

Sublease Agreement

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Sublease Agreement

This Sublease Agreement ("Sublease") is entered into as of [DATE], by and between:

Sublessor (Original Tenant): [SUBLESSOR FULL NAME], currently residing at [SUBLESSOR CURRENT ADDRESS] ("Sublessor")

Sublessee (Subtenant): [SUBLESSEE FULL NAME], currently residing at [SUBLESSEE CURRENT ADDRESS] ("Sublessee")

Property Landlord: [LANDLORD NAME / MANAGEMENT COMPANY NAME], with an address at [LANDLORD ADDRESS] ("Landlord")

1. Landlord Consent

(a) The Sublessor represents that the master lease dated [MASTER LEASE DATE] between the Sublessor and the Landlord for the premises described in Section 2 [PERMITS SUBLEASING WITH LANDLORD CONSENT / PERMITS SUBLEASING WITHOUT ADDITIONAL CONSENT / REQUIRES LANDLORD CONSENT FOR SUBLEASING].

(b) The Landlord's written consent to this Sublease is attached as Exhibit A. This Sublease shall not be effective until such consent is obtained.

(c) [IF CONSENT IS ATTACHED:] The Landlord has provided written consent dated [DATE], acknowledging and approving this Sublease under the terms described herein.

(d) [IF CONSENT IS PENDING:] This Sublease is contingent upon the Landlord providing written consent on or before [DATE]. If consent is not obtained by that date, this Sublease is void and any deposits paid by the Sublessee shall be refunded in full within [5] business days.

2. Property

The Sublessor hereby subleases to the Sublessee the following premises (the "Premises"):

Address: [FULL PROPERTY ADDRESS, INCLUDING UNIT NUMBER]

Description: [CHOOSE ONE:]

- The entire residential unit described above, including all rooms, fixtures, and appurtenances.
- The following portion of the residential unit: [DESCRIBE SPECIFIC ROOMS, e.g., "the master bedroom and private bathroom, with shared access to the kitchen, living room, and laundry facilities"].

Furnishings: The Premises [ARE / ARE NOT] furnished. If furnished, the inventory of furnishings is attached as Exhibit B.

3. Term

- (a) The Sublease shall commence on [START DATE] and terminate on [END DATE] (the "Sublease Term").
- (b) The Sublease Term shall not extend beyond the expiration of the master lease, which terminates on [MASTER LEASE END DATE].
- (c) [OPTIONAL:] The Sublease may be renewed or extended only with the prior written consent of both the Sublessor and the Landlord.

4. Rent

- (a) Monthly Rent. The Sublessee shall pay the Sublessor monthly rent of \$[AMOUNT], due on the [1st/15th] of each month.
- (b) Payment Method. Rent shall be paid by [CHECK / ELECTRONIC TRANSFER / VENMO / ZELLE / OTHER] to [PAYMENT DETAILS, account number, Venmo handle, mailing address, etc.].
- (c) First Month's Rent. The first month's rent of \$[AMOUNT] is due upon execution of this Sublease.
- (d) Late Fee. Rent not received within [5] days of the due date shall incur a late fee of \$[AMOUNT] or [5]% of the monthly rent, whichever is [GREATER/LESSER].
- (e) Responsibility to Landlord. The Sublessor remains solely responsible for paying the full rent to the Landlord under the master lease, regardless of whether the Sublessee pays rent under this Sublease on time.

5. Security Deposit

- (a) The Sublessee shall pay a security deposit of \$[AMOUNT] to the Sublessor upon execution of this Sublease.
- (b) The security deposit shall be held by the Sublessor and returned to the Sublessee within [NUMBER] days after the Sublease Term ends and the Sublessee has vacated the Premises, less any lawful deductions for:
- Unpaid rent
 - Damages beyond normal wear and tear
 - Cleaning costs to restore the Premises to move-in condition
 - Other charges permitted under applicable law
- (c) The Sublessor shall provide the Sublessee with an itemized statement of any deductions.
- (d) Both parties shall conduct a move-in inspection on or before [START DATE] and a move-out inspection on or before the last day of the Sublease Term, documenting the condition of the Premises with written notes and photographs. The move-in condition report is attached as Exhibit C.

6. Original Lease Compliance

- (a) The Sublessee acknowledges that this Sublease is subordinate to the master lease between the Sublessor and the Landlord. A copy of the master lease [IS ATTACHED AS EXHIBIT D / HAS BEEN PROVIDED TO THE SUBLESSEE / SHALL BE PROVIDED WITHIN 5 DAYS OF EXECUTION].
- (b) The Sublessee agrees to comply with all terms, conditions, rules, and regulations of the master lease, including but not limited to:
- Quiet hours and noise restrictions

- Pet policies: [PETS ALLOWED / NO PETS / PETS ALLOWED WITH RESTRICTIONS: [DESCRIBE]]
- Parking rules: [DESCRIBE PARKING SITUATION]
- Smoking policy: [NO SMOKING / SMOKING PERMITTED IN DESIGNATED AREAS]
- Guest policies
- Trash and recycling procedures
- Any building or HOA rules

(c) Any violation of the master lease by the Sublessee shall constitute a breach of this Sublease.

