

RESIDENTIAL SUBLEASE AGREEMENT

Parties. This Sublease Agreement is made between _____, as the “Sublandlord”, and _____, as the “Subtenant”, together referred to as the “Parties”.

Property Address. The Sublease is for a portion of the Sublandlord’s interest in the premises located at _____ (the “Premises”) on the following terms:

1. **Lease Term.** The Sublease will be executed on a month-on-month term, beginning on _____. This Sublease Agreement may be terminated by either the Sublandlord or Subtenant by providing the other with a _____ day notice to vacate.
2. **Subtenant’s Interest in the Premises.** Subtenant is one of _____ total tenants (the “Tenants”) jointly and severably occupying the Premises.
3. **Rent.**
 1. **Amount.** Subtenant will pay a total monthly rent of \$_____. Rent must be received by the first day of each month, paid directly to the Sublandlord.
 2. **Payment.** Rent may be paid either by check or by wire transfer direct from a bank account. Rent paid via check shall be mailed to the Sublandlord at the below address.
Sublandlord Mailing Address:

Wire Transfer:
Bank: _____
Bank Routing Number: _____
Bank Account Number: _____
3. **Late Fee.** A late fee of _____ will be incurred if rent is not paid when due. Sublandlord will have all rights of the Master Landlord with respect to eviction if late rent is not paid.
4. **Security Deposit.** A security deposit equal to one month's rent of \$_____ shall be paid before the lease start date specified in Section 1 above. If there is no damage to the property, the security deposit will be returned in full upon Subtenant vacating the premises. If there is damage, the security deposit will be withheld in full or partial to cover repairs.
5. **Condition of the Premises.** Subtenant acknowledges that they will examine the Premises and report to the Sublandlord with photo documentation any problems within 24 hours of receipt of the keys. Upon the termination of this Sublease Agreement for any cause, Subtenant

will leave the Premises in its original condition, except for reasonable wear and tear. Subtenant is responsible for the repair of any damage resulting from the act or neglect of Subtenant or their guests.

6. **Utilities.**

1. **Included Utilities.** For the purposes of this Sublease, “included utilities” are: heat, water, and hot water. “Non-included utilities” are, but are not limited to: electricity, gas, phone, cable, and internet.
2. **Responsibility.** The Subtenant may assign all non-included utilities into their own name, if so desired. Otherwise, the Subtenant agrees to pay the full cost of all non-included utilities directly to the Sublandlord, in which case the Sublandlord agrees to provide copies of all utility bills as received.

7. **Smoking.** Smoking is not permitted in the Premises.

8. **Pets.** No pets of any kind are permitted without written consent from the Sublandlord.

9. **Subleasing and Assignment.** Subtenant may not sublease or assign the Premises to any other Parties.

10. **Noise and Disruptive Activities.** Subtenants or their guests shall not disturb, endanger, or inconvenience other tenants of the building, nor violate any law, nor commit or permit waste or nuisance in or about the Premises. Subtenants shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Subtenants shall be responsible for any fines, charges, or penalties assessed by Master Landlord.

1. **Termination Notice.** Subtenant’s tenancy will terminate on the date specified in Section 1 above, unless Sublandlord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy.

2. **The Master Lease.** This Sublease is subject and subordinate to the Master Lease. It is the intent of the Parties to incorporate the terms of the Master Lease into this Sublease by reference except as otherwise specifically provided herein. Where there is a material conflict between terms of the Master Lease and this Sublease, the Master Lease will govern. Subtenant agrees to be bound by and perform all the terms, provisions, and conditions to be performed by or applicable to Sublandlord under the Master Lease to the extent applicable to the Premises or use of any portion of the Building. Any references to “Tenant” in the Master Lease shall be deemed references to the Subtenant. Sublandlord shall have the benefit of all rights and remedies available to Master Landlord under the Master Lease.

3. **Termination of Master Lease.** Sublandlord will provide _____ days notice to Subtenant if the Master Lease is terminated. Subtenant agrees that if the Master Lease is terminated for any reason, including without the required notice as determined above, this Sublease Agreement will terminate as of the same date.

4. **Indemnification.** Sublandlord shall not be liable and Subtenant hereby waives all claims against Sublandlord for any damage to any property or any injury to any person in or about the Premises for any cause whatsoever. Subtenant shall indemnify and hold the Sublandlord harmless from and against any and all loss, claims, liability, or costs (including court costs and

attorney fees). The provisions of this “Indemnification” section shall survive the termination of the Sublease Agreement with respect to any claims or liability accruing prior to such termination.

5. **Complete and Binding Agreement.** All preliminary negotiations between the Parties are merged into and superseded by the terms of this Sublease. This Sublease will not be enforceable until signed by both Subtenant and Sublandlord. Any modification to this Agreement must be in writing, signed by both Sublandlord and Subtenant.

We, the Undersigned, agree to the above stated terms.

