**SUBLEASE AGREEMENT FORM TEMPLATE**

**PARTIES:**

***THIS SUBLEASE, Agreement is executed on [Execution Date] BY AND BETWEEN*** the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to as the "Sublessor" herein) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to as the "Sublessee" herein). A copy of the original Lease is attached to this Agreement. The Sublessee agrees to comply with all the Contractual terms of the Original Lease.

**PREMISES:**

The Sublessor agrees to deliver the possession of the rental unit located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ZIP code of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Sublessee, and the Sublessee in response warrants to sublease from the Sublessor for the balance of the lease term, and upon all the contractual terms set forth herein, the stated rental unit, and any other areas pertinent to the sublease agreement are referred to as the "rental unit."

 WHEREAS, the landlord [LANDLORD NAME], has expressed approval of the sublessee’s tenancy at the rental unit mentioned herein provided that the tenancy is in compliance with the contractual agreements set forth herein. In consideration of the mutual agreements made herein, all three parties have agreed to the following:

**TERM:**

This Sublease will commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and remain in effect for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated otherwise upon the agreement of both parties.

**DELAY IN COMMENCEMENT OF SUBLEASE:**

If the sublessor fails to provide possession of the rental unit to the sublessee as per the date agreed upon herein, the sublessor will not be held accountable or liable and such failures or delays will not render this Agreement ineffective or void the sublessee or sublessor of the obligations and terms stated herein. However, in cases of such a delay, the sublessee will be released from any rent payment obligations until possession has been delivered to the sublessee.

However, if the sublessor fails to deliver the possession to the sublessee within sixty (60) days after the due date, the sublessee may release both parties from the obligations pertaining to this Agreement by issuing a written notice about the cancellation of this sublease Agreement.

**MONTHLY LEASE AMOUNT:**

The Sublessee warrants to pay to the Sublessor a monthly rent of amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of each month regularly during the course of this Agreement. The sublessee is to make the first rent payment pertaining to this Sublease Agreement immediately after this Agreement is signed.

All the future payments are to be made regularly either in person or via postage to the sublessor’s address as provided herein or via any other method as agreed upon by the parties in written form.

**USE OF PREMISES:**

The sublessee will be granted the right to full usage and control of the rental unit during the course of this Agreement and until the sublease agreement expires or is terminated.

**CONDITION OF PREMISES:**

The rental unit is sublet as an “as is property” which means the Sublessee has accepted the rental unit in its current condition with all the faults and defects currently present. Moreover, by signing this Agreement the Sublessee accepts that the property is in good order and satisfactory condition unless stated otherwise as following:

**Smoke Alarms:**

No. Of Units:  \_\_\_\_\_\_\_\_\_\_\_\_\_

Tested: Yes \_\_\_\_\_  No\_\_\_\_\_

Working: Yes \_\_\_\_\_  No\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **KEYS & REMOTES:** | **QUANTITY** | **RECEIVED** | **RETURNED** |
| Mailbox Keys |  |  |  |
| Door Keys |  |  |  |
| Security Cards |  |  |  |
| Garage Door Remotes |  |  |  |
| Laundry Room Keys |  |  |  |
| Keys  Access Cards  Recreational Facilities |  |  |  |

**WASTE, NUISANCE OR UNLAWFUL USE:**

The sublessee is responsible for the maintenance and well-being of the rental unit and shall not use the premises for any illegal activities.

**ATTORNEY'S FEES:**

In case any legal proceedings take place pertaining to this Sublease Agreement, the guilty party will be under the obligation to compensate the party proven innocent by the court for all the legal costs incurred by the innocent party such as court fees, filing fees, and any attorney’s fees.

**REDOCORATION OR ALTERATIONS:**

The sublessee shall not make any amendments, modifications or changes to the rental unit through any means such as doing woodwork or repainting the walls unless written consent from the sublessor has been obtained.

**BINDING EFFECT:**

The obligations and terms and conditions stated herein are to be inured to the benefit of and remain enforceable on the assignees, successors or representatives of both parties.

**GOVERNING LAW:**

This sublease Agreement is under the governance of the jurisdiction of the state [STATE NAME].

The sublessee warrants that they are of legal age and hold the capacity, power, and authority to enter into this Contractual agreement.

By signing this agreement below both parties agree to the terms and conditions of this Agreement and acknowledge that they have received a copy of this Agreement to keep a record.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sublessor Signature)                                           (Date)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adress: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sublessee Signature)                                           (Date)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver's License or ID Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_