

Sample Sublet Agreement

Definitions:

1. Sublessor--original tenant
2. Sublessee--new tenant

It is mutually agreed on the date of _____ between _____ (sublessor) and _____ (sublessee) that all rights and duties described below shall be assumed by the sublessee for the term of the sublet agreement specified below. The sublessor acknowledges that she/he has sought and received permission to sublet their premises. The sublessee acknowledges receipt of the original lease and agrees to be bound by the terms of the original lease consistent with this sublet agreement effective

The sublessee understands and agrees that s/he will be liable for any damage beyond normal wear and tear to the subleased premises and for any monies due and owing under the terms of this sublease agreement.

Description of Original Lease and Premises:

Address of Rental Unit:

No. Street Apt# City/State/Zip

Landlord Identity:

Name Phone #

Term of Original Lease:

_____/_____/_____ to ____/____/_____

Term of Sublet Agreement:

_____/_____/_____ to ____/____/_____

Provisions of sublet agreement:

A. Delete (1) or (2)

1. The sublessee shall be liable for the full rent of the sublessor in the amount of \$_____ per month.
2. The sublessee shall be liable for part of the rent of the sublessor in the amount of \$_____ per month. The sublessor shall remain liable for the remaining \$_____ per month.

B. Delete (1) or (2)

1. The sublessee shall pay a security deposit in the amount of \$_____ to be held by _____. [Note: In New Jersey, the security deposit should not be more than one and one-half month's rent.]

a. Date sublessor received sublessee's security deposit:

_____/_____/_____

b. Social Security of sublessee: _____-_____-_____ [for purpose of setting up a separate bank account as required by state law.]

c. Name and address of bank or savings institution where sublessee's money is deposited:

2. The sublessee shall pay no security deposit.

C. Rent of the sublessee shall be payable to _____ at the address of _____.

D. Rent of the sublessee shall be paid on or before the _____ day of each month.

E. The sublessee shall be responsible for her/his share (which is _____) of the following utilities (check utilities not included in the rent):

- _____ gas (cooking/heat)
- _____ telephone service
- _____ heating oil
- _____ water/sewage
- _____ electricity
- _____ other _____

F. The sublessor shall return the sublessee's security deposit within 30 days after the sublessee moves out. If any deductions are made from the deposit (for damages beyond ordinary wear and tear or for money due and owing under the terms of the sublease agreement), these must be completely itemized and given to the sublessee within the same 30 day period after move-out.

Signatures:

Sublessee _____ Date _____

Sublessor _____ Date _____

Landlord _____ Date _____

The information contained herein is not to be construed as an endorsement by our service of any terms, conditions, or agreements (oral or written) made between sublessee and sublessor.

The Off-Campus Living and Community Partnerships department encourages open and honest communication among tenants and between tenants and landlords. Any major problems, deficiencies, or questions should be backed up by written communication in order to verify that notice has been given and to clarify the particular issue for everyone's benefit.

Please note the following important things to do:

1. Make sure that your landlord allows subletting and that you get permission to sublet in writing regardless of what was previously communicated to you orally!
2. Inspect your space before you leave and when you return. Any damages must be noted in writing and charges should be taken from the sublessee's security deposit. It is to your benefit to ask for a security deposit from the sublessee. Then, if damages occur, they do not come out of your pocket.
3. Sit down and explain to everyone what is expected from them--including those staying. Try to avoid personal, legal, and financial squabbles by communicating effectively with all concerned.