NEW MEXICO ROOMMATE AGREEMENT

1. **THE PARTIES**. This Roommate Agreement (the "Agreement") made on _____ (mm/dd/yyyy) is between:

   Roommate Name: _____
   Roommate Name: _____
   Roommate Name: _____
   Roommate Name: _____

   Each a "Roommate" and collectively referred to as the "Roommates".

   The Roommates are tenants/occupants at the property located at _____ (the "Premises").

   The Premises are subject to a rental agreement signed by one (1) or more Roommates with _____ (Landlord Name).

2. **TERM**. The Roommates shall occupy the space for a term beginning on _____ (mm/dd/yyyy) and ending on _____ (mm/dd/yyyy) (the "Lease Term").

3. **RENT**. The total monthly rent is $_____ (the "Rent").

   Each Roommate will pay their share of the Rent in the following amounts:

   _____ (Roommate Name) will pay $_____ towards the total Rent.
   _____ (Roommate Name) will pay $_____ towards the total Rent.
   _____ (Roommate Name) will pay $_____ towards the total Rent.
   _____ (Roommate Name) will pay $_____ towards the total Rent.

4. **UTILITIES**. Any utilities not included with the Rent shall be shared equally among the Roommates. The Roommates are responsible for splitting the costs for the following utilities: (check all that apply)

   ☐ - Electricity
   ☐ - Gas / Heat
   ☐ - Water
   ☐ - Trash
   ☐ - Cable / Internet
   ☐ - Telephone
   ☐ - Other: _____.

5. **CLEANING**. The Roommates agree to keep their bedroom and bathroom (if any) in a clean and sanitary condition. The Roommates agree to share the responsibilities of cleaning and maintaining the common grounds of the Premises, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors, cleaning bathrooms, and other duties. The Roommates will divide cleaning responsibilities as follows:

_____ (Roommate Name) will be responsible for the following:

_____.

_____ (Roommate Name) will be responsible for the following:

_____.

_____ (Roommate Name) will be responsible for the following:

_____.

_____ (Roommate Name) will be responsible for the following:

_____.

6. **OVERNIGHT GUESTS**. (check one)

☐ Overnight guests are allowed within reason. Guests may not stay more than ____ (#) nights per month.

☐ Overnight guests are not allowed at any point, for any reason, unless agreed-upon by all Roommates.

☐ There are NO restrictions regarding guests.

7. **QUIET HOURS**. Each Roommate: (check one)

☐ Agrees to keep their noise to a minimum to allow the Roommates to sleep, study, work, and for other purposes. The quiet hours will go into effect on: (check all that apply)

☐ - Weekdays, from _____ to _____.

☐ - Weekends, from _____ to _____.

☐ Will NOT establish any mandatory quiet hours.

8. **FIREARMS**. Firearms are: (check one)

☐ Permitted on the Premises.

☐ NOT Permitted on the Premises.

9. PETS. Pets are: (check one)

☐ Permitted on the Premises. The owner of the pet will be responsible for all care and maintenance of the pet, including cleaning up after the pet and repairing any damage caused by the Pet to the Premises or any of the Roommates' property.

☐ NOT Permitted on the Premises.

10. SMOKING. Smoking is: (check one)

☐ Permitted ONLY in the following area(s): _____.

☐ Prohibited on the Premises and all common areas.

11. DAMAGES. Each Roommate is responsible for any damage to the Premises they (or their guests) cause. If there is damage that cannot be reasonably traced back to a particular person, the cost of the damage will be shared equally by all Roommates.

12. GOVERNING LAW. This Agreement is governed by the laws of the State where the Premises is located.

13. WRITTEN AGREEMENT. Any of the provisions included in this Agreement may be changed by written mutual consent. This Agreement will be attached to all roommate's copies of the lease contract. Provisions may be omitted by marking out and initialing by the Roommates. This Agreement is only binding to those who sign it.

14. ADDITIONAL PROVISIONS.

15. SIGNATURES. IN WITNESS WHEREOF, the Roommates have entered into this Agreement to be executed on the day and year first written above.

Roommate Signature: _____ Date: _____

Printed Name: _____

Roommate Signature: _____ Date: _____

Printed Name: _____

Roommate Signature: _____ Date: _____

Printed Name: _____

Roommate Signature: _____ Date: _____

Printed Name: _____