

SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease") is entered into as of the 17 day of January, 2018 (the "Effective Date") by and between Joan J Green ("Tenant") and Kathy S Blake ("Subtenant"). Each Tenant and Subtenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises. The premises subject to this Sublease is a condominium located at 1223 Pyramid Valley Road, Mount Auburn, IA 52313 (the "Premises"). The Premises is fully furnished.

2. Lease. Tenant entered into a Residential Lease Agreement dated June 22, 2017 with Leonard F Warner ("Landlord") for the rent and use of the Premises (the "Original Lease"). Tenant represents to Subtenant that the Original Lease is in full force and effect and that no default exists on the part of any party to the Original Lease. This Sublease is subordinate to and will be at all times subject to the Original Lease. The Original Lease is hereby incorporated by reference.

3. Agreement to Sublease. Tenant agrees to lease to Subtenant and Subtenant hereby agrees to temporarily accept from Tenant for the term specified below, and upon all the conditions set forth herein, that portion of Tenant's interest in the Premises, including improvements.

4. Term. This Sublease will be for a term beginning on January 31, 2018 and ending on April 30, 2018 (the "Term").

5. Rent. Subtenant will pay to Tenant the total sum of \$2,000.00 for the Term. Rent will be payable in advance in monthly installments of \$500.00 due on the 9th day of each month during the Term. The first rent payment is payable to Tenant when Subtenant signs this Sublease. Rent will be paid directly to Tenant at the address stated in the Notices section herein (or to such other places or persons as directed by Tenant) by mail or in person by cash, Paypal, and will be payable in U.S. Dollars. Tenant will be responsible for paying the rent on the Original Lease to Landlord.

6. Tenants Failure to Give Possession. In the event Tenant is unable to deliver possession of the Premises to Subtenant on the start date of the Term, Tenant will not be subject to any liability for such failure, the validity of this Sublease will not be affected, and the Term will not be extended. Subtenant will not be liable for rent until Tenant gives possession of the Premises to Subtenant; provided, however, that if Tenant does not give possession of the Premises to Subtenant within five (5) days from the start date of the Term, Subtenant may cancel this Sublease by notice in writing to Tenant.

7. Holdover Tenancy. Unless this Sublease has been extended by mutual written agreement of the parties, there will be no holding over past the Term under the terms of this Sublease under any circumstances. If it becomes necessary to commence legal action to remove Subtenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages.

8. Use of Premises. The Premises will be occupied only by Subtenant and used only for residential purposes. Subtenant agrees not to use the Premises for any unlawful or hazardous purpose.

9. Condition of Premises. Subtenant has examined the Premises, including all appliances, fixtures and furnishings, and acknowledges that they are in good condition and repair, normal wear and tear excepted,

and accepts them in its current condition. At the end of the Term, Subtenant agrees to surrender and deliver to Tenant possession of the Premises, including all appliances, fixtures and furnishings, in as good a condition as they were at the commencement of the Term, reasonable wear and tear excepted. Subtenant will be liable to Tenant for any damage occurring to the Premises and any damage to or loss of the contents thereof which are done by Subtenant or Subtenant's guests or invitees.

10. Maintenance and Repairs. Subtenant will maintain the Premises, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. Subtenant shall not paint, otherwise redecorate, add or change locks, or make any other alterations to the Premises without the prior written consent of Tenant. Subtenant will not remove Tenant's appliance, fixtures and furnishings, from the Premises for any purpose. If repairs other than general maintenance are required, Subtenant will notify Tenant for such repairs.

11. Smoking. Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Subtenant and any visitor, guest or other occupant on the Premises.

12. Pets. Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises. The unauthorized presence of any pet will subject Subtenant to penalties, damages, deductions and termination of this Sublease. Properly trained service animals that provide assistance to individuals with disabilities will be permitted on the Premises with the prior written consent of Tenant. Subtenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Tenant).

13. Obligations of the Parties. Subtenant agrees to assume and agrees to perform and comply with all of the obligations and responsibilities of Tenant under the Original Lease for the Term, except as otherwise set forth in this Sublease. Subtenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority. Tenant agrees to maintain the Original Lease for the length of the Term, subject, however, to any earlier termination of the Original Lease without the fault of Tenant. Tenant will remain obligated to pay rent and perform and comply with all of the obligations of Tenant under the Original Lease or by law, including, if applicable, payment of resident income tax.

