

# Sublease Agreement

## 1 EFFECTIVE DATE

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This agreement of subleasing hereafter "Agreement" shall be deemed effective from the following date: \_\_\_\_\_, hereafter "Effective Date."

## 2 PARTIES

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The parties are hereby established as \_\_\_\_\_ [name], hereafter "Sublandlord," and \_\_\_\_\_, hereafter "Subtenant."

## 3 PREMISES

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The terms of this sublease agreement are subject to the terms and restrictions of the primary lease agreement regarding the property located at \_\_\_\_\_ [full address], hereafter "Primary Premises," during the lease term of \_\_\_\_\_ [date] to \_\_\_\_\_ [date], With the Primary Landlord of \_\_\_\_\_ [landlord name], and tenant (Sublandlord) \_\_\_\_\_ [name]. The execution of this Sublease Agreement does not preclude the authority of a clause in the Primary Lease Agreement which may prohibit or restrict the subletting of the Primary Premises.

In the case that the terms and conditions within the Sublease Agreement are not precluded by the Primary Lease Agreement, the Sublandlord agrees to sublease to Subtenant the following premises: \_\_\_\_\_ [portion of premises], hereafter "Subleased Premises."

## 4 PRIVATE USE

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This agreement constitutes a residential subleased agreement. As such, this at least premises will not be used at any time for the purposes of carrying on professional business, solicitation of businesses, or trade of any kind, other than for the purposes normal for a private single-family residence. Carrying of professional business does not include certain un-intrusive working, such as sole proprietorship remote or online work, telecommuting, working from home, or other normal residential working activities.

## 5 TERM

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The period of effect "Term" of this Agreement Shall begin on the Effective Date and end on the following date of termination \_\_\_\_\_ [date], hereafter "Termination Date."

## 6 COMPENSATION

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In exchange for all terms, provisions, and promises in this Agreement, the Subtenant agrees to pay a sum of \$ \_\_\_\_\_ [amount] to the Sublandlord, with a frequency of \_\_\_\_\_ [months/weeks], or on the \_\_\_\_\_ [day] of every month (whichever is filled out) during the Term.

## 7 DELIVERY

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The Delivery of Compensation for this Sublease Agreement will be made to \_\_\_\_\_ [name] at \_\_\_\_\_ [full address] with \_\_\_\_\_ [additional instructions].

## 8 UTILITIES

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All sums due relating to utilities and other charges excluding Compensation will be paid by \_\_\_\_\_, hereafter "Utility Paying Party." The Utility Paying Party agrees to assume all liability for payment of charges excluding Compensation which are due upon the Subleased Premises, and to follow all rules established by contracts with utility companies or other parties with ongoing or new (effective within the Term of this Agreement) contracts regarding the Subleased premises.

## 9 WEAR AND TEAR

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The Sublandlord agrees to provide a [ ] Furnished [ ] Unfurnished [mark one box] Subleased premises to the Subtenant for the Term of this Agreement. The Subtenant agrees to provide, upon termination of this Agreement, all furnishings that were present at the Effective Date of this Agreement, with reasonable wear and tear only.

At the Sublandlord's option, the Subtenant opts to pay additional fees for any damages incurred during the Term of this Agreement, whether or not a direct result of the Subtenant, which are outside of the normal interpretation of "reasonable wear and tear," up to the original purchase price of the furnishings, minus applicable depreciation at the Effective Date of this Agreement, \$ \_\_\_\_\_ (total furnishing value).

## 10 SECURITY DEPOSIT

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The Subtenant agrees to pay the Security Deposit sum of \$ \_\_\_\_\_. The Sublandlord agrees to return the security deposit within \_\_\_\_\_ days of the Termination of this Agreement if the Subleased Premises, including all furnishings, is in a "normal" condition at the time of Termination. If any fees are paid by the Sublandlord for cleaning, repair or replacement of furnishings, repair of the Subleased Premises, or unpaid Utilities, then the fees will be subtracted from the amount of the Security Deposit, and the remainder will be returned to the Subtenant.

The Sublandlord agrees to provide a notice of reason delivered in writing to the Subtenant within \_\_\_\_\_ days of the Date of Termination of this Agreement, if the Security Deposit is not to be returned to the Subtenant in full.

