

SUBLEASE AGREEMENT

Date of Agreement: _____

1. THE PARTIES

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

SUBLESSOR (Original Tenant):

- Name: _____
- Mailing Address: _____
- Phone: _____
- Email: _____

SUBLESSEE (Subtenant):

- Name: _____
- Mailing Address: Same as property address
- Phone: _____
- Email: _____

AUTHORIZED OCCUPANTS:

- Name(s): _____

(An occupant is a friend or family member allowed to reside on the property)

2. PROPERTY INFORMATION

Property Address: _____

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

Bedrooms: _____ **Bathrooms:** _____

Unit/Apt Number: _____

3. LEASE PERIOD

Start Date: _____

End Date: _____

The Sublessee is permitted to occupy the property on the start date and must vacate and return possession by 11:59 PM on the end date.

4. RENT

Monthly Rent Amount: \$ _____

Due Date: _____ day of each month

Payment Method: ☐ Bank Transfer ☐ Check ☐ Cash ☐ Online Payment ☐ Other: _____

Payment Instructions: _____

First Payment Due Date: _____

5. SECURITY DEPOSIT

☐ **No Security Deposit Required**

☐ **Security Deposit Required:** \$ _____

The security deposit must be paid by the Sublessee at the execution of this Agreement. The security deposit shall be:

- Held by: ☐ Sublessor ☐ Separate Account
- Returned within _____ days after the end of the lease period
- Subject to deductions for damages beyond normal wear and tear
- Accompanied by an itemized list of deductions (if any)

6. PRE-PAYMENT OF RENT

☐ **No Pre-Payment Required**

☐ **Pre-Payment Required:**

- Amount: \$ _____
- Covers period from _____ to _____

7. LATE RENT CHARGES

☐ **No Late Fee**

☐ **Late Fee Applies:**

- ☐ Fixed Amount: \$ _____ for each ☐ occurrence ☐ day rent is late
- ☐ Interest: _____% per annum
- Grace period: _____ days after due date

8. FURNITURE AND FURNISHINGS

☐ **Property is Not Furnished**

☐ **Property is Furnished** with the following items:

9. APPLIANCES

☐ **No Appliances Included**

☐ **Appliances Included:** (check all that apply)

- ☐ Air Conditioner(s)
- ☐ Dishwasher
- ☐ Microwave
- ☐ Refrigerator
- ☐ Stove/Oven
- ☐ Washing Machine
- ☐ Dryer
- ☐ Other: _____

10. UTILITIES & SERVICES

☐ **Sublessee Pays All Utilities**

☐ **Sublessor Pays Some Utilities:**

- Utilities paid by Sublessor: _____
- All other utilities to be paid by Sublessee

☐ **Sublessor Pays All Utilities**

Common utilities include: Electric, Gas, Water, Sewer, Trash, Internet, Cable TV

11. PARKING

☐ **No Parking Provided**

☐ **Parking Provided:**

- Number of spaces: _____
- Type: ☐ Garage ☐ Carport ☐ Driveway ☐ Street ☐ Parking Lot
- Fee: ☐ No Fee ☐ \$_____/month
- Space Number(s): _____

12. PETS

☐ **No Pets Allowed**

☐ **Pets Allowed:**

- Maximum number of pets: _____
- Type(s) allowed: _____

- Maximum weight per pet: _____ pounds
- Pet deposit: \$_____ ☐ Refundable ☐ Non-refundable
- Pet rent: \$_____/month

13. SMOKING POLICY

☐ **Smoking Not Allowed** anywhere on the property

☐ **Smoking Allowed:**

- ☐ In all areas
- ☐ Designated areas only: _____

14. MOVE-IN INSPECTION

☐ **No Move-In Inspection Required**

☐ **Move-In Inspection Required**

Both parties must complete a move-in inspection within _____ days from the start date. The inspection will document the property's condition and must be completed again at move-out to determine any damages caused by the Sublessee.

15. LANDLORD'S CONSENT

☐ **Consent Already Obtained** - The Sublessor has written consent from the landlord to sublet the property (copy attached)

☐ **Consent Pending** - The Sublessor does not yet have consent from the landlord. Upon executing this Agreement, the Sublessor agrees to request written consent within _____ days. If consent is not obtained, this Agreement shall terminate and all money paid shall be refunded to the Sublessee.

Landlord/Property Manager Name: _____

Landlord Contact Information: _____

16. MASTER LEASE

This Sublease is subject to and incorporates all terms of the original lease agreement ("Master Lease") between the Sublessor and the landlord dated _____.

