

SUBLEASE AGREEMENT

This Sublease Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [SUBLESSOR NAME], with a forwarding address of [SUBLESSOR S FORWARDING ADDRESS FOR NOTICES] (the "Sublessor"), and [SUBTENANT NAME], currently residing at [SUBTENANT S CURRENT ADDRESS] (the "Subtenant"). Sublessor and Subtenant are each a "Party" and together the "Parties." The original landlord under the Master Lease (defined below) is [ORIGINAL LANDLORD S NAME], with an address of [LANDLORD S ADDRESS FOR NOTICES] (the "Landlord").

1. Premises

Sublessor hereby subleases to Subtenant, and Subtenant hereby accepts from Sublessor, the entire residential premises located at [PREMISES ADDRESS] (the "Premises"). Sublessor shall vacate the Premises on or before the Sublease Start Date (defined in Section 2), and Subtenant shall have exclusive possession of the Premises during the Sublease Term. Sublessor represents that, upon Subtenant's taking possession, the Premises shall be free of Sublessor's personal property other than any items expressly identified on the furniture inventory (if any) or otherwise agreed in writing.

2. Sublease Term

The sublease term shall commence on **** (the "Sublease Start Date") and shall end on **** (the "Sublease End Date"), unless sooner terminated in accordance with this Agreement or applicable law (the "Sublease Term"). The Parties acknowledge that the Sublease End Date does not extend beyond the expiration date of the Master Lease.

Holdover. If Subtenant remains in possession of the Premises after the Sublease End Date without Sublessor's prior written consent, such holdover shall not constitute a renewal or extension of this Agreement. Subtenant shall be liable for daily holdover rent equal to **150%** of the daily equivalent of the monthly rent, in addition to any damages suffered by Sublessor (including any liability Sublessor incurs to Landlord under the Master Lease as a result of Subtenant's holdover). At Sublessor's election, the holdover may be converted to a month-to-month tenancy on the terms of this Agreement.

3. Rent

Subtenant shall pay to Sublessor rent in the amount of **** (\$) per month (the "Rent"), due on the 1st day of each month, in advance, without demand, setoff, or deduction.

Payment method. Rent shall be paid by electronic transfer, ACH, or an online rent-payment portal designated by Sublessor.

Late fee. If any installment of Rent is not received within 5 day(s) after its due date, Subtenant shall pay a late fee of **\$0.00**, in addition to the Rent owed. This fee is a reasonable estimate of Sublessor's administrative costs of handling a late payment and is not a penalty.

Pro-rated rent. If the Sublease Term begins or ends on a day other than the first day of a calendar month, Rent for that partial month shall be pro-rated based on the actual number of days in that month.

4. Security Deposit

Upon execution of this Agreement, Subtenant shall deliver to Sublessor a security deposit of **\$0.00** (the "Security Deposit") as security for Subtenant's faithful performance of this Agreement. The Security Deposit is not an advance payment of Rent and shall not be used by Subtenant in lieu of paying Rent.

Permissible deductions. Upon termination of the Sublease Term, Sublessor may apply the Security Deposit against (a) unpaid Rent; (b) the reasonable cost to repair damage to the Premises beyond ordinary wear and tear; (c) the reasonable cost of cleaning the Premises, if returned unclean; and (d) any other amounts owed by Subtenant under this Agreement. Sublessor shall return the balance of the Security Deposit, together with an itemized written statement of any deductions, within thirty (30) days after Subtenant vacates the Premises and delivers possession to Sublessor, or such shorter period as the laws of the State of [STATE] require.

5. Master Lease

This Agreement is subject and subordinate to the lease dated between Landlord, as landlord, and Sublessor, as tenant (the "Master Lease"), which expires on . A copy of the Master Lease, together with all amendments, is attached as **Exhibit A** and incorporated by reference. Subtenant acknowledges having received, reviewed, and understood the Master Lease, and agrees to comply with and be bound by all of its terms applicable to the Premises, except for obligations that by their nature apply only to Sublessor's relationship with Landlord (such as the original rent payable to Landlord). In the event of any conflict between this Agreement and the Master Lease, the Master Lease shall control.

6. Landlord Consent

This Agreement is **contingent upon the written consent of the Landlord**. Sublessor shall use commercially reasonable efforts to obtain such consent within a reasonable time after the Effective Date. If Landlord's written consent is not obtained before the Sublease Start Date, either Party may terminate this Agreement by written notice, and Sublessor shall promptly refund any Rent, Security Deposit, or other funds received from Subtenant.

