220(10/14)

ADD/REMOVE ROOMMATE ADDENDUM

DATE: ___ ___ ___

TENANT NAME(S): _____

RENTAL ADDRESS: _____ UNIT# _____

CITY: _____ STATE: _____ ZIP: _____

1. **PURPOSE:** This is an Amendment to the Rental Agreement dated ___ ___ ___ between _____ (the "Landlord") and _____ (the "Tenant(s)") *(list all original Tenants listed in the rental agreement)* for the premises described above. The purpose of this Amendment is to (check one or both): ○ add a new Tenant(s), or ○ delete an existing Tenant(s) who is moving or has already moved out.

2. **NEW TENANT(S):** _____ ("new Tenant(s)") may move into the premises as Tenant(s) under the Rental Agreement.

3. **OLD TENANT(S):** _____ ("old Tenant(s)") *(check one)* ○ has moved out or ○ will move out. Upon move-out, old Tenant(s) shall no longer live in the dwelling. The old Tenant(s) ○ is or ○ is not released from the obligation to perform under the Rental Agreement. If the old Tenant(s) is not released, he or she will continue to be obligated to perform under the Rental Agreement if the new or remaining Tenants fail to perform their obligations under the Rental Agreement.

4. **REMAINING TENANT(S):** The Tenant(s) who earlier signed the Rental Agreement and are not moving out ("remaining Tenant(s)") will continue to be obligated to perform under the Rental Agreement.

5. **CHANGEOVER DATE:** New Tenant(s) may move in on ___ ___ ___ ("changeover date"). Old Tenant(s) will move out before that date.

6. **SECURITY DEPOSIT:** The security deposit will be handled as follows *(check one or more as appropriate)*:

   ○ Old Tenant(s) will transfer his or her share of the existing security deposit to new Tenant(s), and new Tenant(s) will be entitled to old Tenant(s) undivided share of any security deposit refund at the end of the Rental Agreement term or renewal period, less lawful deductions.

   ○ Old Tenant(s) will be entitled to a refund of $_____ of the existing security deposit within 31 days after old Tenant(s) moves out (less lawful deductions), and such amount will be mailed to old Tenant(s) at the forwarding address below. New Tenant(s) agrees to replenish the security deposit refunded the to old Tenant(s) within 30 days of the date of the refund.

   ○ Old Tenant(s) will not transfer his or her share of the existing security deposit to new Tenant(s). Old Tenant(s) will be entitled to be co-payee of any security deposit refund, less lawful deductions within 31 days after all Tenants move out at the end of the Rental Agreement term.

   ○ New Tenant(s) will pay $_____ to Landlord as an extra general security deposit, in addition to existing security deposits being held by Landlord.

7. **GUARANTORS:** New Tenant(s) will *(check one)* ○ have the following guarantor(s) guarantee the Rental Agreement: _____; or ○ not have any guarantor guarantee the Rental Agreement. Any guarantor for old Tenant(s) will *(check one of the following if old Tenant(s) has a guarantor)*: ○ continue to be liable under the Rental Agreement until the end of the original Rental Agreement term; or ○ is released from liability under the guaranty when this Amendment becomes effective.

8. **DAMAGES AND CHARGES:** New Tenant(s) accepts the dwelling in the condition existing at the beginning of the Rental Agreement term according to the move-in inventory signed by the original Tenant(s). Security deposit deductions, if any, will be made at the end of the Rental Agreement term and upon delivery of possession back to the landlord in accordance with applicable law regardless of whether damages or charges occurred before or after the changeover date and regardless of which Tenant(s), occupant, or guest may have been at fault.

9. **EXISTING KEYS:** Old Tenant(s) *(check one)* ○ has turned over or ○ will turn over his or her key(s) and access devices to *(check one)* ○ new Tenant(s), ○ remaining Tenant(s), ○ Landlord, or ○ not applicable.

10. **REKEYING:** Landlord is not required to rekey keyed locks when roommates are added or changed; but new Tenant(s) and remaining Tenant(s) can request rekeying at their expense. New Tenant(s) and remaining Tenant(s) *(check one)* ○ do or ○ do not request that exterior door(s) be rekeyed when old Tenant(s) moves out. If neither is checked, no rekeying is requested. If requested, the rekeying charge will be $_____.

11. **EFFECTIVE DATE:** This Amendment becomes effective when all of the following occur (except to the extent that Landlord has waived any requirement in writing): (a) new Tenant(s) has completed and signed a Rental Application; (b) any guarantors required under paragraph 7 have completed, signed, and returned a Rental Agreement Guaranty to Landlord; (c) Landlord has approved the Rental Application of new Tenant(s) and the Guaranty by any guarantor; (d) new Tenant(s) complies with paragraph 6 regarding security deposits; and (e) this Amendment is signed by all parties.

12. **SIGNATURES ON RENTAL AGREEMENT UNNECESSARY:** When this Amendment becomes effective, new Tenant(s) name and signature will be deemed as inserted in paragraph 1 and on the last page of the Rental Agreement. Therefore, it will not be necessary for anyone to sign or initial the Rental Agreement itself. Signature of a Tenant who has already moved out in violation of the Rental Agreement is not necessary.

13. **BINDING AGREEMENT:** New Tenant(s) and any guarantor acknowledge(s) that he or she has received a copy of the Rental Agreement or has read it. New Tenant(s) agrees to be bound by the Rental Agreement just as if he or she signed the Rental Agreement at the beginning of the Rental Agreement term.

14. **OTHER PROVISIONS:** _____

_____

You are entitled to receive a copy of this Rental Agreement Amendment after it is fully signed. Keep in a safe place.

X_____ Landlord/Owner/Agent Date

X_____ Remaining Tenant (not moving out) Date

X_____ Remaining Tenant (not moving out) Date

X_____ Remaining Tenant (not moving out) Date

X_____ New Tenant (who is moving in) Date

X_____ New Tenant (who is moving in) Date

X_____ Old Tenant (who is moving out) Date

X_____ Old Tenant (who is moving out) Date

_____ Old Tenant's forwarding address (street, city, state, zip)

_____ Old Tenant's forwarding address (street, city, state, zip)

EQUAL HOUSING OPPORTUNITY

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