SUBLEASE AGREEMENT – RESIDENTIAL PROPERTY

This SUBLEASE AGREEMENT (this "Sublease") is made and entered into as of _____ (the "Effective Date"), by and between _____ ("Sublessor"), and _____ ("Subtenant").

RECITALS:

A. By Lease Agreement by and between _____ ("Landlord"), and Sublessor, dated as of _____, as may have been amended from time to time (the "Prime Lease"), Landlord, as lessor, leased to Sublessor, as lessee, the property or a portion of the property known as _____ (the "Property"); and

B. Subtenant desires to sublease Unit _____ of the Property (referred to herein as the "Leased Premises") from Sublessor, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sublease.** Upon the terms and conditions set forth herein, Sublessor hereby subleases to Subtenant and Subtenant hereby subleases from Sublessor, the Leased Premises. This Sublease is on an "as-is / where-is" basis, with no representations or warranties from Sublessor. The Leased Premises shall be used by Subtenant for residential purposes only.

Check the applicable box below regarding pets:

☐ Pets permitted, but only as follows: _____

☐ Pets prohibited.

Check the applicable box below regarding parking:

☐ This Sublease includes the following parking: _____

☐ This Sublease does not include parking.

Check the applicable box below regarding furniture:

☐ The Leased Premises is furnished

☐ The Leased Premises is unfurnished

2. **Term.** The term of this Sublease (the "Sublease Term") shall commence on _____ (the "Sublease Commencement Date") and shall

☐ continue on a month-to-month basis until such time as the termination of the Prime Lease. Either party may cancel and terminate this Sublease by providing not less than 30 days advance notice of termination to the other party; OR

☐ continue for a term of _____, subject to earlier termination in the event of termination of the Prime Lease.

If for any reason the Prime Lease is terminated, then this Sublease shall similarly automatically terminate, with such termination of this Sublease being not later than the date of termination of the Prime Lease. Subtenant shall promptly vacate the Leased Premises on or before the termination date, including removal of all personal effects. Subtenant may be liable for damages in the event Subtenant fails to timely so vacate.

3. **Rent.** Beginning on the Sublease Commencement Date, and throughout the Sublease Term, Subtenant shall pay to Sublessor monthly rent of $_____ per month ("Rent"). Rent is due on or before the _____ of each month, in advance, without demand or offset. Any partial months shall be prorated.

Check one applicable box below regarding utilities:

☐ The Rent amount above incudes all utilities

☐ In addition to the Rent above, Subtenant shall be responsible for monthly utilities in the amount of $_____

☐ In addition to the Rent above, Subtenant shall be responsible for its fair and proportionate share of the monthly utilities, which amounts shall be determined on a month by month basis among all occupants at the Property, and shall promptly be paid by Subtenant to the designated party on or before the due date therefor.

Check one applicable box below regarding security deposit:

☐ Prior to the Sublease Commencement Date, Subtenant shall pay Sublessor a security deposit in the amount of $_____.
Sublessor shall have the right to apply the security deposit towards any unpaid Rent under this Sublease and to address any damage or indemnification obligations of Subtenant at the conclusion of the Term. The security deposit (or balance thereof, as applicable) shall be refunded to Subtenant within 30 days of the date Subtenant has vacated the Leased Premises.

☐ No security deposit is required.

4. **Compliance with Prime Lease.** Subtenant has been provided with a copy of the Prime Lease and acknowledges that Subtenant shall not do anything that is a violation of, default

under, or is otherwise prohibited by, the terms of the Prime Lease. Sublessor shall similarly comply with the terms of the Prime Lease applicable to Sublessor that are not otherwise passed on or subleased to Subtenant by this Sublease agreement. Sublessor shall not amend the Prime Lease in any fashion that would be damaging to Subtenant or that would cost added monthly rent to Subtenant.

5. **Alterations.** Subtenant shall not make any improvements or alterations, additions to the Leased Premises (including, without limitation, painting, wallpapering, replacement of fixtures, any structural changes, and major landscaping) unless approved in advance by both Landlord and Sublessor.

6. **Indemnification.** Subtenant shall be responsible for, and shall indemnify and hold harmless Sublessor, for any accident, damage, claim or injury, whether to person or property, as well as any monetary obligations or fines caused by Subtenant or any guest or invitee of Subtenant at the Property.

7. **Casualty.** If the Leased Premises is significantly damaged or destroyed, this Sublease shall terminate. Rent shall be due and payable through the date of such termination. It is recommended that Subtenant obtain and maintain throughout the Term a policy of renter's insurance.

8. **Assignments and Subleases.** Assignments and further subleasing of the Leased Premises are prohibited, unless approved in advance by Sublessor.

9. **Subordination of Sublease**. This Sublease is and shall always be subject and subordinate to the Prime Lease and to any financing with respect to the Property, whether now or hereafter existing, including any amendments and extensions thereof.

10. **Default.** Subtenant's failure to pay Rent and/or utility payments (if any) as and when due ("Payment Default"), subject to a 5-day cure period, constitutes a default hereunder. Sublessor is not required to provide Subtenant with any notice of default in regard to a Payment Default. In addition, breach or default under and any other term or requirement of this Sublease, upon notice by Sublessor to Subtenant and expiration of a 30-day cure period, shall also constitute a default hereunder. Upon a default by Subtenant hereunder, Sublessor shall have all rights and remedies available to it, including terminating this Sublease, seeking eviction or summary eviction, and pursuing money damages. Subtenant shall be liable for, and shall reimburse Sublessor from and against any legal fees incurred in the enforcement of this Sublease as against Subtenant.

11. **Miscellaneous.**

(a) **Severability.** In the event any part of this Sublease is held to be unenforceable or invalid for any reason, the balance of this Sublease shall not be affected and shall remain in full force and effect during the term of this Sublease.

(b) **Binding Effect.** This Sublease shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns, subject to the restrictions and limitations set forth herein.

(c) **Governing Law.** This Sublease shall be governed by, and construed in accordance with, the laws of the State in which the Leased Premises is located.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Sublease Agreement under seal as of the day and year first set forth above.

SUBLESSOR:

By: _____

Name:

SUBTENANT:

By: _____

Name:

Consent of Landlord under Prime Lease [If consent is required under Prime Lease]:

The undersigned Landlord under the Prime Lease dated _____ between the undersigned (s the Lessor therein) and Sublessor (as the Lessee therein), hereby consents to this Sublease and Subtenant's occupancy of the Leased Premises as contemplated herein.

Dated: _____

Landlord: _____

By: _____

Name:

Title:

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