

Residential Sublease Agreement

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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 for a term beginning on [Start Date] _____ and ending on [End Date] _____.

2. Subtenant's Interest in the Premises

Subtenant is one of _____ total tenants (the "Tenants") jointly and severally occupying the Premises. Subtenant will not share a bedroom at the Premises. Subtenant may share all of the common spaces (e.g., living room, dining room, kitchen, balcony) in the Premises equally with the other Tenants.

3. Rent

3.1 **Rent Amount.** Subtenant will pay a total monthly rent of \$ _____. Rent will be payable on the first day of each month directly to the Sublandlord. The schedule of rent payments will be as follows:

Before [Date] _____ : \$ _____

[Date] _____ : \$ _____

[Date] _____ : \$ _____

[Date] _____ : \$ _____

3.2 **Rent Payment.** Rent may be paid by check, wire transfer or paypal personal transfer direct from a bank account. Rent paid via check shall be mailed to the Sublandlord at the below address. For rent that is mailed to the Sublandlord, the postmark date of the letter is the date of payment.

Mailing Address:

Wire Transfer:

Bank Name: _____

Routing #: _____

Account #: _____

Paypal:

[Paypal Account] _____

3.3 **Late Rent.** A late charge 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 mailed in the form of a Cashiers Check before the lease start date, _____. The check will be held and not cashed during the duration of the Lease Term. If there is no damage to the property, the security will be returned in full upon Subtenants vacating the premises on _____.

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 their original good 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

The Subtenant agrees to pay \$ _____ per month for cable (added monthly to rent, or paid in one lump sum upfront). Subtenant is not responsible for paying all other utilities including electric, internet, trash and water.

7. Parking Space

The Subtenant is assigned _____ parking spaces, numbered Parking Space _____ and Parking Space _____, as part of this Sublease Agreement.

8. Smoking

Smoking is not permitted in the Premises.

9. Pets

No pets of any kind are permitted.

10. Subleasing and Assignment

Subtenant may not sublease, or assign the Premises.

11. 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 the condo development's Home Owner's Association ("HOA") as a result of any violation of the HOA's rules.

12. Termination Notice

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

13. 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.

14. 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, this Sublease Agreement will terminate as of the same date.

15. 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 attorneys' 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.

16. 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.

Sublandlord: [Print Name] _____

Signature: _____ Date: _____

Subtenant: [Print Name] _____

Signature: _____ Date: _____