State of New Jersey

SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease") is entered into as of the ___ day of _____, 20___ (the "Effective Date") by and between:

Tenant(s): _____ ("Tenant") AND

Subtenant(s): _____ ("Subtenant").

Each Tenant and Subtenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises. The premises subject to the Sublease is a/an (Check one) ☐ apartment ☐ house ☐ condominium ☐ room ☐ townhouse ☐ duplex ☐ semi-detached house ☐ other: _____ with:

(a) _____ bedroom(s)
(b) _____ bathroom(s)
(c) _____ parking space(s) ☐ Parking is not included with the Premises

located at _____, City of _____, State of _____, _____ (the "Premises").

Storage:

☐ The Premises includes the following storage space: _____.

Furnishings: (Check one)

☐ The Premises is NOT furnished.

☐ The Premises includes the following furnishings: _____ _____.

2. Lease. Tenant entered into a: (Check one)

☐ Lease Agreement
☐ Rental Agreement
☐ Residential Lease Agreement
☐ Other: _____

dated _____, 20___ with _____ ("Landlord") for the rent and use of the Premises (☐ a copy of which is attached hereto as Exhibit A) (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 _____, 20___ and ending on _____, 20___ (the "Term").

5. Landlord Approval. (Check one)

☐ Tenant requires Landlord's written approval to sublet the Premises. In the event that the Original Lease requires the approval of Landlord prior to any subletting of the Premises by Tenant, then the validity of this Sublease is subject to securing the approval of Landlord. Tenant shall supply Subtenant a copy of Landlord's written approval at least _____ days prior to the start date of the Term. Should Tenant fail to secure approval of this Sublease by Landlord prior such date, this Sublease shall be null and void. Landlord may require information from Subtenant such as a bank statement or may seek to do a background and credit check on Subtenant and, in such case, Subtenant agrees to reasonably cooperate in all such matters.

☐ Tenant does NOT require Landlord's written approval to sublet the Premises.

6. Rent. Subtenant will pay to Tenant the total sum of $_____ for the Term, payable in advance in monthly installments of $_____due on the _____ day of each month during the Term ("Rent"). 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 one of the following methods: (Check one) ☐ Cash ☐ Personal check ☐ Money order ☐ Cashier's check ☐ Credit card ☐ PayPal ☐ Electronic transfer ☐ Other: _____, and will be payable in U.S. Dollars. Tenant will be responsible for paying Rent on the Original Lease to the Landlord.

Proration: (Check one)

☐ Rent will be a pro rata portion of the monthly installment in the amount of $_____ for the:(Check one)

- ☐ first month of the Term.
- ☐ last month of the Term.

☐ Rent will NOT be prorated.

7. Late Fees. (Check one)

☐ A late fee will be charged if Rent is not paid on time. Rent paid after the _____ day of each month will be deemed as late; and if Rent is not paid within _____ days after such due date, Subtenant agrees to pay: (Check one)

- ☐ a set late charge of $_____.
- ☐ _____ % of the balance due per day for each day that Rent is late.

☐ A late fee will NOT be charged.

Bounced Checks:

☐ Subtenant agrees to pay $_____ for each dishonored bank check.

8. Utilities. Subtenant is responsible for payment of all utility and other services for the Premises that are to be paid by Tenant under the Original Lease for the Term, with the exception of the following, which will be PAID BY THE LANDLORD: (Check all that apply)

- ☐ Electric
- ☐ Gas
- ☐ Trash
- ☐ Cable
- ☐ Water
- ☐ Other: _____
- ☐ Telephone
- ☐ Sewage
- ☐ Internet
- ☐ Heat
- ☐ Hot water

9. Security Deposit. Upon signing this Sublease, Subtenant will pay a security deposit in the amount of $_____ to Tenant. The security deposit will be retained by Tenant as security for Subtenant's performance of its obligations under this Sublease. If Subtenant does not comply with any of the terms of this Sublease, Tenant may apply any or all of the security deposit to remedy the breach, including to cover any amount owed by Subtenant and/or any damages or costs incurred by Tenant due to Subtenants failure to comply. Tenant will provide Subtenant written notice of use of any or all of the security deposit. Subtenant will, within _____ days following receipt of such written notice, pay to Tenant the amount needed to restore the security deposit to its full amount. The security deposit may not be used or deducted by Subtenant as the last month's Rent of the Term. Subtenant will be entitled to a full refund of the security deposit if Subtenant returns possession of the Premises to Tenant in the same condition as accepted, ordinary wear and tear excepted. Within _____ days after the termination of this Sublease, Tenant shall return the security deposit to Subtenant (minus any amount applied by Tenant in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing.

