

Residential leases are governed by state and local landlord-tenant law — security deposit limits and return deadlines, notice periods, late-fee limits, and required disclosures (including the federal lead-based paint disclosure for housing built before 1978) vary by location, and some cities add rent-control or just-cause rules. This template is a general starting point only — not legal advice — and should be checked against your state and local law, or reviewed by a local attorney, before use.

Sublease Agreement

Tenant (sublandlord): [Tenant name] **Subtenant:** [Subtenant name] **Date:** [Date]

1. The Original Lease

Tenant rents the residence at [Street address, unit number, city, state, ZIP] (the "Premises") from [Landlord name] ("Landlord") under a lease dated [Date] that ends on [Date] (the "Original Lease"). A copy of the Original Lease [is attached / has been given to Subtenant]. Subtenant agrees to follow every term of the Original Lease that applies to occupying the Premises, as if Subtenant were the tenant.

2. What Is Sublet and for How Long

Tenant sublets to Subtenant [Choose one: "the entire Premises" / "the bedroom described as [describe] and shared use of [common areas]"] from [Start date] to [End date], which is no later than the end of the Original Lease. Furnishings included: [list, or attach an inventory].

3. Rent

Subtenant pays [Amount] per month, due on the [Day] of each month, paid [Choose one: "to Tenant" / "directly to Landlord, as Landlord has agreed"] by [method]. [Check your city: some limit charging a subtenant more than the tenant's own rent.] Tenant remains responsible to Landlord for the full rent under the Original Lease.

4. Security Deposit

Subtenant pays Tenant a security deposit of [Amount] [check your state's maximum]. Within [Number] days after Subtenant moves out [use your state's deadline], Tenant returns it minus lawful deductions for unpaid rent and damage beyond normal wear and tear, with an itemized list.

5. Utilities

Subtenant pays: [list, or "a fixed [Amount] per month toward utilities"]. Tenant pays: [list].

6. Condition and Move-Out

Subtenant accepts the Premises in the condition recorded in the attached move-in checklist and photos, and will return them in that condition, except for normal wear and tear, with all keys, by the end date.

7. Tenant's Responsibilities

Tenant will keep the Original Lease in effect, forward any repair requests to Landlord promptly, and give Subtenant any notice Tenant receives from Landlord that affects the Premises.

8. If the Original Lease Ends

If the Original Lease ends early for any reason, this sublease ends at the same time. Subtenant cannot have greater rights to the Premises than Tenant has.

9. No Further Subletting

Subtenant will not sublet the Premises, assign this sublease, or rent them short-term to anyone else.

10. Entire Agreement and Governing Law

This sublease, with the Original Lease and the attachments listed in it, is the entire agreement between Tenant and Subtenant; changes must be in writing and signed by both. It is governed by the laws of [State where the Premises are located].

11. Landlord's Consent

Most leases require the landlord's written consent to sublet. By signing below, Landlord consents to this sublease only. Landlord's consent does not release Tenant from any obligation under the Original Lease, does not create a lease between Landlord and Subtenant, and is not consent to any future sublease. [If the Original Lease doesn't require consent, you can remove Landlord as a signer and delete this section. Check your state and city: some limit a landlord's ability to refuse consent unreasonably.]

Signatures

By signing below, each party agrees to these terms.

[Tenant name] ("Tenant")

Signature: _____ Printed name: _____ Date: _____

[Subtenant name] ("Subtenant")

Signature: _____ Printed name: _____ Date: _____

[Landlord name] ("Landlord, consenting to this sublease")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.