

RESIDENTIAL SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT hereinafter known as the "Sublease" is made and entered into this ____ day of _____, 20____, by and between _____ hereinafter known as the "Sublessor" and _____ hereinafter known as the "Sublessee(s)."

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PROPERTY. This Sublease has for its subject the property located at the street address _____, in the City of _____, State of _____.

The sublease includes the (room(s) / entire property): _____ hereinafter referred to as the "Property."

TERM. This Sublease shall commence on ____ day of, 20____, and is to be rented _____ Month to month _____ For a limited duration beginning on _____, 20____, (hereinafter referred to as the "Term"). Upon the end of the Term, Sublessee shall be required to vacate the Property unless the Sublessor and Sublessee mutually agree to extend the lease.

EARLY TERMINATION. The Sublessee(s):

- ☐ Shall have the right to terminate this Sublease at any time by providing at least _____ days' written notice to the Sublessor. During the notice period for termination, the Sublessee(s) will remain responsible for the payment of rent.
- ☐ Shall not have the right to terminate this Sublease early.

RENT. The rent under this Sublease shall be \$_____ payable on the _____ day of every ☐ Week ☐ Month (hereinafter referred to as the "Rent"). The Rent shall be paid in the following manner:_____.

- A. **Late Rent.** If Rent is not paid within _____ days of the due date, the Rent shall be considered past due and a late fee of ☐ \$_____ or ☐ _____% of the Rent past due shall be applied for every ☐ day Rent is late ☐ occurrence Rent is late.

LAST MONTH'S RENT.

- ☐ The sublessee agrees to pay the sublettor the sum of _____ as last month's rent, which will be due on _____. The last month's rent will be used to cover the last month of the Sublessee's term.

UTILITIES.

- ☐ The Sublessor shall provide the following utilities and services to the Sublessee(s):_____.
The following utilities or services will be the responsibility of the Sublessee(s): _____
- ☐ The utilities are at an additional cost of a flat rate of: _____ per month.
- ☐ The utilities are to be split amongst _____ others and must be paid by the due date.
- ☐ The utilities are to be paid in full by sublessee.

SECURITY DEPOSIT. Upon execution of this Sublease, Sublessee shall deposit with Sublessor the sum of \$_____ (hereinafter referred to as the "Security Deposit") receipt of which is hereby acknowledged by Sublessor, as security for any damage caused to the Property during the Term hereof.

- A. **Refunds.** Upon termination of the tenancy, all funds held by the Sublessor as a Security Deposit may be applied to the payment of accrued rent and the number of damages that the Sublessor has suffered by reason of the Sublessee's noncompliance with the terms of this Sublease or with any and all laws, ordinances, rules, and orders of any and all governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.
- B. **Deductions.** The Sublessor can use the security deposit to pay for reasonable charges like unpaid rent, late charges, unpaid utilities, replacing keys or other devices, cleaning and repairing the property, pet violations, removing unauthorized locks or fixtures, removing abandoned or illegally parked vehicles, and legal fees.

If the security deposit is not enough to cover all these charges, the sublessee must pay the additional amount within _____ days after receiving written demand from the sublessor. The security deposit will be used first to cover non-rent items like late charges and repairs, and then unpaid rent.

- C. **Return.** The Sublessor shall return the Security Deposit to the Sublessee within the requirements within the State or sixty (60) days from the end of the Term, whichever is less.

USE OF PROPERTY: The property shall be used and occupied solely by the Sublessee. Any additional person(s) must be approved and agreed to in writing by both parties. Currently the name(s) of the person(s) occupying the space are:

The property is to be used exclusively as a private dwelling, and no part of the Property shall be used at any time during the term of this Sublease by Sublessee for the purpose of carrying on any business of any kind, or for any purpose other than as a private single-family dwelling. Sublessee shall not allow any other person, other than Sublessee's immediate family or transient relatives and friends who are guests of Sublessee, to use or occupy the Property without first obtaining Sublessor's written consent to such use. Sublessee shall comply with any and all laws, ordinances, rules, and orders of any and all governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.

CONDITION. Sublessee stipulates, represents, and warrants that Sublessee has examined the Property and that they are at the time of this Sublease in good order, repair, and in a safe, clean, and habitable condition.

ALTERATIONS AND IMPROVEMENTS. Sublessee shall make no alterations to the building or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Sublessor. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Property by Sublessee shall, unless otherwise provided by written agreement between Landlord, Sublessor, and Sublessee, be and become the property of Sublessor and remain on the property at the expiration or earlier termination of this Sublease.

MASTER LEASE. Sublessee hereby acknowledges that this Sublease is subject to the terms and conditions of the Lease Agreement between the Sublessor and it is the Sublessor's responsibility to fully inform the Sublessee of such terms.

Sublettor acknowledges and agrees that they have the permission from the landlord to sublet and acknowledges that Sublettor may be responsible for any damages arising from not having such permission.

