

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made on [date] between:

Sublessor (original tenant): [Sublessor's full legal name] ("Sublessor"), and

Subtenant: [Subtenant's full legal name] ("Subtenant").

The landlord of the property is [Landlord's full legal name or company] ("Landlord"), who signs the consent section below.

1. Premises

Sublessor subleases to Subtenant ☐ the entire premises ☐ the following part of the premises: [describe, e.g. "the front bedroom, with shared use of kitchen and living room"] at [street address, unit number, city, state, ZIP] (the "Premises").

2. Original Lease

Sublessor rents the Premises from Landlord under a lease dated [date of original lease], which ends on [end date of original lease] (the "Original Lease"). Subtenant confirms receiving a copy of the Original Lease, with any rent amounts ☐ shown ☐ removed. Subtenant agrees to follow all terms of the Original Lease that apply to occupants of the Premises, including rules on pets, smoking, noise and use, except the obligation to pay rent to Landlord, which remains Sublessor's unless Section 4 says otherwise.

3. Term

This Sublease begins on [start date] and ends on [end date]. The Sublease cannot extend beyond the end of the Original Lease. If the Original Lease ends early for any reason, this Sublease ends at the same time, and Sublessor will give Subtenant prompt written notice.

4. Rent

Subtenant will pay rent of [\$ amount] per month, due on the [day] day of each month.

☐ Subtenant pays Sublessor by [payment method], and Sublessor continues to pay Landlord under the Original Lease.

☐ With Landlord's written agreement, Subtenant pays Landlord directly by [payment method], and Sublessor remains responsible if any payment is missed.

If rent is more than [number] days late, Subtenant will pay a late fee of [\$ amount], if permitted by law.

5. Security Deposit

Subtenant will pay a security deposit of [\$ amount] to Sublessor on or before [date]. After Subtenant moves out and returns the keys, Sublessor will return the deposit, minus lawful deductions for unpaid rent, unpaid utilities owed under this Sublease, or damage beyond normal wear and tear, with an itemized list of deductions, within the time required by state law.

6. Utilities

- Electricity: ☐ Sublessor ☐ Subtenant ☐ Included in rent
- Gas: ☐ Sublessor ☐ Subtenant ☐ Included in rent
- Water: ☐ Sublessor ☐ Subtenant ☐ Included in rent
- Internet: ☐ Sublessor ☐ Subtenant ☐ Included in rent

7. Condition and Furnishings

Sublessor and Subtenant will complete a move-in condition checklist before Subtenant moves in. The following furnishings stay in the Premises for Subtenant's use: [list, or "None"]. Subtenant will return the Premises and furnishings in the same condition, except for normal wear and tear.

8. Responsibilities

Sublessor remains responsible to Landlord under the Original Lease, unless Landlord releases Sublessor in writing. Subtenant is responsible to Sublessor for rent, utilities owed under this Sublease, and damage caused by Subtenant or Subtenant's guests beyond normal wear and tear.

Sublessor will pass on to Landlord any repair requests from Subtenant promptly and will cooperate to get repairs made.

9. Occupants and No Further Subletting

Only Subtenant and [other occupants, or "no one else"] may live at the Premises. Subtenant may not sublet or assign any part of the Premises.

10. Access

Sublessor ☐ will not keep ☐ will keep a key to the Premises. Sublessor will enter only with at least [number] hours' notice to Subtenant, except in an emergency. Landlord keeps any right of entry it has under the Original Lease and the law.

11. Ending the Sublease

This Sublease ends on the end date in Section 3. Either party may end it early only by written agreement or as allowed by law. Subtenant can be removed only through the procedures required by state and local law.

12. Lead-Based Paint Disclosure

- ☐ The Premises were built in 1978 or later.
- ☐ The Premises were built before 1978, and a copy of the lead-based paint disclosure and the EPA pamphlet "Protect Your Family From Lead in Your Home" are attached.

13. Notices

Notices must be in writing and delivered by hand, by email, or by mail to the contacts below, unless the law requires a specific method for a particular notice.

- Sublessor: [email and forwarding address]
- Subtenant: the Premises address and [email]

14. General Terms

Entire agreement. This Sublease and its attachments, together with the Original Lease terms it incorporates, are the entire agreement between Sublessor and Subtenant.

Amendments. Changes must be in writing and signed by Sublessor and Subtenant, and by Landlord where the change affects Landlord.

Governing law. This Sublease is governed by the laws of the State of [State].

Severability. If any part of this Sublease is found invalid, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Landlord's Consent

Landlord consents to this Sublease. This consent does not change the Original Lease or release Sublessor from any obligation under it, unless stated here: [any additional terms, or "None"].

Signatures

Sublessor

Signature: _____

Name: [full name]

Date: [date]

Subtenant

Signature: _____

Name: [full name]

Date: [date]

Landlord

Signature: _____

Name: [full name]

Date: [date]