7. Utilities

[CHOOSE ONE:]

(a) Included in Rent. The following utilities are included in the monthly rent: [LIST, e.g., water, gas, electric, internet, trash].

(b) Sublessee Responsibility. The Sublessee shall be responsible for the following utilities and shall arrange for service in their own name where possible: [LIST UTILITIES]. Estimated monthly cost: \$[AMOUNT].

(c) Shared Utilities. Utilities shall be shared between the Sublessor and Sublessee as follows: [DESCRIBE SPLIT, e.g., "50/50 split of electric and internet; water included in rent"].

8. Maintenance and Repairs

(a) The Sublessee shall maintain the Premises in clean and habitable condition and shall not cause or permit any damage beyond normal wear and tear.

(b) The Sublessee shall promptly notify the Sublessor of any maintenance issues, needed repairs, or emergency conditions. The Sublessor shall be responsible for communicating with the Landlord regarding repairs that are the Landlord's obligation under the master lease.

(c) Minor repairs costing less than \$[AMOUNT] (e.g., replacing light bulbs, unclogging drains, replacing batteries) are the Sublessee's responsibility.

(d) The Sublessee shall not make any alterations, improvements, or modifications to the Premises without the prior written consent of both the Sublessor and the Landlord.

9. Termination

(a) Expiration. This Sublease terminates automatically at the end of the Sublease Term without further notice.

(b) Early Termination by Agreement. Either party may terminate this Sublease early upon [30] days' written notice and the mutual written consent of both parties.

(c) Termination for Breach. If the Sublessee materially breaches this Sublease (including failure to pay rent, violation of the master lease, or damage to the Premises), the Sublessor may terminate this Sublease upon [NUMBER] days' written notice, subject to applicable state law requirements for notice and cure periods.

(d) Master Lease Termination. If the master lease is terminated for any reason, including the Landlord's decision not to renew, the Sublessor's default, or mutual agreement, this Sublease shall automatically terminate on the same date. The Sublessor shall provide the Sublessee with as much advance notice as reasonably possible. In such event, the Sublessee shall vacate the Premises and the Sublessor shall refund any prepaid rent and the security deposit (less lawful deductions) within [NUMBER] days.

(e) Holdover. If the Sublessee remains in the Premises after the Sublease Term without the Sublessor's written consent, the Sublessee shall be deemed a holdover tenant and shall pay rent at [150]% of the monthly rate for each day of holdover, in addition to any damages incurred by the Sublessor.

10. Liability and Insurance

(a) The Sublessee is responsible for their own personal property. The Sublessor and Landlord are not liable for any loss, theft, or damage to the Sublessee's belongings.

(b) The Sublessee [IS REQUIRED / IS ENCOURAGED] to obtain renter's insurance with a minimum coverage of \$[AMOUNT] for personal property and \$[AMOUNT] for liability. Proof of insurance shall be provided to the Sublessor within [NUMBER] days of the Sublease commencement.

11. Access

The Sublessor (or Landlord) may access the Premises upon [24/48] hours' written notice for inspections, repairs, or showings, except in cases of emergency requiring immediate access. The Sublessee shall not unreasonably deny access.

12. Governing Law

This Sublease shall be governed by the laws of the State of [STATE] and any applicable local ordinances regarding landlord-tenant relationships and subleasing.

13. Entire Agreement

This Sublease, together with the master lease and any attached exhibits, constitutes the entire agreement between the Sublessor and Sublessee regarding the Premises. Amendments require the written consent of both parties.

EXHIBITS:

- Exhibit A: Landlord Consent Form
- Exhibit B: Furnishings Inventory (if applicable)
- Exhibit C: Move-In Condition Report
- Exhibit D: Copy of Master Lease

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first written above.

SUBLESSOR (Original Tenant):

Signature: _____

Name: [SUBLESSOR FULL NAME]

Date: [DATE]

SUBLESSEE (Subtenant):

Signature: _____

Name: [SUBLESSEE FULL NAME]

Date: [DATE]

LANDLORD ACKNOWLEDGMENT (Optional but Recommended):

The undersigned Landlord acknowledges and consents to this Sublease under the terms described herein. This consent does not release the Sublessor from any obligations under the master lease.

Signature: _____

Name: [LANDLORD / PROPERTY MANAGER NAME]

Date: [DATE]