



CHANGING ROOMMATES

Changing roommates has many implications for both the departing and remaining residents. Things to consider include responsibility for future rent payments and damages and who receives security deposit refunds. These topics should be clearly agreed upon and communicated to the management company. Changing roommates without doing so in advance is a lease violation.

1. New Roommates must complete an application form and fax it to 847-631-0768. A Hillco agent must show the apartment to the new resident before the application will be processed. Call 847-831-1045 about twenty-four hours after faxing the form to arrange the showing and again to see if the new roommates credit has been approved. The form is available at:

www.hillcorealty.com/pdf/ApartmentLeaseApplication.pdf

2. If approved you have two options:

A. **A New Lease.** With Hillco's consent, the existing lease can be terminated and replaced with a new lease naming the remaining residents. This will require:

- A \$100 processing fee before the new lease will be prepared and processed.
- An apartment inspection to identify damages, if any.
- A new lease signed by the remaining residents.
- An additional security deposit (usually from the new resident) to bring the deposit balance to the current rent after deduction for damages and amounts refunded the departing resident.

B. **A Substitute Resident Agreement.** As an alternative to a new lease, the new and departing residents can sign the attached Substitute Resident Agreement which makes BOTH residents jointly liable for rent and damages. When the apartment is vacated the deposit refund, if any, is paid to the parties on the lease then in force.

SUBSTITUTE RESIDENT AGREEMENT

Tenant and/or members of Tenant's family or household are parties to a written lease with Landlord (the Lease). Landlord has the right to terminate the Lease if there is a change of occupancy or material change in Tenants (collectively) ability to pay rent or damages. This Addendum states the following additional terms, conditions, and rules which are hereby incorporated into the lease. A breach of this Substitute Resident Agreement shall give each party all the rights and obligations contained herein, as well as the rights in the Lease.

Landlord will refund security deposits only to the parties to the last lease in force. Departing Resident waives any and all claims, rights and interests to the apartment and prepaid rents or security deposits, if any. Jointly and severally, the undersigned Departing Resident, New Resident and each Continuing Resident, are still responsible for all obligations stipulated in the Lease, including rent and damages until the later of (i) the expiration of the Lease or (ii) 90 days after all Tenants that are party to the above Lease have vacated the apartment in good order.

DEPARTING RESIDENT: _____

Moving OUT On: _____, 20____ Printed Name: _____

NEW RESIDENT: _____

Moving OUT On: _____, 20____ Printed Name: _____

CONTINUING RESIDENT _____

Printed Name: _____ Dated: _____

CONTINUING RESIDENT _____

Printed Name: _____ Dated: _____

CONTINUING RESIDENT _____

Printed Name: _____ Dated: _____