

Sublease Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Sublease Agreement

This Sublease Agreement (this "Sublease") is made on [Date] between [Sublessor's full legal name — the original tenant under the Master Lease] ("Sublessor") and [Subtenant's full legal name] ("Subtenant"). Each is a "Party" and together they are the "Parties".

Sublessor is the tenant under a lease dated [Date of the Master Lease] with [Landlord's full legal name or registered business name] of [Landlord's address for notices] (the "Landlord") for the property at [Full property address, including unit or apartment number and postal code] (the "Property").

That lease is referred to in this Sublease as the "Master Lease". Sublessor wishes to sublet the Property, or the part of it described in clause 2, to Subtenant, and Subtenant wishes to take it, on the terms of this Sublease and subject at all times to the Master Lease and to the Landlord's written consent under clause 3.

1. Parties and the Master Lease

Sublessor represents to Subtenant that the Master Lease is in full force and effect, that Sublessor is not in default under it, and that Sublessor has given Subtenant a true and complete copy of the Master Lease to read before signing this Sublease. Subtenant acknowledges having read the Master Lease and having had the opportunity to ask Sublessor questions about it before signing.

Where any term of this Sublease conflicts with the Master Lease, the Master Lease governs, and the conflicting term of this Sublease has no effect to that extent. This Sublease gives Subtenant no right against the Landlord that the Master Lease does not give Sublessor, and the Landlord is not bound by this Sublease except by signing the consent in clause 3.

2. The Sublet Premises

Sublessor sublets to Subtenant

[State the whole Property or the specific part sublet, e.g. "the second bedroom, with shared use of the kitchen"] , together with [Parking, storage, furniture or other items included, or write "none"] (the "Sublet Premises"). Anything not listed above is not included and remains Sublessor's.

Subtenant accepts the Sublet Premises in their present condition, subject to any defect recorded in a move-in inspection or condition report the Parties complete on or before the start date stated in clause 4. The Sublet Premises are to be used for residential use only, on the terms of clause 7.

3. Landlord's Consent

This Sublease has no effect, and Subtenant obtains no right to occupy the Sublet Premises under it, unless and until the Landlord gives written consent. That consent is recorded by the Landlord's signature at the end of this Sublease, and this Sublease takes effect on the date of that signature, not on the date Sublessor and Subtenant sign it.

By signing this Sublease, the Landlord consents to this specific sublease of the Sublet Premises to Subtenant, on the terms stated in this Sublease, and for no other purpose. That consent does not amend the Master Lease, does not consent to any future sublease, assignment or further subletting, and — as clause 8 states — does not release Sublessor from any obligation to the Landlord under the Master Lease.

4. Sublease Term

This Sublease begins on [Sublease start date] and ends on [Sublease end date] (the "Sublease Term"), unless it ends earlier under this Sublease or by operation of law. The Master Lease ends on [Master Lease end date]. The Sublease Term shall not extend beyond that date under any circumstance.

If the Master Lease ends earlier than the date stated above — including because Sublessor and the Landlord agree to end it early, or because either of them lawfully terminates it — this Sublease ends on the same date, whatever the Sublease Term states, and Sublessor shall give Subtenant written notice as soon as Sublessor becomes aware of it. Nothing in this paragraph affects Subtenant's rights against Sublessor under clause 8 for an early ending caused by Sublessor's own default under the Master Lease.

At the end of the Sublease Term, Subtenant shall vacate the Sublet Premises and return all keys and access devices to Sublessor, in the same condition as at the start of the Sublease Term apart from ordinary wear and tear, unless the Parties and the Landlord have agreed in writing to a new sublease.

5. Rent

Subtenant shall pay rent of [Monthly sublease rent amount and currency] per month, in advance, on the [Day of the month rent is due, e.g. 1st] day of each month, without deduction or set-off except as applicable law allows. The first payment of [First payment amount] is due on [Date the first payment is due]. Where the Sublease Term begins or ends part-way through a month, rent for that month is prorated on a daily basis.

Rent is paid to [State "Sublessor" or "the Landlord directly"] by

[Accepted payment method, e.g. bank transfer to the account notified in writing] . Where rent is paid to Sublessor, Sublessor remains responsible for paying the Landlord the rent due under the Master Lease in full and on time; a payment Subtenant makes to Sublessor on time satisfies Subtenant's obligation under this clause even if Sublessor then fails to forward it, and that failure is a matter between Sublessor and the Landlord under the Master Lease, not a default by Subtenant.

6. Security Deposit

On or before [Date the deposit is due, usually the start date] Subtenant shall pay [State "Sublessor" or "the Landlord"] a security deposit of [Deposit amount] (the "Deposit"). The Deposit secures Subtenant's performance of this Sublease. It is not rent and Subtenant shall not treat it as payment of any rent falling due during the Sublease Term.

Within [Deposit return period after Subtenant vacates, e.g. 14 days] after Subtenant vacates and returns possession of the Sublet Premises, the Deposit shall be returned to Subtenant at [Address or account for returning the Deposit] , less any amount properly deducted for unpaid rent, unpaid charges Subtenant owes under this Sublease, damage beyond ordinary wear and tear, or cleaning needed to return the Sublet Premises to the condition recorded at move-in, together with a written itemised statement of any deduction. Where the Deposit is held by Sublessor and Sublessor must first recover a corresponding amount from the deposit the Landlord holds under the Master Lease, Sublessor shall return Subtenant's Deposit on the timetable above regardless of when the Landlord settles with Sublessor.

