**SUBLEASE AGREEMENT**

This sublease (hereinafter referred to as the Sublease) is made this **[DATE EFFECTIVE]** (hereinafter the “Eﬀective Date”) by and between **[SUBTENANT]** (jointly and severally if more than one, the “Subtenant”), **[TENANT]** (jointly and severally if more than one, the “Tenant”) and **[LANDLORD]** (the “Landlord”).

Landlord and Tenant entered into a Lease dated **[ORIGINAL LEASE DATE]** (the “Lease”) for the real property located at **[PROPERTY ADDRESS]** (the “Premises”), a copy of which is attached to this Sublease as Exhibit “A”. The covenants and conditions stated in the Lease shall bind both the Subtenant and the Tenant, jointly and severally.

The Subtenant agrees to sublet and the Subtenant agrees to take the Premises in accordance with the covenants and conditions under the Lease and agree to keep, perform and fulfill the promises, conditions and agreements together with those terms as follows:

1. The rent is **$\_\_\_\_\_\_\_** per month, payable in advance on the day of each month. The rent is payable to at (address) **[ADDRESS FOR RENT PAYMENTS]**.
2. The Sublease agreement will terminate on **[SUBLEASE TERMINATION DATE]**. There shall be no holding over under the terms of this Sublease agreement under any circumstances.
3. All charges for utilities connected with premises which are to be paid by the Tenant under the Lease shall be paid by the Subtenant for the term of this sublease.
4. Tenant agrees to surrender and deliver to the Subtenant the premises and all furniture and decorations within the premises in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. The Subtenant will be liable to the Tenant for any damages occurring to the premises or the contents thereof or to the building which are done by the subtenant or his guests. Subtenant agrees to pay to Tenant a deposit of **$[DEPOSIT TO TENANT]** to cover damages and cleaning. Tenant agrees that if the premises and contents thereof are returned to him/her in the same condition as when surrendered to the Subtenant, reasonable wear and tear thereof excepted, (s)he will refund to the subtenant **$[DEPOSIT REFUND]** at the end of the term, or within 30 days thereafter. Any reason for retaining a portion of the deposit shall be explained in writing within 30 days to the Subtenant.
5. At the time of taking possession of the premises by the Subtenant, the Subtenant will provide the Tenant with an inventory form within three (3) days of taking possession.
6. This Sublease agreement incorporates and is subject to the Lease between the Landlord and his lessor, a copy of which is attached hereto as Exhibit “A”, and which is hereby referred to and incorporated as if it were set out here at length. The Subtenant agrees to assume all of the obligations and responsibilities of the Tenant under the Lease for the duration of the Sublease agreement.
7. In the event of any legal action concerning this Sublease, the losing party shall pay to the prevailing party reasonable attorney’s fees and court costs to be fixed by the court wherein such judgment shall be entered.
8. Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. This lease constitutes the sole agreement between the parties, and no additions, deletions or modifications may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).
2. This Sublease is not binding upon either party unless approved by the Landlord and executed below.

This Sublease is effective as of the date first above written.

|  |  |
| --- | --- |
| **TENANT:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[TENANT NAME][TENANT ADDRESS][TENANT ADDRESS][TENANT PHONE][TENANT EMAIL] | **SUBTENANT:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[SUBTENANT NAME][SUBTENANT ADDRESS][SUBTENANT ADDRESS][SUBTENANT PHONE][SUBTENANT EMAIL] |

I hereby give my consent to this Sublease and do further accept and acknowledge the terms and conditions under this Sublease by and between Tenant and Subtenant.

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

[LANDLORD NAME]

[LANDLORD ADDRESS]

[LANDLORD ADDRESS]

[LANDLORD PHONE]

[LANDLORD EMAIL]

EXHIBIT “A”