

ROBERTS & SONS LLC

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Property Management & Sales Since 1977

Roommate Substitution

Roommate substitution is the process of allowing one resident to exit a lease while another resident is added to the lease. Below are the required steps Roberts and Sons LLC follows in this process.

Important :

All residents must be aware that completing this process releases the exiting resident from all past and future responsibilities of the lease, and that the new incoming resident accepts all of the same obligations on the lease. A new lease is signed, but it will have the same start and end dates as the original lease, as if the new resident had been in the home for the duration of the entire lease since it was vacant.

Roberts and Sons does not collect or return any security deposit funds in a roommate substitution because the lease obligations and possession of the home continues uninterrupted. Any and all compensation between roommates in consideration of deposit, damages, or cleaning are entirely the responsibility of the residents to work out among themselves. Roberts and Sons has no part in this except to verify the expectations to the home under the lease and cleaning and damage guidelines.

If there are any outstanding charges of any kind that the residents are responsible for, all will be carried over to all of the new residents. It is solely the residents' responsibility to work out any and all compensation from the exiting resident prior to finalizing the change-over, as the responsibility to these charges belong to everyone on the lease equally.

This includes but is not limited to any security deposit charges, cleaning expectations, or damages the lease and residents are responsible for.

The lease will be subject to the \$400 sublet fee in section 12 of the lease unless otherwise stated in writing.

- 1) The exiting resident must sign and return both pages of this form. Page 2 is the Roommate Move Out Agreement. Part 1 of this form authorizes Roberts and Sons to exclude you from the next replacement lease, if and when a new lease is done. In Part 2 of this form you give up all ownership of the deposit to the other roommates on the lease. It is the signer's responsibility to coordinate any security deposit reimbursement from the other residents directly and this should be done before this form is signed.
- 2) A new prospective resident must
 - a. Meet all of the other roommates and allow everyone to agree to be roommates
 - b. Complete our standard [rental application](#) process. Roberts and Sons will process the application, which takes around 2 business days. Applicants must reach out to us for the password to access the application.
 - c. Receive and understand the cleaning, deposit, and check in sheets they are accepting as part of their lease responsibilities with their new roommates.
 - d. Coordinate any payment for deposit to the other roommates and get a written receipt for such once all of the above is done and Roberts and Sons says we are ready to sign a new lease.
- 3) Roberts and sons will provide a new copy of the lease for all roommates to sign.

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Roommate Move Out Agreement

I, _____, (print first Last name) authorize Roberts and Sons LLC to:

- 1) Terminate and remove me from the current lease I have at the property located at _____ (print property address) effective on or after _____ (print date).
I understand that I will not be removed from the lease, nor will my obligations to the current active lease terminate until a new lease is signed and made effective without me on it
- 2) Terminate my interest, rights, and claims to all return security deposit money currently held in escrow by Roberts and Sons LLC in relation to my lease. This means I will not be due any monetary return, reimbursement, or compensation from Roberts and Sons LLC with respect to the security deposit funds held in escrow for this or any replacement lease. This transfers ownership of the deposit to the remaining tenants on the lease.

Date: _____

Signed : _____