

Appendix F Sample Sublease

SAMPLE SUBLEASE AGREEMENT

- 1. PARTIES. This agreement is made in Morgantown, Monongalia County, West Virginia, on _____, 200_, by and between the Sublessor, _____, and the Sublessee, _____, for rent and responsibilities of the Premises located at _____, Morgantown, West Virginia.
2. TERM. The term of this sublease shall commence on _____, 200_, and terminate on _____, 200_.
3. RENT. Sublessee agrees to pay the landlord a total sum of \$_____ in monthly installments of \$_____ each in advance on the _____ day of each month beginning on _____, 200_.
4. SECURITY DEPOSIT. The Sublessee shall deposit with the Sublessor the total sum of \$_____, which is security for the faithful performance of the sublease. Sublessee shall be entitled to a full refund of this security deposit if the amounts due under this sublease are paid and if the Premises are returned in the same condition as accepted, except for ordinary wear and tear. In order to avoid disagreements regarding the condition of the Premises, Sublessee should prepare an inventory checklist of the items furnished, the condition of these furnishings, and the condition of the entire Premises.
5. RESPONSIBILITIES OF THE SUBLESSEE. Sublessee also agrees to abide by the obligations and responsibilities as outlined in the dwelling lease of the Sublessor, a copy of which is attached hereto for reference.
6. CONSENT OF THE LANDLORD AND OTHER TENANTS. Sublessor and Sublessee hereby acknowledge that the landlord and the other tenants have granted their consent to this sublease arrangement.

The parties, by signing below, hereby represent that they have fully read and fully understood the foregoing sublease and they acknowledge receipt of a signed copy of the sublease.

Sublessor

Sublessee

Landlord

Appendix F Sample Sublease

First Middle Last Name First Middle Last Name
(hereinafter referred to as Tenant)

Witnesseth: that for and in consideration of the mutual promises, covenants, and conditions hereinafter set forth, landlord and tenant agree as follows:

1. TERM AND DESCRIPTION. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the premises described as

The term of the lease begins on _____ and ends on _____. The length of the term is _____ months. The total rent for the full term is \$ _____, payable in monthly installments of \$ _____.

2. PAYMENTS. An initial payment consisting of the final month’s rent plus a security deposit equal to one month’s rent must be paid to Landlord at the time the lease is signed. Subsequent rent is to be paid in monthly installments on or before the _____ day of each month without demand or notice, to College Town Rentals, Inc., or an appointed representative. WHERE THERE IS MORE THAN ONE LESSEE, EACH ONE IS RESPONSIBLE FOR THE PAYMENT OF THE TOTAL AMOUNT, REGARDLESS OF HOW YOU DIVIDE IT AMONG YOURSELVES.

3. UTILITIES. In recognition of the urgency to conserve natural resources and to avoid undue expense, Tenant agrees to restrict usage of utilities to a conservative, yet comfortable level. Landlord will furnish the utilities checked: natural gas ___ electric power ___ water ___ garbage pickup ___ sewerage ___. Landlord shall not be liable for temporary suspension of any of the above listed utilities and a temporary suspension shall not be deemed grounds sufficient to terminate this lease or any part of this lease.

4. SECURITY DEPOSIT. The security deposit paid by Tenant shall be held by Landlord until this agreement is terminated. Tenant agrees to return to Landlord within two weeks from the initial date of tenancy, an inventory of all furniture and furnishings, a list of apartment damages, and the general degree of cleanliness and condition of the same. The security deposit shall be returned to Tenant within thirty (30) days after termination of this agreement, less the following:

- (a) A reasonable cleaning expense if Tenant does not leave the premises in clean and rentable condition at the time Tenant vacates;
- (b) Cost for replacing keys, locks, or for locksmith services when keys are not returned within 48 hours of termination of the lease or vacating the premises;
- (c) Cost of repairs or replacements, decorating and/or refurbishing of the premises or any fixture, furniture, or appliance caused by other than reasonable wear and tear;
- (d) Any rents, charges, or fees uncollected at termination of lease. TENANT MAY NOT CONSIDER TENANT’S SECURITY DEPOSIT TO APPLY AGAINST RENTAL PAYMENTS OR LATE CHARGES.

Tenant will be provided with an itemization of all deductions from the security deposit within the same thirty (30) day period.