Interest: (Check one)

☐ Yes, bear interest while held by Tenant in accordance with applicable state laws and/or local ordinances.

☐ No, the security deposit will NOT bear interest while held by Tenant.

10. 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 _____ days from the start date of the Term, Subtenant may cancel this Sublease by notice in writing to Tenant.

11. 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.

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

13. Condition of Premises. Subtenant has examined the Premises, including all appliances and 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 and 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.

14. Maintenance and Repairs. Subtenant will maintain the Premises, including the grounds (if the Premises is a house) and all appliances and 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 of Landlord's appliances and fixtures (☐ and furnishings) from the Premises for any purpose. If repairs other than general maintenance are required, Subtenant will notify Tenant for such repairs. In the event this Sublease includes shared common areas, appliances, fixtures and furnishings, Subtenant shall be entitled to the reasonable use thereof and shall be responsible for repairing or replacing the foregoing in the event they are damaged or missing due to any act or omission of Subtenant.

15. Smoking. (Check one)

☐ 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.

☐ Smoking is permitted on the Premises.

16. Pets. (Check one)

☐ Tenant is NOT allowed to have or keep any pets, even temporarily, on any part of the Premises.

☐ Tenant is allowed to have the following pets on the Premises:
_____. The unauthorized presence of any pet may 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 the Tenant. Subtenant will be responsible for the costs of defleaing, 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 the Tenant).

17. Inspection Checklist. (Check one)

☐ In order to avoid disagreements about the condition of the Premises, at the time of accepting possession of the Premises, Subtenant will complete the Inspection Checklist incorporated herein by reference and attached hereto as Exhibit B and record any damage or deficiencies that exist at the commencement of the Term. Subtenant will provide a copy of the completed checklist to Tenant within

_____ days after accepting possession of the Premises. Tenant will be liable for the cost of any cleaning or repair to correct damages found at the time of the inspection. Subtenant will be liable for the cost of any cleaning and/or repair to correct damages found at the end of the Term if not recorded on the inspection checklist, normal wear and tear excepted.

☐ Subtenant is NOT required to complete an inspection checklist.

18. 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.

19. 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, including but not limited to Subtenant and invitees of Subtenant, unless resulting from the gross negligence or willful misconduct of Tenant.

20. 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.

21. Assignment or Subletting. (Check one)

☐ Subtenant may assign this Sublease or sublet or grant any right to use the Premises or any portion thereof with the prior written consent of Tenant. Any attempted assignment or delegation in contravention of this provision will be void and ineffective.

☐ Subtenant may 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.

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

To Tenant:

Name(s): _____

Address: _____

To Subtenant:

Name(s): _____

Address: _____

23. 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.

24. 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.

25. 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 _____, without regard to its conflicts of laws provisions.

26. Disputes. Any dispute arising from this Agreement shall be resolved through: (Check one)

☐ Court litigation. Disputes shall be resolved in the courts of the State of _____.

☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

☐ Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

☐ Mediation.

☐ Mediation, then binding arbitration. 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.

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

28. 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.

29. 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.

30. 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.

31. Miscellaneous. _____
_____
_____

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

_____	_____
Tenant Signature	**Tenant** Full Name
_____	_____
Tenant Signature	**Tenant** Full Name
_____	_____
Subtenant Signature	**Subtenant** Full Name
_____	_____
Subtenant Signature	**Subtenant** Full Name

EXHIBIT A

EXHIBIT B

SUBLEASE INSPECTION CHECKLIST

Residential Address of Premises: _____
Move-In Date: _____
Subtenant(s): _____

LIVING ROOM	CONDITION				COMMENTS
	Good	Fair	Poor	N/A	
Walls and Ceiling	☐	☐	☐	☐	
Floor & Floor Covering	☐	☐	☐	☐	
Doors, Locks & Knobs	☐	☐	☐	☐	
Windows & Screens	☐	☐	☐	☐	
Window Coverings	☐	☐	☐	☐	
Baseboards/Moldings	☐	☐	☐	☐	
Paint/Wallpaper	☐	☐	☐	☐	
Lighting Fixtures	☐	☐	☐	☐	
Outlets & Switches	☐	☐	☐	☐	
Smoke Detector	☐	☐	☐	☐	
Fireplace	☐	☐	☐	☐	
Furniture	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	

