

SUBLEASE AGREEMENT

PARTIES:

THIS SUBLEASE, DATED _____, IS EXECUTED BY AND BETWEEN _____ whose address is _____,

(hereinafter referred to as the "Sublessor") and _____ (hereinafter referred to as the "Sublessee"). A copy of the original Lease is attached to this Sublease Agreement and is incorporated herein. The Sublessee agrees to comply with all the terms and conditions of the original Lease.

PREMISES:

The Sublessor herein agrees to sublease to the Sublessee, and the Sublessee herein agrees to sublease from the Sublessor for the balance of the lease term, and upon all of the conditions set forth herein, the real property located at _____, _____ in the County of _____, in the State of _____ and ZIP code of _____, herein described as _____. Said real property, including any land and any improvements thereon, shall hereinafter be referred to as the "Premises."

WHEREAS, the Landlord, _____, by the signing of this Sublease Agreement herein approves of the Sublessee's occupancy of the Premises subject to the terms and conditions set forth hereinafter. In consideration of the mutual promises and covenants exchanged between the Landlord and the Sublessor and the Sublessee herein, it is hereby agreed as follows:

TERM:

The term of this sublease shall be for a period of _____, commencing on _____, unless otherwise stipulated herein.

DELAY IN COMMENCEMENT OF SUBLEASE:

In the event that the Sublessor is not able to deliver possession of the Premises to the Sublessee on the aforementioned commencement date, the Sublessor shall not therefore be held liable, nor shall such failure affect the validity of this lease or obligations of the sublease hereunder or extend the term thereof, but in such case as a delay in commencement should occur, the Sublessee shall not be obligated to pay any rent until such time as the Sublessee takes possession of the Premises.

However, in the event that the Sublessor does not deliver possession of said Premises to the Sublessee within sixty (60) days from the aforementioned commencement date, the Sublessee may at their sole discretion, by way of written notice to the Sublessor, may cancel this Sublease, and at which time the parties shall be discharged and released from any and all obligations associated with this Sublease.

MONTHLY LEASE AMOUNT:

The Sublessee shall pay to the Sublessor a monthly rental amount of _____ on the _____ day of each month for the duration of this lease term. Upon the signing of this Sublease Agreement, the Sublessee shall pay to the Sublessor the first month's rent in advance.

All future monthly payments shall be sent shall be mailed or hand delivered to the Sublessor at the aforementioned address in paragraph one (1) or to such other person or place as the Sublessor may designate in writing.

USE OF PREMISES:

The Sublessee shall have complete use and control of the Premises for the duration of the Sublease Agreement, until such time as the sublease expires.

CONDITION OF PREMISES:

The Sublessee acknowledges that the premises are in good repair and in safe and clean condition unless otherwise indicated below:

Smoke Alarms:

No. of Units: _____ **Tested:** ___ Yes ___ No **Working:** ___ Yes ___ No

KEYS & REMOTES:	QUANTITY	RECEIVED	RETURNED
Door Keys			
Mailbox Keys			
Security Cards			
Garage Door Remotes			
Laundry Room Keys			
Recreational Facilities Keys/Cards			

WASTE, NUISANCE OR UNLAWFUL USE:

The Sublessee shall not cause or allow waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in an unlawful manner.

ATTORNEY'S FEES:

In the event that of a breach of this agreement or should legal recourse be deemed necessary by either party to this Sublease Agreement, the parties herein agree that the prevailing party shall have the right to recover as part of the judgment reasonable attorney's fees, filing fees and/or court costs.

REDECORATION OR ALTERATIONS:

The Sublessee shall not redecorate or make any alterations to the Premises, in any way, that would constitute the making of alterations, or repaint the walls or woodwork, without first obtaining Sublessor's written consent to the alterations or redecoration.

BINDING EFFECT:

This Sublease Agreement shall inure to the benefit of and be binding on the heirs, successors, executors, administrators and assignees of the parties.

GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of _____.

The Sublessee states and warrants that s/he is of the age of majority, being of the age of 18 or older, and has the legal capacity to enter into a mutually binding contractual agreement.

The undersigned have read the foregoing Sublease prior to execution and hereby acknowledge receipt of a copy of this Sublease Agreement.

(Sublessor Signature) (Dated)
NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____, _____
TELEPHONE: _____

(Sublessee Signature) (Dated)
NAME: _____
TELEPHONE: _____
Driver's License or ID Number: _____