

Sublease Agreement

This is a sublet agreement to sublet rental property (as described below) subject to the terms and conditions contained in this sublet agreement below. The sublessor agrees to sublet the rental property and the sublessee agrees to take such rental property, and to maintain, perform and fulfill the promises, conditions and agreements set forth herein below:

This Sublease, dated, for reference purposes only, _____ 20____ is made by and between _____ (herein called "Sublessor") and _____ (herein called "Sublessee").

1. The term of this sublease begins on _____ and ends of _____, unless otherwise extended via a written instrument signed by the parties hereto. The rental fee for the premises is \$ _____ per month, and this fee must be paid by sublessee in advance on the first day of each month. The rental fee must be paid via check sent to _____. At the end of the term, the sublessee will vacate the premises.

Notwithstanding said commencement date, if for any reason Sublessor cannot deliver possession of the Premises to Sublessee on said date. Sublessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Sublessee hereunder or extend the term hereof, but in such case Sublessee shall not be obligated to pay rent until possession of the Premises is tendered to Sublessee; provided, however, that if Sublessor shall not have delivered possession of the Premises within sixty (60) days from said commencement date, Sublessee may, at Sublessee's option, by notice in writing to Sublessor within ten (10) days thereafter, cancel this Sublease, in which event the parties shall be discharged from all obligations thereunder. If Sublessee occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date and Sublessee shall pay rent for such period at the initial monthly rates set forth below.

2. All charges for utilities (including but not limited to electric, heat, and water) in relation to the premises, which are to be paid by the sublessor under its lease agreement, shall be paid by the sublessee for the term of this sublease agreement.

3. Upon conclusion or expiration of the term, sublessee shall surrender and deliver to the sublessor the premises, including everything that was contained therein prior to sublessee's occupancy, in the same condition as they were at the beginning of the term, excepting reasonable wear and tear. The sublessee is and will remain solely liable for any loss or damage to the premises, or anything contained therein, occurring during the term of this Agreement.

4. Sublessee shall pay to sublessor a deposit in the amount of \$ _____ to cover any loss or damage or any expense that sublessor may have in restoring the premises or anything contained therein to the condition they were at the beginning of the term. Only if the premises and everything contained therein is returned to the sublessor at the end of the term of this sublease agreement in the same condition as they were prior to the sublessee's occupancy of the premises, will sublessor be obligated to refund such deposit.

If Sublessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Sublease, Sublessor, may also use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Sublessor may become obligated by reason of Sublessee's default, or to compensate Sublessor for any loss or damage which Sublessor may suffer thereby.

5. Upon the sublessee taking possession of the premises, the sublessor will provide the sublessee with an inventory form, to be signed by the sublessee acknowledging the contents within the premises.

6. This sublease agreement incorporates the original lease agreement between the sublessor and the sublessor's lessor, a copy of which has been provided to the sublessee, and is attached hereto and incorporated herein by this reference. The sublessee agrees to assume all of the obligations and responsibilities of the sublessor under such original lease for the duration of this sublease agreement.

7. In the event of any legal action concerning this sublease, the prevailing party shall be entitled to its reasonable attorney's fees and court costs.

8. This lease agreement constitutes the entire agreement between the parties, and no additions, deletions or modifications may be made to this agreement without the written consent of the parties.

9. If the sublessee is under 18 years of age, then his or her legal guardian or parent hereby guarantees and agrees to perform all of the terms, covenants and conditions of this sublease by affixing his or her signature in the space provided below.

10. This sublease shall be binding upon both parties following approval by the landlord as provided in this sublease agreement below.

By their respective signatures below, the parties hereby bind themselves to this sublease agreement upon the landlord's signature set forth below.

[SUBLESSOR NAME]

Signature _____ DATE _____

[SUBLESSEE NAME]

Signature _____ DATE _____

[PARENT OR LEGAL GUARDIAN NAME]

Signature _____ DATE _____

Landlord Approval:

I hereby give my consent to subletting of the premises as set out in this sublease agreement.

[LANDLORD NAME]

Signature _____ DATE _____

Attachment(s): (1) Sublessor's original lease agreement