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Sublease Agreement

National template

1. Parties

This Sublease Agreement (the "Sublease") is made on _____ between _____ ("Sublandlord," the tenant under the Master Lease described below) and _____ ("Subtenant," whether one or more).

The owner or manager of the Premises is _____ ("Landlord"). Landlord is not a party to this Sublease except to give the consent in the "Landlord's Consent" section.

2. The Master Lease

Sublandlord rents the Premises from Landlord under a written lease dated _____ (the "Master Lease"). A copy of the Master Lease is ☐ attached ☐ already given to Subtenant.

This Sublease is subject to the Master Lease. Subtenant shall follow every term of the Master Lease that applies to the Premises and shall not do anything that would put Sublandlord in breach of it. If this Sublease and the Master Lease conflict, the Master Lease controls.

3. Premises

Sublandlord subleases to Subtenant ☐ the entire dwelling ☐ only this part of it: _____, located at _____ (the "Premises"), for residential use only.

The Premises shall be occupied only by Subtenant(s) named above and the following minors: _____.

4. Sublease Term

The Sublease begins on _____ and ends on _____. It ends no later than the last day of the Master Lease, and ends earlier if the Master Lease ends earlier for any reason.

5. Rent

Subtenant shall pay rent of $_____ per month, due in advance on the ____ day of each month, payable to _____ by _____.

☐ Subtenant pays the rent to Sublandlord, who pays Landlord under the Master Lease. ☐ Subtenant pays the rent directly to Landlord, and any balance to Sublandlord.

6. Security Deposit

Subtenant shall pay Sublandlord a security deposit of $_____ before taking possession. The deposit secures Subtenant's performance and may be applied to unpaid rent, cleaning, and damage beyond normal wear and tear.

Sublandlord will return the deposit, with an itemized statement of any deductions, within the deadline required by state law after the Sublease ends and Subtenant provides a forwarding address.

7. Late Fees

If rent is not received by the ____ day of the month, Subtenant shall pay a late fee of $_____ (or ____%), not to exceed the maximum allowed by state law. A late fee may only be charged as permitted by law and must be stated in this Sublease to be enforceable.

8. Utilities & Services

Subtenant is responsible for the following utilities/services: _____. Sublandlord is responsible for: _____.

9. Use, Condition & Maintenance

Subtenant has inspected the Premises and accepts it as is, except: _____. Subtenant shall keep it clean, report needed repairs to Sublandlord promptly, and pay for damage caused by Subtenant, occupants or guests beyond normal wear and tear.

Subtenant shall use the Premises only as a private residence, comply with all laws, and not disturb neighbors' peaceful enjoyment. Subtenant shall not assign this Sublease or sublet further, and shall not make alterations, without written consent from Sublandlord and Landlord.

10. Entry

Landlord's right to enter the Premises under the Master Lease continues. Sublandlord may enter the Premises only after giving Subtenant the notice required by state law and at reasonable times, except in a genuine emergency (fire, flood, or similar) where no notice is required.

11. Sublandlord Stays Responsible

Sublandlord remains responsible to Landlord for everything the Master Lease requires, including the rent, whether or not Subtenant pays. Nothing in this Sublease releases Sublandlord from the Master Lease.

12. Landlord's Consent

The Master Lease ☐ requires ☐ does not require Landlord's written consent to a sublease. Landlord's address for notices: _____.

Landlord consents to this Sublease on the terms above. This consent (a) does not release Sublandlord from the Master Lease, (b) is not consent to any later sublease or assignment, and (c) does not change any term of the Master Lease. Landlord gives this consent in the way the Master Lease requires.

Landlord signature

Date

13. Standard Terms

Governing law: this Sublease is governed by the laws of the state where the Premises are located. If any provision is held unenforceable, the remaining provisions stay in effect (severability).

This Sublease, with any attached addenda and required disclosures, is the entire agreement between the parties and may be changed only in a signed writing. A provision that waives a right guaranteed to Subtenant by state law is not enforceable.

14. Required Disclosures & Addenda

Choose your state above to list the disclosures it requires. Attach each one that applies and have both parties acknowledge receipt.

15. Signatures

By signing, each party acknowledges reading and agreeing to this Sublease and receiving the required disclosures listed above.

Sublandlord signature

Date

Subtenant signature

Date

Subtenant signature

Date