14. Liability. Tenant is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Tenant.

15. Right of Entry. Tenant or Landlord or their respective agents may enter the Premises at reasonable times to inspect the Premises, to make any alterations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Tenant or Landlord may enter the Premises at any time.

16. Assignment or Subletting. Subtenant will not assign this Sublease or sublet or grant any right to use the Premises or any portion thereof. Any attempted assignment or delegation in contravention of this provision will be void and ineffective.

17. Notices. All notices given under this Sublease must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail,

addressed to Tenant or Subtenant as follows (or to another address as that Party may designate upon reasonable notice to the other Party):

To Tenant:
Joan J Green
2795 Graystone Lakes
Macon, GA 31213

To Subtenant:
Kathy S Blake
1223 Pyramid Valley Road
Mount Auburn, IA 52313

18. No Waiver. Neither Tenant nor Subtenant shall be deemed to have waived any provision of this Sublease or the exercise of any rights held under this Sublease unless such waiver is made expressly in writing.

19. Severability. If any provision of this Sublease is held invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Sublease.

20. Governing Law. This Sublease and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Iowa without regard to its conflicts of laws provisions.

21. Disputes. Any dispute arising from this Sublease shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

22. Amendments. This Sublease may be amended or modified only by a written agreement signed by both Parties.

23. Counterparts. This Sublease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

24. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Sublease.

25. Entire Agreement. This Sublease contains the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Sublease as of the Effective Date.

Tenant Signature

Joan J Green

Tenant Full Name

Subtenant Signature

Kathy S Blake

Subtenant Full Name

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GENERAL INSTRUCTION

WHAT IS A SUBLEASE AGREEMENT?

A Sublease Agreement is a lease or rental agreement between the original tenant who is currently leasing the premises and the new new tenant, or subtenant, who will be moving in to all or a part of the premises. The subtenant will be subject to the same terms and conditions of the original lease, however the tenant remains solely responsible for the payment of rent and breach of the terms and condition of the original lease agreement.

WHEN IS A SUBLEASE AGREEMENT NEEDED?

After receiving a job offer from your dream job in a different city, you are ecstatic, except for one thing. You don't know what you're going to do about the lease you just signed on an apartment in your current city. Or maybe you have a summer internship in a different city, but don't want to sign a full year lease on an apartment. Or maybe you have an extra room in the house you're renting and want to make some extra money. Whatever the situation, a Sublease Agreement can put into writing the agreement between you and another party regarding the property being sublet.

Although you may think subletting a room in your apartment to your best friend doesn't need to be in writing, issues and misunderstanding regarding you and your best friend's rights and duties may arise. Oral agreements hold too much uncertainty, and friendships have been known to break over less than who is responsible for replacing the carpet.

Below are some common relationships where a Sublease Agreement is used:

Sublessor

- A college student with a year long lease going home for the summer
- A manager who has found a new job in a different city after just signing a new lease
- A tenant looking to make some extra money by renting a second bedroom in their house

Sublessee

- A college student with a summer internship in another city
- A freelancer who just moved to a new city and isn't sure how long he or she will stay
- A study abroad student looking for accommodation for a short period

WHAT SHOULD BE INCLUDED?

A simple agreement will identify the following basic elements:

- **Premises:** address and description of the residence that is being leased
- **Tenant:** full name and address of the original tenant
- **Subtenant:** full name and address of the subtenant who is taking over the lease
- **Original Lease:** details of the original lease, including the date and landlord
- **Term:** when the sublease will begin and end
- **Rent:** amount of money payable by the subtenant to the tenant each month

Here are some other common provisions found in this agreement:

- **Landlord Approval:** if the original lease requires, the tenant must get written approval from the landlord
- **Security Deposit:** how much the subtenant must pay as security against damage or failure to pay
- **Late Fees:** how much extra the subtenant must pay if rent is not paid on time
- **Utilities:** whether utilities are included or whether subtenant must pay for utilities
- **Furnishings:** whether or not the premises will be furnished
- **Alterations:** usually the subtenant is not allowed to make any alterations to the premises
- **Policies:** whether things such as smoking, pets, or subletting are allowed

OTHER NAMES

- Sublease Contract
- Sublet Contract
- Residential Sublease Agreement
- Sublease Agreement for Residential Apartment
- Room Rental Agreement
- Sublet Agreement