

RESIDENTIAL SUBLEASE AGREEMENT

1. PARTIES

This Residential Sublease Agreement (this "Sublease") is made on _____ between _____, with a mailing address of _____ (the "Tenant"), and _____, with a current address of _____ (the "Subtenant").

2. THE ORIGINAL LEASE

The Tenant rents the Premises from _____, whose address for notices is _____ (the "Landlord"), under a lease dated _____ that ends on _____ (the "Original Lease"). This Sublease is subject to the Original Lease. The Subtenant shall follow all rules and obligations of the Original Lease that apply to occupying the Premises (other than paying rent to the Landlord), and shall not do anything that would put the Tenant in breach of it. If this Sublease conflicts with the Original Lease, the Original Lease controls.

- ☐ The Tenant has given the Subtenant a copy of the Original Lease, from which the rent amount may be redacted, and the Subtenant acknowledges reading it.
- ☐ The Tenant has described the rules of the Original Lease to the Subtenant, and shall give the Subtenant a copy on request.

3. LANDLORD'S CONSENT

- ☐ The Tenant represents that the Original Lease permits subletting without the Landlord's consent and that the Tenant has given the Landlord any notice the Original Lease requires.
- ☐ The Landlord has consented to this Sublease in writing, and the Tenant has given the Subtenant a copy of that consent.
- ☐ This Sublease takes effect only when the Landlord consents to it in writing. The Tenant shall request consent promptly after this Sublease is signed. If the Landlord refuses, or has not consented by _____, this Sublease ends automatically, and the Tenant shall refund within seven (7) days all money the Subtenant has paid, with no further obligation on either party.

4. PREMISES

- ☐ The Tenant sublets to the Subtenant the entire _____ located at _____ (the "Premises").
- ☐ The Tenant sublets to the Subtenant the following room: _____, in the home located at _____, together with shared use of the kitchen, living areas and _____ (together, the "Premises"). The Tenant keeps the rest of the home and any belongings stored there.
- ☐ The Subtenant may use the following parking: _____.
- ☐ Parking is not included.
- ☐ The Subtenant may use the following furniture and household items, which remain the Tenant's property and shall be returned in the same condition, ordinary wear and tear excepted: _____.
- ☐ The Premises is sublet unfurnished.
- ☐ Only the Subtenant and the following people may live at the Premises: _____.

- ☐ Only the Subtenant may live at the Premises.

5. TERM

This Sublease begins on _____ and ends on _____ (the "Term"), unless ended earlier under this Sublease. It does not renew automatically, and it can never extend past the end of the Original Lease. If the Original Lease ends early for any reason, this Sublease ends at the same time; if that happens through no fault of the Subtenant, the Tenant shall refund any prepaid rent and the Security Deposit (less lawful deductions).

- ☐ Either party may end this Sublease early by giving the other at least ____ days' written notice. Rent is due through the end of the notice period.
- ☐ Neither party may end this Sublease early except as stated in it or as required by law.

6. RENT

The Subtenant shall pay the Tenant rent of \$_____ per month, due in advance on the _____ day of each month, by _____. Rent for a partial month is prorated by day. The Tenant shall keep paying the rent due under the Original Lease to the Landlord on time and shall give the Subtenant proof of payment on request.

- ☐ If rent is not received within ____ days after it is due, the Subtenant shall pay a one-time late fee of \$_____, to the extent permitted by law.
- ☐ No late fee will be charged.

7. UTILITIES

The Subtenant shall pay for all utilities and services for the Premises during the Term except the following, which the Tenant will pay: _____. For utilities that stay in the Tenant's name, the Subtenant shall reimburse _____ of each bill within ten (10) days after receiving a copy of it.

8. SECURITY DEPOSIT

- ☐ Before moving in, the Subtenant shall pay the Tenant a security deposit of \$_____ (the "Security Deposit"). The Tenant may deduct from it only unpaid rent or utilities owed under this Sublease and the reasonable cost of repairing damage or cleaning beyond ordinary wear and tear, and shall return the balance, with a written itemized list of any deductions, within ____ days after the Subtenant moves out and returns the keys, or within any shorter time the law requires. The Security Deposit may not be used as the last month's rent without the Tenant's written agreement.
- ☐ No security deposit is required.

