

Residential Sublease

- 🔊 Leasing a home or apartment, but need/want to lease it out to someone else?
- 🔊 Here is a comprehensive sample “sublease agreement” you can use.
- 🔊 The first part of the Memorandum should be completed and distributed to the other party along with a copy of the Residential Sublease.

Date: **[Date]**

To: **[Name of other party]**

From: **[Owner/Founder]**

Subject: **Residential Sublease**

Attached is a “Residential Sublease” so that I can sublease the Premises to you as the Sublessor. Also included is a copy of the Master Lease, much of which applies to this Sublease. I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

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From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔊 **Do Not Use This Agreement 'As-Is.'**
- 🔊 **This Agreement Is Not Legal Advice.**
- 🔊 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔊 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔊 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

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
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Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

1975 Lessor Real West, Suite 301. In the fifth insert, enter the total square footage, and in the final insert, you can remove the brackets if there is a common area that is included in the square footage figure.

- **“Premises”** The [apartment / house / other] situated in the city of [City], state of [State], described as [Enter location], and having an area of approximately [Enter square footage] rentable square feet [including a pro rata share of the common area]. See Exhibit A for a map of the Premises.

1. Term & Rent

- ☞ In Section 1, we have entered the rent as payable on a monthly basis since that's the way most leases are set up; however, you can change it accordingly. "Without demand" means that the Lessee must pay the rent each month, and that the Lessor does not have to invoice or otherwise request payment; no deduction or rights of off-set mean that the Lessee must pay the full rent, he cannot deduct for repairs or other expenses that may be the responsibility of the Lessor.
- ☞ With respect to the first two inserts in the Section 1, enter the start and termination dates of the Agreement. For the third insert, enter the monthly rent, for example, One Thousand dollars (\$1,000.00).

The Sublessor leases to the Sublessee, and the Sublessee leases from the Sublessor, the Premises commencing [Date], and terminating on [Date]. Both parties agree that this is in no way a month to month lease. The Lessee shall pay to the Sublessor as rent for the Premises, without demand, deduction, or rights of off-set, the following sums: equal monthly installments of \$[x], each installment payable in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments should be made out to the Sublessor and sent to the address stated above.

2. Uses

- ☞ In Section 2, state the permitted use(s) of the Premises. For example, as a single-family residence.

The Sublessee shall use and occupy the Premises [Enter use of premises]. The Premises shall be used for no other purpose. The Sublessor represents that the Premises may lawfully be used for such purpose.

3. Quiet Enjoyment

- ☞ Section 3 addresses noise. Basically, this means that if the Sublessee complies with the requirements of this Sublease, the Sublessor cannot disturb or bother the Sublessee.

The Sublessor covenants that the Sublessee shall be entitled to quiet enjoyment of the premises, provided that the Sublessee complies with the terms of this sublease.

4. Repairs & Maintenance

- ☞ When the Sublessee takes possession of the Premises, he is accepting them as being in good order. If there are any problems, the Sublessee should (either) not move in or, get something in writing from the Sublessor regarding those problems prior to moving in.

By taking possession of the Premises, the Sublessee shall be deemed to have accepted the Premises as being in good order, condition and repair. The Sublessee shall at the Sublessee's cost, keep the Premises and every part of it in good condition and repair except for damages beyond the control of the Sublessee and ordinary wear and tear.

- ☞ Rather than repeat everything in the Master Lease that needs to be included in this Sublease, simply indicate what sections should be incorporated into this document. The Sublessee will be consenting to the terms of this document along with the sections of the Master Lease noted below.

5. Applicability of Master Lease

This Sublease is subject and subordinate to the terms and conditions of the Master Lease. Further, the

following sections of the Master Lease are hereby incorporated by reference: [Enter sections of Master Lease].

6. Assumption

- ☞ The Sublessee agrees to assume all of the obligations of the Master Lease noted in Section 5.

To the extent that the provisions listed in Section 5 are applicable to the Premises and this Sublease, the Sublessee expressly assumes and agrees to perform and comply with all the obligations required to be kept or performed by the Lessee under those provisions.

7. Sublessee's Rights Regarding Continuing Possession

- ☞ Section 7, basically, says that the Sublessee can act, at the Sublessor's expense, to prevent a default under the Master Lease. This means, for example, that if the Sublessor isn't paying rent to the Lessor, the Sublessee can pay the Lessor and the Sublessor will be responsible. Also any right to terminate the Master Lease belongs to the Sublessee, not the Sublessor.

At the Sublessor's expense, the Sublessee shall have the right to take any required action not taken against the Sublessor that may be necessary to prevent a default under the Master Lease. If the Sublessor has the right, under the Master Lease, to terminate the Master Lease before its expiration, only the Sublessee, not the Sublessor, can make the decision to terminate. Nothing in this sublease shall be construed so as to deprive the Sublessee of the Sublessee's right to surrender or otherwise terminate this Sublease as provided by law.

8. Responsibilities of Sublessor

- ☞ Section 8 addresses the Sublessor's responsibilities. In addition to the specific obligations you will indicate, the Sublessor cannot modify or terminate the Master Lease without the Sublessee's approval.
- ☞ For the first insert, indicate the specific obligations, for example if the Sublessee isn't paying rent directly to the Lessor, then obviously this is the Sublessor's responsibility.

The Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject to termination of the Master Lease. The Sublessor agrees to [pay all rentals and taxes] as provided for in the Master Lease in accordance with its terms, and to comply with and perform all its obligations not assumed by the Sublessee under this Sublease. The Sublessor agrees not to modify or surrender the Master Lease without the prior consent of the Sublessee. Any modification or surrender made without that consent shall be null and void and shall have no effect on the rights of the Sublessee under this Sublease.

9. Assumption of Lessor's Obligations

- ☞ Following are two Section 9's. Choose the one that best fits your needs.
- ☞ If the Sublessor will assume the Lessor's obligations under the Master Lease, use the first option. If it will not be assuming the Lessor's obligations under the Master Lease, use the second option. These obligations vary depending on the Master Lease, but would include the obligation to repair, for example.

The Sublessor agrees to assume and perform all of the Lessor's obligations under the Master Lease to the extent that they apply to the Premises.

- ☞ -- [Or] --

9. Assumption of Lessor's Obligations

The Sublessor does not assume the Lessor's obligations under the Master Lease.

10. Termination of Master Lease

☞ If, for any reason, the Master Lease is terminated, then this Sublease terminates along with it.

If the Master Lease is terminated, this Sublease shall terminate simultaneously and the Sublessor and the Sublessee shall thereafter be released from all obligations under this Sublease. Upon termination the Sublessor will refund to the Sublessee any unearned rent.

11. Attorneys' Fees

☞ If there is a lawsuit or proceeding involving this Agreement, the losing party agrees to pay the winning party his or her costs and expenses, including reasonable attorney fees.

In case any legal action should be brought for recovery of the Premises, or for any sum due under this Agreement, or because of any act that may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

Understood, Agreed & Accepted

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Agreement as of the Effective Date first written above.

Sublessee

Sublessor

By

[Owner/Founder]

Name

Title

Title

Exhibit A

Map of Premises

Exhibit B

Master Lease

Exhibit C

Consent of Lessor

The undersigned is the Lessor under the Master Lease described in the Sublease and hereby consents to the sublease of the premises described in this sublease to [Sublessee]. In granting this consent, the undersigned does not waive any of the Lessor's rights under the Master Lease as to the Lessee or under the sublease as to the Sublessee.

Lessor

By

Name