

SUBLEASE AGREEMENT

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INSTRUCTIONS FOR USE

This template is for tenants subletting their rental unit to a subtenant. IMPORTANT: Check your original lease — most require landlord's written consent before subletting. This does not constitute legal advice.

SUBLEASE AGREEMENT

Date: [DATE]

Original Lease Reference: Lease Agreement dated [DATE] between [LANDLORD NAME] and [ORIGINAL TENANT NAME] for the property at [PROPERTY ADDRESS].

PARTIES

Sublessor (Original Tenant):

- Name: [FULL LEGAL NAME]
- Current Address: [ADDRESS]
- Phone: [PHONE]
- Email: [EMAIL]

Sublessee (New Tenant/Subtenant):

- Name: [FULL LEGAL NAME]
- Current Address: [ADDRESS]
- Phone: [PHONE]
- Email: [EMAIL]

Original Landlord:

- Name: [FULL LEGAL NAME / MANAGEMENT COMPANY]
- Address: [ADDRESS]
- Phone: [PHONE]

1. PROPERTY

Sublessor agrees to sublease to Sublessee the following:

- Address: [FULL PROPERTY ADDRESS, UNIT #]
- Subleased Space: ☐ Entire unit / ☐ Portion: [DESCRIBE — e.g., "master bedroom and shared common areas"]
- Furnished: ☐ Yes / ☐ No / ☐ Partially — [DESCRIBE included furniture]
- Parking: ☐ Included (space # ___) / ☐ Not included

2. SUBLEASE TERM

- Start Date: [DATE]

- End Date: [DATE]
- Original Lease Expires: [DATE]

(Sublease term CANNOT extend beyond the original lease expiration date.)

3. RENT

- Monthly Rent: \$[AMOUNT]
- Due Date: [1st / 15th] of each month
- Late Fee: \$[AMOUNT] after [5] day grace period
- Payment To: [SUBLESSOR NAME]
- Payment Method: [Check / Venmo / Zelle / Bank transfer]

4. SECURITY DEPOSIT

- Amount: \$[AMOUNT]
- Due: Upon signing this Agreement
- Return: Within [14 / 30] days of Sublessee vacating, less deductions for damages or unpaid rent
- Held By: [SUBLESSOR]

5. UTILITIES

Utility	Included in Rent	Paid Separately by Sublessee
Electricity	☐	☐
Gas/Heat	☐	☐
Water	☐	☐
Internet/WiFi	☐	☐
Trash	☐	☐

6. TERMS & CONDITIONS

6.1 Sublessee agrees to comply with all terms and conditions of the Original Lease (copy attached or provided).

6.2 Sublessee shall use the premises solely as a residential dwelling.

6.3 Sublessee shall not further sublease or assign without written consent of both Sublessor and Landlord.

6.4 Pets: ☐ Not allowed / ☐ Allowed: [CONDITIONS]

6.5 Smoking: ☐ Prohibited / ☐ Permitted in designated areas

6.6 Guests: Overnight guests exceeding [7] consecutive nights require Sublessor's approval.

6.7 Sublessee shall maintain the premises in clean condition and report maintenance issues to Sublessor promptly.

7. LANDLORD CONSENT

- ☐ Landlord consent obtained — Written consent attached as Exhibit A.
- ☐ Landlord consent pending — This Agreement is contingent upon obtaining written landlord consent by [DATE]. If consent is not obtained, this Agreement is void and all deposits shall be returned.
- ☐ No consent required — Original Lease permits subletting without prior consent.

8. SUBLESSOR'S RESPONSIBILITIES

Sublessor remains fully responsible to the Landlord under the Original Lease. Sublessor shall:

(a) Remain liable for all obligations under the Original Lease; (b) Forward any landlord communications to Sublessee; (c) Not interfere with Sublessee's quiet enjoyment; (d) Return the security deposit per terms of Section 4.

9. EARLY TERMINATION

Either party may terminate with [30] days' written notice. Upon early termination, Sublessee shall vacate and Sublessor shall return the deposit less lawful deductions.

10. MOVE-OUT

Upon termination, Sublessee shall:

- Remove all personal belongings
- Return all keys and access devices
- Leave premises in same condition as received (normal wear excepted)
- Provide forwarding address

11. GOVERNING LAW

This Agreement is governed by the laws of the State of [STATE] and the terms of the Original Lease.

SIGNATURES

Sublessor: _____

Sublessee: _____

Landlord Approval (if required): _____

This Sublease Agreement template is provided by ClearLegalTips.com for general informational purposes only. It does not constitute legal advice. Always obtain written landlord consent before subletting. The original tenant remains liable to the landlord even with a sublease. Laws vary by state and city.

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