Appendix F Sample Sublease

5. **TIMELY RENT PAYMENTS.** Timeliness of rent payment is of the essence. A ten (10) dollar penalty will be assessed for any payment not made when due and an additional ten (10) dollar penalty for each full week thereafter. Penalty payment must accompany the installment. In the case of a returned check, payment will be considered made when the check is redeemed.
6. **POSSESSION.** Landlord shall attempt to have Tenant's apartment ready on the date stipulated on this lease but cannot be held liable for failure to do so. In the event delivery is delayed, rent shall be abated on a daily basis until you are offered possession. If Landlord is not able to deliver Tenant's apartment within seven days of the date so stipulated, then, upon Tenant's request, Tenant's deposit and any prepaid rent will be refunded in full and this lease will become null and void.
7. **QUIET POSSESSION.** Landlord hereby covenants that Tenant, upon payment of rent as herein reserved and performing all covenants and agreements herein contained on the part of tenant, shall and may peacefully and quietly have, hold and enjoy the premises hereby demised.
8. **TIME OF ESSENCE.** Time is of the essence of this lease and of each and every term.
9. **USE AND OCCUPANCY.** Tenant shall personally use and occupy the leased premises only as a private dwelling. Any changes in occupancy must be approved by Landlord. Tenant shall use the premises in such a manner as to comply with all local, county, state and federal laws, and the rules, ordinances, and regulations enacted thereunder, and shall not use the premises or permit it to be used for any disorderly or unlawful purposes or in any manner determined by us to be offensive or dangerous to other occupants of the building.
10. **PARKING.** Parking is restricted to space available and by permit only. Landlord shall not be liable for any damage or loss to motor vehicles or contents.
11. **SUBLETTING OR ASSIGNING.** Tenant may not sublet or assign the premises unless Tenant first obtains Landlord's written permission. In the event Tenant is given permission for assigning or subletting, Tenant will remain liable for the performance of all obligations originally assumed under this lease by Tenant, specifically including but not limited to the payment of all rentals.
12. **VACATING.** In cases of premature vacating of the premises, Landlord will make a reasonable effort to relet the apartment. Tenant will, however, be responsible for the rent payment for the remaining term of the lease, or until the Landlord is able to relet, whichever first occurs.
13. **TRASH AND GARBAGE.** Tenant is to place trash and garbage in plastic bags, tie them shut, and place them in the designated area for pickup. Tenant is to keep the pickup area clean and free of all loose trash and garbage. The Tenant's diligent help in this regard will prevent the attraction of insects and rodents and generally make for a more pleasant atmosphere.

Appendix F Sample Sublease

- 14. INSURANCE.** Loss of personal property is not covered by Landlord's insurance. Tenant should provide his/her own coverage either through family "homeowner's" policy or private renter's insurance if this protection is desired.
- 15. ALTERATIONS.** Tenant shall not remodel, paint, or make any structural changes to the leased premises, nor shall Tenant attach or remove any fixtures without Landlord's prior written permission. Expenses incurred for minor improvements, **WITH WRITTEN PERMISSION OF THE MANAGEMENT**, may be deducted from the succeeding month's rent. Receipts for such purchases must be included.
- 16. LOCKS AND KEYS.** Landlord shall provide a lock for the exterior. So as not to restrict Landlord's ability to ingress and egress, Tenant agrees that no additional locks shall be placed upon any doors of the premises. Tenant further agrees that no locks shall be changed without Landlord's prior written permission. Upon termination of this lease, Tenant shall return to Landlord all keys to the premises.
- 17. RIGHT OF ENTRY.** Landlord or Landlord's agent shall have the right to enter the premises by pass-key or otherwise at all reasonable and necessary times to inspect the premises for any purpose reasonably connected with Landlord's interest in the premises. And to show premises to prospective tenants or purchasers and to provide routine and emergency service.
- 18. UNINHABITABLE.** If the premises become uninhabitable for any reason including, but not restricted to fire, flood, or other act of God, the rental herein shall be suspended until the same has been restored to a habitable condition. Tenant shall not be obligated to rebuild or restore the premises in the event of severe damage.
- 19. GOVERNING LAW.** This lease is to be governed by and construed according to the laws of the State of West Virginia. If any of the terms or conditions hereof conflict with any such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law.
- 20. RIGHT OF REFUSAL.** Until Landlord has executed this lease, Landlord shall have the right to refuse acceptance of a tenant for any reason whatsoever; provided, however such refusal shall not be based on tenant's race, religion, sex, national origin, or disability.
- 21. SUBORDINATION.** This lease is subject and subordinate to all security interests which may not or hereafter affect the real property, of which the premises forms a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request.
- 22. INDEMNIFICATION.** Landlord will be liable for any injury or damages due to Landlord's negligence. Tenant agrees to be obligated for any injury or damages caused by Tenant's negligence.

Appendix F Sample Sublease

23. WAIVER. The failure of Landlord to insist upon a strict performance of any term or condition of this lease or to exercise any right herein conferred in any one or more instances shall not be deemed a waiver or relinquishment of any right of remedy that Landlord may have had, and shall not be deemed a waiver of any subsequent breach of such term or condition.

24. ENTIRE AGREEMENT. It is expressly understood and agreed that this document and any attached exhibits constitute the entire agreement between the parties herein and may be modified only in writing signed by both Tenant and Landlord. This lease may not be modified orally.

25. PETS. No animals, birds, or pets of any kind shall be permitted in the leased premises without Landlord's prior written consent.

26. HAZARDS. Tenant shall not cause or permit the occurrence of a hazardous act on or near the premises, which might cause fire, explosion, or injury to persons or property.

27. DISTURBING NOISES. Tenant shall not make or permit to be made any noises which are disturbing to neighbors; neither shall Tenant commit or permit any noise which will unreasonably interfere with the rights, comforts, or conveniences of other tenants.

28. DAMAGE TO PREMISES. Tenant acknowledges that the apartment is in good order and repair except as otherwise noted by the Tenant in writing at the time of Tenant's occupancy under this lease. Tenant agrees to pay for repairs to the premises when caused by Tenant's misuse or that of Tenant's family or visitors. Landlord agrees to repair the premises with reasonable promptness when caused by reasonable wear and by forces beyond Tenant's control.

Tenant **Date**

Tennant **Date**

College Town Rentals, Inc. **Date**