7. Sublessor Obligations

Sublessor shall (a) maintain the Master Lease in good standing, including the timely payment of all rent and other sums owed to Landlord; (b) not take or fail to take any action that would cause the Master Lease to be terminated or materially modified during the Sublease Term; (c) promptly forward to Subtenant any notices, demands, or communications received from Landlord that affect Subtenant's occupancy; and (d) pass through to Subtenant all services and benefits to which Subtenant is entitled under the Master Lease, including heat, water, and maintenance provided by Landlord.

8. Subtenant Obligations

Subtenant shall (a) pay Rent when due; (b) comply with all terms of the Master Lease and this Agreement, including any rules relating to noise, guests, parking, and use; (c) maintain the Premises in a clean, safe, and habitable condition, and commit no waste; (d) not further sublet, assign, or transfer this Agreement or any portion of the Premises without the prior written consent of both Sublessor and Landlord; (e) permit Sublessor to enter the Premises for inspection, maintenance, and emergencies upon the notice required by Section 11; and (f) surrender the Premises on termination in the same condition as received, ordinary wear and tear excepted.

9. Utilities and Services

Included in Rent (paid by Sublessor or Landlord): Water, Trash, Sewer.

Subtenant's responsibility: All utilities and services not expressly listed above are Subtenant's responsibility and shall be placed in Subtenant's name or, where the account must remain in Sublessor's name, reimbursed by Subtenant within ten (10) days of receipt of a bill.

10. Condition of Premises — Move-In Checklist

On or before the Sublease Start Date, the Parties shall jointly inspect the Premises and complete the room-by-room move-in condition checklist attached as **Exhibit D (Move-In Condition Checklist)**, noting all existing damage, wear, and defects. Both Parties shall sign the checklist, and each shall retain a copy. The checklist is the Parties' agreed record of the condition of the Premises at the start of the Sublease Term and shall be used to determine any deductions from the Security Deposit upon termination. Photographs may be attached.

11. Entry by Sublessor

Sublessor may enter the Premises for inspection, to perform repairs and maintenance, to show the Premises to prospective subtenants or purchasers, or for any other lawful purpose, upon **reasonable prior written notice** to Subtenant, except in cases of emergency or where Subtenant has consented to a shorter period. Entry shall be at reasonable times and in a manner that minimizes disturbance to Subtenant.

Because Sublessor has vacated the Premises, Sublessor shall not retain keys or other means of access except as necessary for the lawful purposes stated above.

12. Alterations

Subtenant shall not make any alteration, addition, or improvement to the Premises, including painting, installing fixtures, or changing locks, without the prior written consent of both Sublessor and Landlord. Any permitted alteration shall become part of the Premises and shall be surrendered to Sublessor on termination, unless Sublessor requires Subtenant to restore the Premises to its original condition at Subtenant's expense.

13. Pets

No pet, animal, or other creature of any kind shall be kept or permitted at the Premises without the prior written consent of Sublessor and, where required, Landlord.

Fair Housing Act — Service Animals and Emotional Support Animals. Notwithstanding any "no pets" provision in this Agreement, Subtenant's right to keep a service animal or emotional support animal as a reasonable accommodation under the federal Fair Housing Act (42 U.S.C. §§3601-3619) and applicable state law is not restricted. A service or assistance animal is not a "pet" for purposes of this Agreement, and no pet deposit or pet rent shall be charged for such an animal. Subtenant shall remain responsible for any actual damage caused by the animal.

14. Renter's Insurance

Subtenant shall, at Subtenant's sole cost, obtain and maintain throughout the Sublease Term a renter's (tenant's) insurance policy covering Subtenant's personal property and providing personal-liability coverage of not less than \$100,000. Subtenant shall deliver proof of coverage to Sublessor on request. Sublessor's insurance does not cover Subtenant's personal property or liability.

15. Notices

All notices required under this Agreement shall be in writing and delivered by (a) personal delivery; (b) certified mail, return receipt requested, postage prepaid; (c) nationally recognized overnight courier; or (d) email, if the recipient has consented in writing to email notice. Notices to Sublessor shall be sent to the Sublessor's forwarding address in the preamble. Notices to Subtenant shall be sent to the Premises (once occupied) and to Subtenant's current address. Notices to Landlord, where this Agreement requires, shall be sent to Landlord's address in the preamble.

