



Real Estate Sales & Professional Property Management

**CO-TENANT ADDENDUM**

This addendum is made part of the Rental/Lease Agreement dated \_\_\_\_\_ for the leased property at \_\_\_\_\_ between \_\_\_\_\_ Tenant

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and Estey Real Estate and Property Management (EREPM), agent.

**If a new tenant (co-Tenant), not originally signed on the Rental agreement, may move-in the unit with the following provisions:**

- a. Completion and submission of the EREPM application with a \$35.00 credit check fee.
- b. Approval of the EREPM application, processed following the same criteria as original Tenant.
- c. Payment of a \$75.00 processing fee for preparing the Lease Documents and up-dating all internal sources of information
- d. Signatures on all Lease Documents
- e. The new tenant becomes equally, jointly and severally, responsible for all obligations outlines in the Rental Agreement and its addendum documents, including but not limited to, rent payments and damages.
- f. If the new Tenant's application is not approved, the individual may not move-in to the Unit. If the non-approved Applicant is already occupying the Unit, then the original Tenants have created a breach in the Rental Agreement and subject to penalties, being subject to the penalties outlined in the rental agreement.

**When a Co-Tenant wants to move-out:**

- 1. A Tenant may chose to physically move-out of the rental Unit at any point. However, legal obligations to the Real Agreement may still exist for both the Vacating and Remaining Tenant, even if Vacating Tenant is not in physical occupancy of the Unit.

**a. During the initial fixed lease period**

A tenant may be released from the Rental Agreement during the initial fixed lease period only with the written approval of the remaining Tenant(s) and EREPM. The Tenant Release Addendum must be signed by ALL Tenants on the Rental Agreement. Once signed, the vacating Tenant has no further obligation to the Rental Agreement or claim to the Security Deposit (if vacating Tenant initially has been named as Security Deposit Holder on the original Rental Agreement, then this must be amended on the Tenant Release Addendum. If a tenant vacates during the fixed term without the consent of the remaining Tenants, he/she must submit written, signed and dated documentation stating when they plan to move-out (or the date they moved out if Tenant already has vacated) and provide a forwarding address information. Tenant then is released from Rental Agreement obligation at the end of the fixed term, whether the remaining Tenants agree to it or not.

**b. During a Month-to-Month Agreement**

A Tenant may be released from the Rental Agreement during a month-to-month term by providing written Thirty –day (30) notice to BOTH the remaining Tenants and EREPM (unless remaining Tenants and EREPM agree to a shorter period of time). The Tenant Release Addendum should be signed by all Tenants on the Rental Agreement.

**Security Deposit Dispossession**

The Security Deposit will be returned ONLY after all Tenants have vacated. A refund check may be made payable to a specific individual if so indicated in writing on Addendum A or other addenda. Roommates agree to decide among themselves how the deposit return will be handled. If the Deposit's Deposition requires Tenant to pay outstanding damage to EREPM, Tenant(s) listed as the legally responsible to the Rental Agreement will be bound but not a released Tenant. Being released from the obligations of the Rental Agreement also forfeits all claims to the Security Deposit.

\_\_\_\_\_  
Tenant Signature/Date

\_\_\_\_\_  
Tenant Signature/Date

\_\_\_\_\_  
Tenant Signature/Date

\_\_\_\_\_  
Tenant Signature/Date

\_\_\_\_\_  
EREPM Signature/Date



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Release of Tenant from Leased Property

Released Tenant(s): \_\_\_\_\_

This addendum is made part of the Rental Agreement dated \_\_\_\_\_, for the leasing of property located at \_\_\_\_\_, between \_\_\_\_\_, \_\_\_\_\_

original Tenants and Estey Real Estate and Property Management (EREPM), landlord/agent

Released Tenant: \_\_\_\_\_

- 1. Original Tenant(s) of the Rental Agreement hereby authorize the individual named above to be released from the Rental Agreement and its obligation. Tenant(s) understand and agree the Released Tenant is no longer jointly and severally bound to the Rental Agreement and its addenda. (See Note below.)
2. Tenant(s) AGREES Released Tenant is not responsible recipient of the security deposit for liable for any damage or loss to the Unit or premises, regardless of when the loss of damage occurred (See note below.)
3. All Tenants agree that the Security Deposit will be returned only after all Tenants have vacated the Unit. If not already indicated and agreed to in Addendum A., then all parties agree that \_\_\_\_\_ will be the sole recipient of the security deposit disposition upon move-out. Other Tenants have no claim to the deposit return from EREPM; other tenants must resolve the security deposit disposition with the "deposit holder" named herein. But all tenants, jointly and severally, are responsible to pay any debts owing to EREPM.

The undersigned acknowledge receipt of a copy of this instrument and agree to abide by its terms:

\_\_\_\_\_  
Tenant Signature/Date

\_\_\_\_\_  
Released Tenant Signature/Date

\_\_\_\_\_  
Tenant Signature/Date

\_\_\_\_\_  
Released Tenant Signature/Date

\_\_\_\_\_  
Tenant Signature/Date

\_\_\_\_\_  
Released Tenant Signature/Date

Note: If Tenant wishes to use this Addendum during a fixed lease period (according to Rental Agreement), but the TENANTS DISAGREE and the original (Remaining) Tenant(s) refuse to sign this Addendum, then the Tenant wishing to be released must submit written, signed and dated documentation stating when they plan to move-out (or the if the Tenant has vacated) AND provide forwarding address information. Tenant wishing to be released remains obligated to the Rental Agreement and its addendum until the end of the fixed lease period. Same Tenant then is released from Rental Agreement obligations and all claims to the Security Deposit at the end of the fixed term, whether the Remaining Tenants agree to it or not.