

## SUBLEASE AGREEMENT

This is an agreement, dated \_\_\_\_\_, to sublet real property (hereinafter, the "Sublease") between \_\_\_\_\_ (hereinafter known as the "Tenant") and \_\_\_\_\_ (hereinafter known as the "Subtenant"). The Tenant agrees to sublet, and the Subtenant agrees to take possession of the property located at:

\_\_\_\_\_.

(hereinafter, the "Premises") under the following terms and conditions:

### **1. Term**

Tenancy of this Sublease shall begin with the Subtenant taking possession on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### **2. Rent**

The rent under this Sublease shall be \$\_\_\_\_\_ payable on the \_\_\_\_\_ of every  Week  Month, commencing on \_\_\_\_\_. The rent shall be paid in the following manner: \_\_\_\_\_.

### **3. Utilities**

The Tenant agrees to pay for the following utilities:

\_\_\_\_\_

All other utilities shall be the responsibility and expense of the Subtenant.

#### **4. Liability**

Subtenant agrees to surrender and deliver to the Tenant the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Subtenant will be liable to the Tenant for any damages occurring to the premises, the contents thereof, the living areas, including any common spaces. All actions conducted by any guests of the Subtenant are the responsibility and liability of the Subtenant.

#### **5. Security Deposit**

The Tenant shall require a Security Deposit in the amount of \$\_\_\_\_\_ that will be paid at the beginning of the term. Any damage or repairs needed at the end of the term due to the Subtenant shall be credited against the Security Deposit. Any reason for retaining a portion of the Security Deposit shall be explained in writing when returning the funds to the Subtenant. The funds shall be sent to the Subtenant within \_\_\_\_ days after the Sublease has ended with the Subtenant vacating the Premises along with their possessions.

#### **6. Lead-Based Paint**

The Premises:

was built before 1978 and the Lead-Based Paint Disclosure form shall be attached to this Sublease.

was not built before 1978.

## **7. Master Lease**

This Sublease must follow and is subject to the original lease agreement between the Tenant and Landlord (the "Master Lease"), a copy of which shall be made available to the Subtenant upon request. The Subtenant agrees to assume all of the obligations and responsibilities of the Tenant under the original lease for the duration of the Sublease.

## **8. Disputes**

If a dispute arises during or after the term of this Sublease between the Tenant and Subtenant, they agree to hold negotiations in good faith amongst themselves before commencing litigation.

## **9. Written Agreement**

This Sublease constitutes the sole agreement between the Tenant and Subtenant with no additions, deletions, or modifications that 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).

**10. Landlord's Consent.** The original lease between the Landlord and Tenant:

- allows subletting.
- does not allow subletting but the Landlord has given consent
- does not allow subletting and consent by the Landlord has not yet been obtain, but will be requested after this Sublease has been executed. If consent is denied by the Landlord, this

Sublease shall be cancelled with the Security Deposit returned to the Subtenant with no further liabilities by either party.

**11. Governing Law**

This Sublease shall be bound to the laws in the State of New York.

**12. Additional Terms or Condition**

\_\_\_\_\_  
\_\_\_\_\_.

The parties hereby bind themselves to this agreement with their authorization affixed below on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Tenant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Printed name \_\_\_\_\_

**Subtenant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Printed name \_\_\_\_\_

**Landlord's Consent (Optional)**

The undersigned, the landlord in the Master Lease of the Premises, hereby consents in writing to the foregoing Sublet Agreement. The Landlord will provide both the Tenant and the Subtenant with notice of any breach by the Subtenant under the master lease.

**Landlord's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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