

SUBLEASE AGREEMENT

This is an agreement to sublet real property according to the terms specified below. The overtenant agrees to sublet and the subtenant agrees to take the premises described below. Both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

1. The overtenant is: _____
address for notices: _____
2. The subtenant is: _____
address for notices: _____
3. If there are more than one overtenant or subtenant, the words "overtenant" and "subtenant" used in this sublease includes them.
4. All notices in this sublease shall be sent by certified mail, "return receipt requested".
5. The location of the premises is: _____
6. The term of this sublease is _____, beginning _____. The rent is \$_____ per month, payable in advance on the _____ day of each month. The rent is payable to _____ at (address) _____.
7. The sublease agreement will terminate on (date) _____. There shall be no holding over under the terms of this sublease agreement under any circumstances.
8. All charges for utilities connected with premises which are to be paid by the overtenant under the overlease are included in the subtenant's rent for the term of this sublease.
9. Subtenant agrees to surrender and deliver to the overtenant 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 overtenant for any damages occurring to the premises or the contents thereof or to the building which are done by the subtenant or their guests.
10. Subtenant agrees to pay to overtenant a deposit of \$_____ to cover damages and cleaning. overtenant agrees that if the premises and contents thereof are returned in the same condition as when received by the subtenant, reasonable wear and tear thereof excepted, this deposit will be used as the rent for the last month of subtenant's sublease. Any reason for retaining a portion of the deposit shall be explained in writing within 30 days to the subtenant, with the subtenant then expected to pay that portion to overtenant as rent for the last month of subtenant's sublease.
11. At the time of taking possession of the premises by the subtenant, the subtenant shall pay the overtenant a total of \$_____, the total of the prorated first month's rent of \$_____ plus the deposit of \$_____.
12. At the time of taking possession of the premises by the subtenant, the overtenant will provide the subtenant with an inventory form within three (3) days of taking possession.
13. This sublease agreement incorporates and is subject to the original lease agreement between the overtenant and their lessor applying to care, responsibility, quiet enjoyment, and so forth. The subtenant agrees to assume all of the obligations and responsibilities of the overtenant under the original lease for the duration of the sublease agreement.

- 14. The overtenant is not obligated to perform the lessor's duties. If the lessor fails to perform, the subtenant must send the overtenant a notice. Upon receipt of the notice, the overtenant shall then promptly notify the lessor and demand that the overlease agreements be carried out. The overtenant shall continue the demands until the lessor performs.
- 15. 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.
- 16. *Other.* _____

- 17. This sublease 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 SUBLEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).
- 18. The words "overtenant" and "subtenant" as used herein include the plural as well as the singular; no regard for gender is intended by the language in this sublease.
- 19. Each signatory to this sublease acknowledges receipt of an executed copy thereof.
- 20. The parties hereby bind themselves to this agreement by their signatures affixed below on this _____ day of _____.

overtenant _____

subtenant _____