MAINTENANCE, REPAIR, AND RULES. The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Sublessee, including but not limited to HVAC/air-conditioning units, plumbing fixtures (e.g. showers, bath tubs, toilets or sinks). For the entirety of the term of this Sublease, the Sublessee shall keep the property clean and in good repair. The Sublessee shall:

- A. Comply with any and all rules or regulations covering the Property including but not limited to local ordinances, health or safety codes, those set forth in the Master Lease, and Condominium or Homeowner's

associations, where applicable.

- B. Dispose of any and all waste properly.
- C. Not obstruct any structure intended for ingress, egress, passage or otherwise providing some type of access to, from or through the property.
- A. Keep all windows, balconies, railings and other fixtures or structures visible from outside of the property free from laundry at all times.
- B. Obtain consent of the Sublessor prior to replacing or installing new deadbolts, locks, hooks, doorknobs, and the like
- C. Refrain from all activities that will cause unreasonable loud noises or otherwise unduly disturb neighbors and/or other residents.

GUESTS. Guest(s) of the Sublessee(s) shall not stay beyond a maximum of _____ days without the express written consent of the Sublessor.

PETS. Under this Sublease:

- ☐ **Pets Are Allowed.** The Sublessee shall be allowed to have _____ pet(s) on the Property consisting of
☐ Dogs ☐ Cats ☐ Fish ☐ Other _____ not weighing more than _____ pounds. The Sublessor shall administer a fee of \$_____ per pet on the Property. Landlord and Sublessor shall be held harmless in the event any of the Sublessee's pets cause harm, injury, death, or sickness to another individual or animal. Sublessee is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs Sublessor may incur in removing or causing any animal to be removed.
- ☐ **Pets Not Allowed.** There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

QUIET ENJOYMENT. Upon payment of all sums referred to herein as being payable by Sublessee and Sublessee's performance of all Sublessee's agreements contained herein and Sublessee's observance of all rules and regulations, Sublessee shall and may peacefully and quietly have, hold, and enjoy said Property for the term hereof.

INDEMNIFICATION. Sublessor shall not be liable for any injury to the Sublessee, Sublessee's family, guests, or employees or to any person entering the property and shall not be liable for any damage to the building in which the Property is located or to goods or equipment, or to the structure or equipment of the structure in which the Property is located, and Sublessee hereby agrees to indemnify, defend, and hold Sublessor harmless from any and all claims or assertions of every kind and nature.

DEFAULT. If the sublessor violates this sublease, the sublessee can take legal action to seek any necessary relief.

If the sublessee fails to follow any important rules listed in the sublease or fails to perform any duties required by law, the sublessor may terminate the sublease after giving written notice to the sublessee. If the sublessee fails to pay rent on time, the sublessor can either demand immediate payment of all rent owed and/or take legal action to enforce their rights or terminate the sublease.

ABANDONMENT. If the sublessee leaves the property before the end of the sublease term, the sublessor can take possession of the property as provided by law, and is not responsible for any damages or payments to the sublessee. The sublessor may also choose to re-rent the property and collect the rent, and can hold the sublessee responsible for any difference between the rent that would have been paid under the sublease agreement and the actual rent received by the sublessor.

If the sublessor takes possession of the property due to the sublessee leaving, any personal property left behind by the sublessee will also be considered abandoned after _____ days and can be disposed of by the sublessor as they see fit, without liability.

SEVERABILITY. Should any provision of this Sublease or any part thereof be found illegal, invalid or otherwise unenforceable, all the remaining provisions not found as such, in so far as practicable, shall remain valid and fully to the maximum extent permitted by law.

BINDING EFFECT. This agreement is binding and enforceable upon the parties hereto and their respective heirs, successors, and assigns.

NOTICE. Any notice required or permitted under this Sublease or under _____ state law shall be delivered to Sublessee at the Property address, and to Sublessor at the following address: _____.

PARKING. The Sublessor:

☐ Shall provide ___ parking space(s) to the Sublessee(s) for a fee of \$_____ to be paid ☐ at the execution of this Sublease ☐ on a monthly basis in addition to the rent. The parking space(s) are described as: _____.

☐ Shall not provide parking.

SMOKING POLICY. Smoking on the Property is:

- ☐ Permitted in the following areas:_____.
- ☐ Prohibited on the Property.

DISPUTES. If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

RETALIATION. The Sublessor is prohibited from making any type of retaliatory acts against the Sublessee(s) including but not limited to restricting access to the Property, decreasing or canceling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

EQUAL HOUSING. If the Sublessee(s) possesses any mental or physical impairment, the Sublessor shall provide reasonable modifications to the Property unless the modifications would be too difficult or expensive for the Sublessor to provide. Any impairment(s) of the Sublessee(s) are encouraged to be provided and presented to the Sublessor in writing in order to seek the most appropriate route for providing the modifications to the Property.

LIABILITY. At the end of the Term of this Sublease, the Sublessee shall deliver the Property and all that is included therein to the Sublessor in the condition it was delivered to the Sublessee, save for reasonable wear and tear. The Sublessee shall be liable for any and all damage to the Property that is beyond ordinary wear and tear.

IN WITNESS WHEREOF, the Sublessor and Sublessee(s) have executed this Sublease in multiple originals as of the undersigned date(s).

Sublessor Signature_____

Print Name _____

Date: _____

Sublessee Signature _____

Print Name _____

Date: _____