

# SUBLEASE AGREEMENT

This agreement is to sublet real property according to the terms specified below.

The sublessor (current tenant under a lease agreement with a landlord) agrees to sublet, and the subtenant (person who wishes to rent from the tenant) agrees to take and pay for the premises described below. Both parties agree to keep, perform, and fulfill the promises, conditions and agreements expressed below:

1. **SUBLESSOR:** The sublessor is: \_\_\_\_\_.

2. **SUBTENANT:** The subtenant is: \_\_\_\_\_.

3. **PREMISES:** The location of the premises is:  
\_\_\_\_\_.

4. **TERM:** The term of this sublease is \_\_\_\_\_, beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.

5. **RENT PAYMENTS:** The rent is \$ \_\_\_\_\_ per \_\_\_\_\_, payable in advance on the \_\_\_\_\_ day of the month. The rent is payable to \_\_\_\_\_ at

\_\_\_\_\_  
[address]. The subtenant agrees to pay the sublessor the first and last months' rent upon signing this agreement and the sublessor will be responsible to pay those months' rent to the Landlord. All other rent will be paid according to the terms described above.

6. **AGREEMENT TERMINATION:** The sublease agreement will terminate on \_\_\_\_\_, 20\_\_\_\_. There shall be no holding over under the terms of this sublease agreement under any circumstances. If it is necessary to bring an action to remove the subtenant, the prevailing party shall be entitled to attorney's fees and costs as well as damages.

7. **UTILITIES:** All charges for utilities connected with premises which are to be paid by the sublessor under the terms of the master lease shall be paid by \_\_\_\_\_ for the term of this sublease.

8. **PROPERTY CONDITION:** Subtenant agrees to surrender and deliver to the sublessor 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 sublessor for any damages occurring to the premises or damage to or loss of the contents thereof or to the building which are done by the subtenant or his guests.

9. **INVENTORY FORM:** If any furniture or other personal property of the sublessor is to be left at the premises, the sublessor will provide the subtenant with an inventory form within three (3) days of taking possession.

10. **ORIGINAL LEASE:** The sublease agreement incorporates and is subject to the original

lease agreement between the sublessor and the owner, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The subtenant agrees to assume all of the obligations and responsibilities of the sublessor under the original lease for the duration of the sublease agreement except as otherwise set forth in this Agreement.

**11. OTHER TERMS AND CONDITIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. SOLE AGREEMENT:** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. (Any oral representations made at the time of executing this lease are not legally valid, and therefore, are not binding upon either party).

**13. GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts.

**14. CONSTRUCTION:** The words "sublessor" and "subtenant" as used herein include the plural as well as the singular. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**15. PARENTAL/GUARDIAN GUARANTEE:** If the subtenant is under 18 years of age, then his/her legal guardian or parent guarantees and agrees to perform all of the terms, covenants and conditions of this sublease by affixing his signature.

**16. ACKNOWLEDGEMENT OF COPY RECEIVED:** Each party signing this sublease acknowledges receipt of a copy thereof.

**17. LANDLORD APPROVAL:** This sublease is not binding upon either party unless approved by the landlord as provided below, if such approval is required by the original lease.

The parties hereby bind themselves to this agreement by their signatures affixed below on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Printed Name of Sublessor(s):

Signature of Sublessor(s):

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

3. \_\_\_\_\_

Printed Name of Subtenant(s):

Signature of Subtenant(s):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(Include parent or guardian signature, if subtenant is under 18 years of age.)

Addresses of Subtenant(s). The following addresses shall be used to contact the subtenants after the end of the sublease period:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

I hereby give my consent as landlord to subletting of the above described premises if required in the lease agreement.

Printed Name of Landlord or Agent:

Signature of Landlord or Agent:

\_\_\_\_\_

\_\_\_\_\_

ORIGINAL LEASE ATTACHED: \_\_\_\_Yes \_\_\_\_No

INVENTORY ATTACHED: \_\_\_\_Yes \_\_\_\_No