

## Sublease of an Apartment

This sublease and agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (Sublessor) and \_\_\_\_\_ (Sublessee).

**Whereas**, Sublessor has heretofore entered into a lease (the "Lease") with \_\_\_\_\_ (Landlord) dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ whereby Landlord leased to Sublessor the Premises designated as Apartment \_\_\_\_\_, \_\_\_\_\_ Apartments, \_\_\_\_\_ (street address) (city) (state), to be used and occupied as a strictly private dwelling apartment by Sublessor and his family, and not otherwise; and

**Whereas**, Sublessor desires to sublease said Apartment to Sublessee, and Sublessee desires to sublease said Apartment from Sublessor;

**Now, therefore**, Sublessor hereby subleases and rents unto Sublessee, and Sublessee hereby subleases and rents from Sublessor, said Apartment and all rights of Sublessor to the real estate covered by the Lease (the "Premises") for a term of eighteen (18) months.

1. Said Apartment is to be used and occupied solely as a private dwelling apartment by Sublessee and his family, and not otherwise. Except as set forth herein, this Sublease is made upon, and shall be subject to, all of the terms, covenants and conditions of the Lease, a copy of which is attached hereto as Exhibit A, and the terms, covenants and conditions of which are hereby incorporated herein by reference.

2. Sublessee hereby agrees to hold Sublessor harmless from and against any liabilities under or pursuant to the Lease by reason of Sublessee's failure to fully comply with any and all of such duties, covenants and obligations of the Sublessor under and pursuant to the Lease or by reason of Sublessee's conduct and/use of the Apartment.

3. Sublessee may not assign or sublease Sublessee's rights in or interest under this Sublease without the prior written consent of Sublessor.

4. The monthly rental shall be \$\_\_\_\_\_ per month payable on the first day of each month to Sublessor at (Address).

5. In the event that Sublessee shall be in default under any of the provisions of paragraph 4 above or any of the other provisions of this Sublease, and shall continue to be in default after 30 days' written notice thereof from Sublessor, Sublessor may, at his option, immediately reenter and take possession of Premises without notice and may remove from the Premises all persons and property, using all necessary force so to do, and Sublessee hereby waives any and all claim of any kind which

Sublessee might have against Sublessor for damages on account thereof. Should Sublessor elect to terminate Sublease for the above reasons, Sublessee agrees to immediately surrender and deliver up possession of premises to Sublessor. Should Sublessee be in default or abandon the premises and Sublessor elects to terminate the Sublease, Sublessor shall be entitled to recover from Sublessee the rental provided for herein for the balance of the term. If Sublessee shall abandon or vacate premises, Sublessor may be relet the Premises for such rent, and on such terms as Sublessor may see fit, and such reletting by Sublessor shall in no way affect the liability of Sublessee. All of foregoing remedies are cumulative, and are given without impairing any rights or remedies of Sublessor, whether the rights or remedies are herein referred to or not, and Sublessee agrees that he will pay all costs, expenses and attorney's fees incurred by Sublessor in connection with enforcing obligations of Sublessee under this Sublease.

6. Any notice herein required or permitted to be given shall be deemed given if and when mailed in a sealed envelope by United States certified mail, return receipt requested, postage prepaid and properly addressed as follows: as to the Sublessor to: \_\_\_\_\_; as to the Sublessee to: \_\_\_\_\_.

7. All agreements, covenants and conditions contained in this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

In witness whereof, Sublessor and Sublessee have duly executed this Sublease as of the day and year first above written.

\_\_\_\_\_  
*Signature of Sublessor*

\_\_\_\_\_  
*Signature of Sublessee*