16. Default and Remedies

Events of default. Subtenant shall be in default under this Agreement if Subtenant (a) fails to pay Rent or any other sum when due and such failure continues beyond the grace period (if any) required by

applicable law; (b) materially breaches any provision of this Agreement or the Master Lease; (c) abandons the Premises; or (d) files for bankruptcy or becomes insolvent.

Remedies. Upon Subtenant's default, Sublessor may, in addition to all remedies available at law or equity, (i) terminate this Agreement by written notice in accordance with the laws of the State of [STATE]; (ii) recover possession of the Premises through unlawful detainer or other summary proceeding; (iii) apply the Security Deposit against unpaid Rent and damages; and (iv) recover all unpaid Rent, damages, and costs of re-letting.

Sublessor default. Sublessor shall be in default if Sublessor (a) fails to deliver possession of the Premises on the Sublease Start Date; (b) fails to maintain the Master Lease, resulting in Subtenant's displacement; or (c) materially interferes with Subtenant's quiet enjoyment. Upon Sublessor's default, Subtenant may terminate this Agreement, recover all prepaid Rent and Security Deposit, and pursue all other remedies available by law.

17. Indemnification

Subtenant shall indemnify, defend, and hold harmless Sublessor from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of (a) Subtenant's use or occupancy of the Premises; (b) Subtenant's breach of this Agreement or the Master Lease; or (c) any negligent or wrongful act or omission of Subtenant or Subtenant's guests. Sublessor shall indemnify Subtenant on a reciprocal basis for claims arising from Sublessor's negligent or wrongful acts or omissions.

18. Servicemembers Civil Relief Act

If Subtenant is, or during the Sublease Term becomes, a member of the United States Armed Forces on active duty (or a commissioned officer of the Public Health Service or NOAA on active service) and receives orders for a permanent change of station or to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days, Subtenant may terminate this Agreement by delivering written notice, together with a copy of the orders, to Sublessor. Termination shall be effective 30 days after the first date on which the next Rent payment is due following delivery of the notice. This right is provided under the federal Servicemembers Civil Relief Act (50 U.S.C. §§3901-4043) and cannot be waived.

20. State-Specific Compliance

21. Fair Housing

Sublessor shall not discriminate against Subtenant, or any applicant for sublease, on the basis of race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, or disability, as prohibited by the federal Fair Housing Act (42 U.S.C. §§3601-3619) and applicable state and

local fair-housing laws. Any provision of this Agreement that would violate fair-housing law is void and severable.

22. General Provisions

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-laws principles.

Venue. Any action arising out of or relating to this Agreement shall be brought in the state or federal courts located in the county and state where the Premises are located, and the Parties irrevocably submit to such jurisdiction.

Entire Agreement. This Agreement, together with the Master Lease and all exhibits, constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements, communications, and understandings, whether oral or written.

Amendment. This Agreement may be amended only by a written instrument signed by both Parties (and, where Landlord's consent to the Agreement was required, by Landlord).

Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to be enforceable while preserving the Parties' original intent.

Joint and Several Liability. If Subtenant consists of more than one person, each shall be jointly and severally liable for all obligations under this Agreement.

Waiver. No failure or delay by a Party in exercising any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise preclude further exercise.

Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures are valid and binding under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and the Uniform Electronic Transactions Act (UETA) as adopted by the State of [STATE]. Subtenant consents to electronic execution and delivery of this Agreement.

Binding Effect. This Agreement shall bind and benefit the Parties and their respective heirs, successors, permitted assignees, and personal representatives.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Sublease Agreement as of the Effective Date.

Sublessor

PRINTED NAME

SIGNATURE

DATE

Subtenant

PRINTED NAME

SIGNATURE

DATE

Landlord Consent

The undersigned Landlord under the Master Lease hereby consents to the foregoing Sublease Agreement between Sublessor and Subtenant and acknowledges that such consent does not release Sublessor from any obligation under the Master Lease.

Landlord

PRINTED NAME

SIGNATURE

DATE

Exhibits

- **Exhibit A — Master Lease** (attached).
- **Exhibit D — Move-In Condition Checklist** (attached; to be completed at possession).