Will any food or meals be shared? _____

Regularly? Occasionally? Explain and be prepared for this to change:

Are you okay if your housemate occasionally uses or borrows some food items? _____

Please list household items to be shared – consider hand soap, dish soap, kitchen sponges, mops and laundry detergent, cleaning supplies, etc.

Are there certain requirements for shared items (such as "no fragrance" or bio-degradable soaps?) _____

Who will purchase and restock these items?

Smoking, incense, vaping: Will these activities be allowed: Y/N

Not allowed anywhere _____

In the house? _____ In certain rooms of the house? _____

In the yard? _____ If certain areas of the yard, which ones? _____

Other notes on smoking and tobacco: _____

Privacy and Noise:

Will visitors to the house be allowed? Y/N _____

If yes, what are terms for household visitors?

Are overnight guests okay? _____

Length & frequency of stay permitted?

When are quiet times preferred? _____

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Which rooms or areas of home are private to one party and which rooms to be shared?

Mail and Communications

Who will pick up and distribute mail? _____ Where will mail be placed?

_____ Do you need an additional mail box key? _____

How would the homeseeker like to be contacted for general communications beyond conversations? (written note, placed where? Text? Phone call?

Email?) _____

How would homeowner like to be contacted? (written note, placed where? Text? Phone call?

Email?) _____

Security: What is your comfort level on security?

Who is responsible for locking doors & windows? _____

Who will have keys to the home? _____

Will a key be hidden somewhere in the yard to prevent lockouts? _____

Are you comfortable at home during the day with the doors unlocked/open? Y/N

Are there guns in the home? _____ If yes, how are they stored? _____

Temperature: Heating and Cooling needs differ, and different needs can add cost to utility bills:

At what temperature range will house be kept I winter? _____ Summer? _____

Are there separate heating zones? What temperature will the set? _____

Would you prefer to save money on utilities or pay more to be comfortable? _____

If there are differences, does the party who uses more energy agree to pay more of the utility bill? Y/N How Much and how do you decide?

Pets:

Will there be pets allowed in the house? _____

If so, which pets will be allowed? Names of pets and types of pet:

Are there certain areas pets will be allowed and certain "no pet" zones? _____ How will pet damages and pet care responsibilities be handled?

_____ by whom? _____

Parking and Garage: Cars and parking effect neighbors and neighborhoods and town plowing in some cases. Keep your neighbors in mind and keep cars on your property or in designated shared spaces to avoid conflicts.

Who will park where? _____

What cars will be allowed on property? _____

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Where will guest vehicles be parked? _____

If there is a garage, how will garage spaces be allocated? _____

Bills

Check here if homeowner will pay all utility bills: _____

Otherwise, list all shared household bills and how each of these will be split:

Who will pay the bills and allocate the shares? (Note: This takes time, so it should be considered a monthly household job. Among seekers and owners, the homeowner generally pays bills and allocates the shared amounts)

Who will pay late fees if bills are not paid on time? _____

What will penalty be for housemate not paying their share of bills, including room rental amount, on time? _____

By what day of each month should room rental amount (and shared utilities, if applicable) be paid? _____

EXIT Planning At some point, your situation will change and you will need to dissolve your homeshare. A successful share has an exit plan. It is hoped that you **want** to share housing, not find yourself in any situation where you feel trapped.

Being honest and caring in conversations eases tensions that might arise when it comes time to end the homesharing arrangement. People's lives change as do their needs. Renters may find employment in another region, or might find a home of their own to buy, or might find a romantic relationship that precludes the general terms of the homesharing arrangement. Homeowners may decide to bring family or other guests into their home, or might decide to sell the property, or may need to arrange for permanent in-home medical assistance. Life happens and it is important to respect each other's changing needs. You have been a success if you created a good living arrangement during the time you lived together.

New Hampshire Law RSA 540-B is clear regarding HomeSharing. The summary for terminations of a homeshare arrangement of the RSA states:

Termination by the Homeowner

I. The homeowner may terminate any tenancy without stating any reason. A written 30-day notice of termination shall be required.

II. The homeowner may terminate any tenancy for nonpayment of rent. A written 7-day notice of termination shall be required.

III. The homeowner may terminate any tenancy for damage to the premises, or behavior of the housemate or guest of any family member of the housemate which adversely affects the health or safety of the other occupants or the homeowner or material breach of any rental agreement. A written 72-hour notice of termination shall be required.

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Termination by the Housemate.

A housemate may terminate any at will tenancy by a written 30-day notice or in accordance with any notice requirement in a written rental agreement.

Service of Notice.

I. The homeowner shall give the notice of termination personally to the housemate or attach the notice to the primary entrance to the housemate’s separated area.

II. The housemate shall give the notice of termination by the same method used to pay rent or in accordance with any written rental agreement.

Other provisions for the Living together Agreement:

By signing below, We understand that we are acknowledging and accepting the provisions set forth in this Living Together Agreement and commit to its further development as necessary.

Printed Name of Homeowner _____

Signature _____

Date _____

Printed Name of Home-Seeker(s) _____

Signature _____

Signature _____

Date _____