## 11 INSURANCE

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The Subtenant, at their own expense, agrees to purchase and maintain current insurance with the following terms: \_\_\_\_\_ during the Entire Effective Term of this Agreement, without any lapse or coverage gap.

The Subtenant agrees to deliver written proof of insurance to the Sublandlord: (a) before the Effective Date of this Agreement, and (b) not more than 15 days after any written "Letter of Request of Proof of Insurance" or equivalent written communication from the Sublandlord.

## 12 ALTERATIONS AND IMPROVEMENTS

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The Subtenant's rights regarding alterations and improvements are inherited and not greater than the Sublandlord's rights. Any alterations or improvements (if allowed by the Primary Lease Agreement) must be approved in writing by the Sublandlord or other relevant parties subject to the Primary Lease Agreement. According to this Agreement (which matches the Primary Lease Agreement in good faith), the Subtenant is allowed without authorization to \_\_\_\_\_,

\_\_\_\_\_ and prohibited (in any case) to \_\_\_\_\_.

## 13 TAXES

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The Subtenant will pay any tax, excise, or duty which is assessed against the business of the Subtenant, the Subleased Premises, or any personal property relating to the Subleased Premises. The Subtenant agrees to avoid undue fees or penalties and pay any said fees as soon as possible.

## 14 DEFAULT CONDITIONS

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A status of "Default" will come into effect upon this Agreement if any of the following conditions are met:

- (a) The Subtenant fails to pay the Compensation, or any other monetary sum established in this Agreement due to the Sublandlord within the grace period (if any);
- (b) The Subtenant fails to perform any obligations of this Agreement or the Primary Lease Agreement;
- (c) The Subtenant declares bankruptcy or insolvency, or becomes bankrupt, insolvent, or involved in dissolution or liquidation proceedings;
- (d) The Subtenant abandons the Subleased Premises;
- (e) The Subtenant uses the Subleased Premises for unpermitted or illegal actions or uses, or if the Subtenant causes or allows others to use the Premises for unpermitted or illegal actions or uses.
- (f) The Subtenant willfully or unwilfully causes or allows the destruction of the Premises, by the Subtenant or any other entity.

## 15 REMEDIES

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When Conditions of Default are met, the Sublandlord may conduct any of the following remedies:

- 1.) Termination of the Sublease Agreement upon any notice required, and the Term will immediately become forfeited and void.
- 2.) The Sublandlord has the option to perform any obligation of this Agreement or the Primary Lease Agreement, on behalf of the Subtenant, and seek redress from the Subtenant.
- 3.) The Sublandlord may reenter in whole or part of the Subleased Premises, and in the name of the whole re-possess anything contained within the Subleased Premises.

The existence of any remedy listed above does not preclude the Sublandlord from exercising any other remedy or specific right whether allowed by law, or provided by equity, or expressly provided for in the Primary Lease Agreement.

## 16 GOVERNANCE

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This Sublease Agreement will be subject to the laws of \_\_\_\_\_ [legal jurisdiction], hereafter "Governing Jurisdiction."

## 17 SEVERABILITY

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Any provisions of this Sublease Agreement that are found invalid, void, or unenforceable by a court of law in the Governing Jurisdiction shall not preclude other provisions from remaining in-force.

Any alterations or improvements must be made in compliance with the laws of the Governing Jurisdiction, and any alterations or improvements which fail to comply with the laws of the Governing Jurisdiction shall not change the enforceability of the remainder of provisions of this Agreement.

## 18 SUBLETTING

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The Subtenant will not sublet, or reassign or transfer, (hereafter "Sublet,") any provision of this Agreement to a third party, without the prior written consent of the Sublandlord. Any primary, secondary, tertiary, or further Subletting may be precluded, restricted, or prohibited by the Primary Lease Agreement, and the presence of this clause does not allow Subletting.

In the event that any conflict exists between this clause, or related other agreements with the Sublandlord, and the Primary Lease Agreement, the Primary Lease Agreement supplants and takes full precedence.

## 19 ENTIRE AGREEMENT

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The terms and provisions of this written Sublease Agreement constitute the entirety of the written Agreement between the Parties for the Term provided. Any oral or implied provisions, promises, or considerations are replaced and nullified by the execution of this Sublease Agreement.

## 20 EXECUTION

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The parties hereby agree to execute, in Witness whereof the Subtenant and Sublandlord, and have duly affixed their signatures on the date of execution this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name