7. Master Lease Terms Bind the Subtenant

Subtenant shall comply with, and is bound by, every restriction, rule and obligation the Master Lease imposes on Sublessor as tenant, to the same extent as if Subtenant were the tenant named in the Master Lease — including the permitted use of the Property, occupancy limits, rules on pets, guests, noise, alterations and nuisance, and any rule of the building or community the Landlord has given Sublessor in writing. Where this Sublease and the Master Lease each address the same matter with a different figure or period, the more restrictive of the two applies to Subtenant.

Without limiting the paragraph above, Subtenant specifically agrees to the following, each carried over from the Master Lease:

- (a) not to use the Sublet Premises for any purpose the Master Lease does not permit;
- (b) not to keep a pet at the Sublet Premises unless both the Master Lease and the Landlord permit it;

- (c) not to make any alteration to the Sublet Premises without the consent the Master Lease requires Sublessor to obtain;
- (d) not to sublet, assign or further share any part of the Sublet Premises, or add an occupant not named in this Sublease, without the written consent of both Sublessor and the Landlord;
- (e) to allow Sublessor and the Landlord to enter the Sublet Premises on the same notice, and for the same purposes, the Master Lease allows the Landlord; and
- (f) not to do anything at the Sublet Premises that would put Sublessor in breach of the Master Lease.

8. Sublessor Remains Liable

This Sublease does not release, novate or in any way reduce Sublessor's obligations to the Landlord under the Master Lease. Sublessor remains fully liable to the Landlord for the whole of the rent, and for every other obligation of the tenant, under the Master Lease for the whole of its term, exactly as if this Sublease had never been made.

A default by Subtenant under this Sublease — including a failure to pay rent or damage Subtenant causes to the Sublet Premises — does not discharge or reduce Sublessor's obligation to the Landlord under the Master Lease. Sublessor remains responsible to the Landlord for the Sublet Premises and shall perform every obligation the Master Lease imposes on the tenant, whether or not Subtenant has performed the corresponding obligation to Sublessor under this Sublease.

As between Sublessor and Subtenant only, Subtenant shall indemnify Sublessor for any loss Sublessor suffers because of Subtenant's default under this Sublease, including any amount the Landlord recovers from Sublessor as a result of something Subtenant did or failed to do. This clause creates no obligation running from Subtenant to the Landlord; Subtenant's only obligations to the Landlord are the ones clause 7 carries over from the Master Lease.

9. Default and Termination

Subtenant is in default under this Sublease if Subtenant fails to pay rent or any other sum when due, breaches any other obligation under this Sublease — including clause 7 — and does not put it right within [Cure period for a non-monetary breach, e.g. 10 days] of written notice from Sublessor, or does anything that puts Sublessor in breach of the Master Lease.

On a default, Sublessor may give Subtenant written notice as applicable law requires and, if the default is not cured within the period that law allows, may end this Sublease and recover possession of the Sublet Premises by lawful process, and may recover

unpaid rent and the cost of repairing any damage. Sublessor may also end this Sublease immediately, on written notice to Subtenant, if the Master Lease ends for any reason, consistent with clause 4.

Sublessor is in default under this Sublease if Sublessor fails to perform an obligation under this Sublease and does not put it right within a reasonable time of written notice from Subtenant, and Subtenant may then pursue any remedy applicable law provides. No act of either Party — including accepting rent, or delaying enforcement — waives a default unless that Party waives it in writing.

10. Insurance

Neither the Landlord's insurance nor any insurance Sublessor carries covers Subtenant's possessions or Subtenant's liability to any other person. Subtenant shall obtain and keep in force for the whole of the Sublease Term a renter's or tenant's insurance policy with personal liability cover of at least [Minimum liability cover Subtenant must carry, or write "not required"] , and shall give Sublessor evidence of that cover on request. Where "not required" is written in the blank above, this clause imposes no insurance obligation on Subtenant.

11. Governing Law and General Provisions

This Sublease and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of California] , and the Parties submit to the jurisdiction of the courts of [Jurisdiction where the Property is located] . Where any term of this Sublease conflicts with a mandatory requirement of the law governing the tenancy, that law prevails and the rest of this Sublease continues in force.

This Sublease, with the Master Lease it is subject to, is the entire agreement between Sublessor and Subtenant about the Sublet Premises, and replaces any earlier understanding, promise or representation about it. It may be amended only in writing signed by Sublessor and Subtenant; a change that affects what the Landlord consented to under clause 3 also needs the Landlord's written consent. If any provision is held unenforceable, the rest continues in force. Notices under this Sublease must be in writing and delivered by hand, by post to the address stated for that Party, or by email to [Sublessor's email for notices] and [Subtenant's email for notices] .

This Sublease may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Until Sublessor, Subtenant and the Landlord have each signed it, it is a draft and binds no one and gives Subtenant no right to occupy the Sublet Premises.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Sublessor (Original Tenant)

Signature: _____

Printed name: _____

Date: _____

Subtenant

Signature: _____

Printed name: _____

Date: _____

Landlord — Consent to Sublease

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____