☐ A copy of the Master Lease is attached to this Agreement

The Sublessee agrees to:

- Comply with all terms and conditions of the Master Lease
- Assume all obligations of the Sublessor under the Master Lease during the sublease period
- Follow all building rules, regulations, and policies

Master Lease Term: From _____ to _____

17. SUBLESSEE'S RIGHT TO SUBLET

☐ **No Subletting Allowed** - The Sublessee may not sublet the property without written consent from the Sublessor

☐ **Subletting Allowed** - The Sublessee may sublet the property with prior written approval

18. GUESTS

Guests of the Sublessee are allowed for periods not exceeding _____ consecutive hours/days unless otherwise approved by the Sublessor in writing. The Sublessee is responsible for the conduct and actions of all guests.

19. LIABILITY AND PROPERTY CONDITION

Sublessee Responsibilities:

- Maintain the property in good condition
- Return the property in the same condition as received, excluding normal wear and tear
- Pay for any damages caused by Sublessee or guests
- Report maintenance issues promptly to the Sublessor

Sublessor Responsibilities:

- Remains ultimately responsible to the landlord for all lease obligations
- Responsible for addressing maintenance issues covered under the Master Lease

The Sublessee shall be liable for:

- Damages to the property beyond normal wear and tear
- Violations of the Master Lease terms
- Actions of guests and occupants

20. MAINTENANCE AND REPAIRS

Emergency Repairs: Sublessee must contact _____ at _____ for emergencies

Non-Emergency Repairs:

- Sublessee shall notify Sublessor of needed repairs within _____ hours/days
- Sublessor shall address repairs within reasonable time per Master Lease requirements

21. INSURANCE

Renter's Insurance: ☐ Required ☐ Recommended ☐ Not Required

The Sublessee is strongly encouraged to obtain renter's insurance to cover personal property and liability. The Sublessor is not responsible for damage to or loss of Sublessee's personal property.

22. LEAD-BASED PAINT DISCLOSURE

☐ **Not Applicable** - Property constructed after January 1, 1978

☐ **Applicable** - Property constructed before January 1, 1978

- ☐ Lead-based paint disclosure attached
- ☐ EPA pamphlet "Protect Your Family From Lead in Your Home" provided

23. ENTRY AND ACCESS

The Sublessor (and/or landlord) may enter the property:

- In case of emergency
- With _____ hours/days notice for:
 - ☐ Inspections
 - ☐ Repairs
 - ☐ Showings to prospective tenants (if applicable)

24. TERMINATION

Early Termination:

- Notice required: _____ days written notice
- Early termination fee (if applicable): \$_____
- Conditions allowing early termination: _____

Termination of Master Lease: If the Master Lease is terminated for any reason, this Sublease automatically terminates. The Sublessor shall provide _____ days notice to the Sublessee.

25. DEFAULT AND REMEDIES

If Sublessee defaults on this Agreement by:

- Failing to pay rent when due
- Violating any term of this Agreement or the Master Lease
- Abandoning the property

Then Sublessor may:

- Terminate this Agreement
- Pursue legal remedies including eviction
- Withhold security deposit for damages and unpaid rent
- Seek payment for all costs including attorney fees

26. NOTICES

All notices under this Agreement shall be sent to:

Sublessor: ☐ Address listed in Section 1 ☐ Other: _____

Sublessee: ☐ Property address ☐ Other: _____

Notices may be delivered by: ☐ Hand delivery ☐ Certified mail ☐ Email ☐ Other: _____

27. DISPUTE RESOLUTION

In the event of a dispute, the parties agree to: ☐ Negotiation ☐ Mediation ☐ Arbitration ☐ Litigation

before pursuing legal action. The prevailing party in any legal proceeding may be entitled to recovery of reasonable attorney fees and costs.

28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State/Province of _____, and the jurisdiction where the property is located.

29. ADDITIONAL TERMS AND CONDITIONS

30. SEVERABILITY

If any provision of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

31. ENTIRE AGREEMENT

This Agreement, along with the attached Master Lease, constitutes the entire agreement between the parties. No oral representations or modifications shall be binding. Any amendments must be made in writing and signed by both parties.

32. ACKNOWLEDGMENT

Both parties acknowledge that they have:

- Read and understood this entire Agreement
- Received a copy of the Master Lease
- Had the opportunity to seek legal counsel
- Agreed to all terms voluntarily

SIGNATURES

SUBLESSOR (Original Tenant):

Signature: _____ Date: _____

Printed Name: _____

SUBLESSEE (Subtenant):

Signature: _____ Date: _____

Printed Name: _____

ADDITIONAL SUBLESSEE (if applicable):

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENTS CHECKLIST

- ☐ Copy of Master Lease
- ☐ Move-in Inspection Report
- ☐ Furniture/Property Inventory List
- ☐ Lead-Based Paint Disclosure (if applicable)
- ☐ Landlord's Written Consent
- ☐ Building Rules and Regulations
- ☐ Other: _____