SUBLEASE AGREEMENT

I. THE PARTIES

This Sublease Agreement ("Sublease") is entered into on _____, by and between:

Sublessor: _____ with a mailing address of _____ (“Sublessor”) who agrees to sublet to:

Sublessee: _____ with a mailing address of _____ (“Sublessee”) that agrees to rent the Premises from the Sublessor.

Sublessor and Sublessee are each referred to herein as a “party” and, collectively, as the "parties."

II. OCCUPANTS

In addition to the Sublessee, the following individuals are allowed to occupy the Premises: (check one)

☐ _____ (“Occupant(s)”)

☐ There are no other individuals occupying the Premises.

III. THE PROPERTY

The Sublessor agrees to sublet, and the Sublessee agrees to take possession of the property that is located and described as:

Address: _____

Type: ☐ Apartment ☐ House ☐ Condo ☐ Other: _____

Bedroom(s): _____

Bathroom(s): _____

Additional Description: _____

Hereinafter known as the “Premises.”

IV. TERM

Tenancy of this Sublease will begin with the Sublessee taking possession on _____ and ending on _____. Under no circumstances can there be a holdover by the Sublessee.

V. RENT

The Sublessee agrees to pay rent under this Sublease in the amount of $_____ payable on the _____ of each Month to the Sublessor. The rent must be paid in the following manner: _____.

VI. UTILITIES

The Sublessor agrees to pay for the following utilities and services: _____

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All other utilities or services shall be the responsibility and expense of the Sublessee.

VII. SECURITY DEPOSIT

As part of this Sublease, the Sublessor: (check one)

- ☐ **REQUIRES.** a security deposit in the amount of $_____ for the successful performance of this Sublease. Payment of the security deposit is required at the execution of this Sublease and shall be returned at its expiration, less any itemized deductions due to damage or other liabilities (wear and tear excepted).
- ☐ **DOES NOT.** require a security deposit as part of this Sublease.

VIII. LANDLORD'S CONSENT

The original lease between the Landlord and Sublessor: (check one)

- ☐ **ALLOWS.** subletting.
- ☐ **Does NOT.** allow subletting, but consent by the Landlord HAS BEEN GRANTED to the Sublessee to take possession of the Premises.
- ☐ **Does NOT.** allow subletting, and consent by the Landlord WILL BE REQUESTED immediately after this Sublease has been executed. If the Sublessee is denied by the Landlord, this Sublease will be canceled with the Security Deposit returned to the Sublessee with no further liabilities by either party.

IX. SMOKING POLICY

Smoking on the Premises: (check one)

- ☐ Is **ALLOWED**: (check one)
- ☐ Throughout the entirety of the Premises.
- ☐ Only in the following areas: _____
- ☐ Is **NOT ALLOWED** in the Premises or any common areas.

X. MOVE-IN CHECKLIST

At the time of taking possession of the Premises by the Sublessee, the Sublessor and Sublessee will: (check one)

- ☐ **BE REQUIRED.** to complete a move-in checklist that provides a detailed accounting of the condition of the Premises including, but not limited to, repairs needed, water damage, or material defects. This is recommended in order to protect the Security Deposit of the Sublessee.
- ☐ **NOT BE REQUIRED.** to complete a move-in checklist that provides a detailed accounting of the condition of the Premises unless otherwise required by law.

XI. LEAD-BASED PAINT

The Premises: (check one)

- ☐ Was built **BEFORE** January 1st, 1978, and a Lead-Based Paint Disclosure is attached to this Sublease.
- ☐ Was built **AFTER** before January 1st, 1978, and a Lead-Based Paint Disclosure is not required to be

attached to this Sublease.

XII. LIABILITY

Sublessee agrees to surrender and deliver to the Sublessor the Premises, including all furniture and decorations within the Premises in the same condition as they were at the beginning of the term with reasonable wear and tear excepted. The Sublessee will be liable to the Sublessor for any damages occurring to the Premises, the contents thereof, the living areas, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

XIII. GUESTS

There is no other person(s) living on the Premises other than the Sublessee and the Occupant(s). Guests of the Sublessee are allowed for periods not lasting for more than forty-eight (48) hours unless otherwise approved by the Sublessor.

XIV. MASTER LEASE

This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which has been attached and is hereby referred to and incorporated as if it were set out here at length (“Master Lease”). The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the Master Lease for the duration of the Sublease. All disclosures and statements required by the state and listed in the Master Lease are made part of this Sublease and, when attached, will be considered disclosed to the Sublessee in accordance with state and local laws.

XV. DISPUTES

If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they agree to negotiate among themselves before any litigation, arbitration, or mediation.

XVI. WRITTEN AGREEMENT

This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties. Any oral representations made at the time of executing this lease are not legally valid and, therefore, are not binding upon either party.

XVII. GOVERNING LAW

This Sublease is bound to the laws in the state where the Premises is located.

XVIII. ADDITIONAL TERMS AND CONDITIONS

XIX. SEVERABILITY

If any term, covenant, condition, or provision of this Sublease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and in no way be affected, impaired, or invalidated.

XX. ENTIRE AGREEMENT

This Sublease contains the entire agreement of all parties on these matters, superseding any previous agreement between them.

Sublessor's Signature: _____ Date: _____

Print Name: _____

Sublessee's Signature: _____ Date: _____

Print Name: _____

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