9. CONDITION, CARE AND REPAIRS

Before the Subtenant moves in, the parties shall walk through the Premises together and sign a written list of its condition and any existing damage. The Subtenant shall keep the Premises clean and in good condition, report any needed repair to the Tenant promptly, and pay for damage caused by the Subtenant or the Subtenant's guests or pets, beyond ordinary wear and tear. The Tenant shall forward repair requests to the Landlord promptly and use reasonable efforts to have the Landlord make the repairs the Original Lease requires.

10. RULES

- ☐ The Subtenant may keep the following pets, as far as the Original Lease allows, and is responsible for all damage they cause: _____.
- ☐ No pets are allowed, except assistance animals as the law requires.

- ☐ Smoking is allowed only in the following areas, and only as far as the Original Lease allows:

_____.

- ☐ Smoking and vaping of any kind are not allowed in the Premises or any common area.

The Subtenant shall not sublet or assign any part of the Premises, or let anyone else live there, without the Tenant's written consent and any consent the Original Lease requires. The Tenant may enter the Premises at reasonable times after at least twenty-four (24) hours' notice (or any longer notice the law requires), and at any time in an emergency.

11. INSURANCE

The Subtenant shall maintain renter's insurance covering the Subtenant's belongings and personal liability with liability coverage of at least \$_____, and shall show proof before moving in. The Tenant's and the Landlord's insurance does not cover the Subtenant's belongings. The Subtenant shall indemnify the Tenant against claims and costs arising from the acts of the Subtenant or the Subtenant's guests at the Premises.

12. LEAD-BASED PAINT

- ☐ The Premises was built before 1978. Before this Sublease was signed, the Tenant gave the Subtenant the federal Lead-Based Paint Disclosure (lease form), signed by both parties, and the EPA pamphlet "Protect Your Family From Lead in Your Home."
- ☐ The Premises was built in 1978 or later.

13. BREACH

If either party breaks this Sublease, the other shall give written notice describing the problem. If the problem is unpaid rent, the Subtenant has the time required by state law (and at least ___ days) after the notice to pay it; for any other breach that can be fixed, the party in breach has ___ days to fix it. If it is not fixed, the other party may end this Sublease by written notice and pursue its remedies under the law. The Tenant may recover possession of the Premises only through the court process the law requires, and shall not change the locks, remove the Subtenant's belongings or shut off utilities to force the Subtenant out.

14. MOVING OUT

At the end of the Term, the Subtenant shall move out, remove all belongings, return all keys and access devices, and leave the Premises clean and in the condition recorded at move-in, ordinary wear and tear excepted. If the Subtenant stays past the end of the Term without the Tenant's written agreement, the Subtenant shall pay rent for each extra day, prorated, and is responsible for any loss the Tenant suffers under the Original Lease because of the delay.

15. NOTICES

Notices must be in writing and delivered by hand, by mail with postage prepaid, or by email to an address the receiving party has given for notices: to the Tenant at the address above (email: _____), and to the Subtenant at the Premises (email: _____).

16. DISPUTES

- ☐ Any dispute shall be resolved in the courts of the county where the Premises is located, including small claims court for claims within its limits.
- ☐ The parties shall first try to resolve any dispute through mediation, including any free community mediation service. If that does not resolve it within thirty (30) days, either party may go to the courts of the county where the Premises is located, including small claims court.

17. GENERAL PROVISIONS

This Sublease is governed by the laws of the State of _____. If any part of it is invalid, the rest remains in effect. It is the parties' entire agreement about the Premises, may be changed only in a writing signed by both, and may be signed in counterparts and electronically.

18. ADDITIONAL TERMS

- ☐ The parties also agree to the following: _____
- ☐ There are no additional terms.

The parties have signed this Sublease on the dates below.

TENANT

_____ Date: _____

Printed name: _____

SUBTENANT

_____ Date: _____

Printed name: _____