DINING ROOM	CONDITION				COMMENTS
	Good	Fair	Poor	N/A	
Walls and Ceiling	☐	☐	☐	☐	
Floor & Floor Covering	☐	☐	☐	☐	
Doors & Locks	☐	☐	☐	☐	
Windows & Screens	☐	☐	☐	☐	
Window Coverings	☐	☐	☐	☐	
Baseboards/Moldings	☐	☐	☐	☐	
Paint/Wallpaper	☐	☐	☐	☐	
Lighting Fixtures	☐	☐	☐	☐	
Outlets & Switches	☐	☐	☐	☐	
Smoke Detector	☐	☐	☐	☐	
Furniture	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	

KITCHEN	CONDITION				COMMENTS
	Good	Fair	Poor	N/A	
Walls and Ceiling	☐	☐	☐	☐	
Floor & Floor Covering	☐	☐	☐	☐	
Doors & Locks	☐	☐	☐	☐	
Windows & Screens	☐	☐	☐	☐	
Window Coverings	☐	☐	☐	☐	
Baseboards/Moldings	☐	☐	☐	☐	
Paint/Wallpaper	☐	☐	☐	☐	
Lighting Fixtures	☐	☐	☐	☐	
Outlets & Switches	☐	☐	☐	☐	
Smoke Detector	☐	☐	☐	☐	
Cabinets & Drawers	☐	☐	☐	☐	
Countertops & Shelves	☐	☐	☐	☐	
Sink & Faucet	☐	☐	☐	☐	
Garbage Disposal	☐	☐	☐	☐	
Dishwasher	☐	☐	☐	☐	
Trash Compacter	☐	☐	☐	☐	
Stove & Burners	☐	☐	☐	☐	
Stove Hood/Fan	☐	☐	☐	☐	
Oven	☐	☐	☐	☐	
Microwave/Convection	☐	☐	☐	☐	
Refrigerator	☐	☐	☐	☐	
Freezer & Ice Maker	☐	☐	☐	☐	
Furniture	☐	☐	☐	☐	
Small Appliances	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	

MASTER BEDROOM	CONDITION				COMMENTS
	Good	Fair	Poor	N/A	
Walls and Ceiling	☐	☐	☐	☐	
Floor & Floor Covering	☐	☐	☐	☐	
Doors & Locks	☐	☐	☐	☐	
Windows & Screens	☐	☐	☐	☐	
Window Coverings	☐	☐	☐	☐	
Baseboards/Moldings	☐	☐	☐	☐	
Paint/Wallpaper	☐	☐	☐	☐	
Lighting Fixtures	☐	☐	☐	☐	
Outlets & Switches	☐	☐	☐	☐	
Smoke Detector	☐	☐	☐	☐	
Furniture	☐	☐	☐	☐	

Closets/Shelves	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	

GUEST BEDROOM	CONDITION				COMMENTS
	Good	Fair	Poor	N/A	
Walls and Ceiling	☐	☐	☐	☐	
Floor & Floor Covering	☐	☐	☐	☐	
Doors & Locks	☐	☐	☐	☐	
Windows & Screens	☐	☐	☐	☐	
Window Coverings	☐	☐	☐	☐	
Baseboards/Moldings	☐	☐	☐	☐	
Paint/Wallpaper	☐	☐	☐	☐	
Lighting Fixtures	☐	☐	☐	☐	
Outlets & Switches	☐	☐	☐	☐	
Smoke Detector	☐	☐	☐	☐	
Furniture	☐	☐	☐	☐	
Closets/Shelves	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	

OFFICE/SMALL BEDROOM	CONDITION				COMMENTS
	Good	Fair	Poor	N/A	
Walls and Ceiling	☐	☐	☐	☐	
Floor & Floor Covering	☐	☐	☐	☐	
Doors & Locks	☐	☐	☐	☐	
Windows & Screens	☐	☐	☐	☐	
Window Coverings	☐	☐	☐	☐	
Baseboards/Moldings	☐	☐	☐	☐	
Paint/Wallpaper					
Lighting Fixtures	☐	☐	☐	☐	
Outlets & Switches	☐	☐	☐	☐	
Smoke Detector	☐	☐	☐	☐	
Furniture	☐	☐	☐	☐	
Closets/Shelves	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	

MASTER BATHROOM	CONDITION				COMMENTS
	Good	Fair	Poor	N/A	
Walls and Ceiling	☐	☐	☐	☐	
Floor & Floor Covering	☐	☐	☐	☐	
Doors & Locks	☐	☐	☐	☐	
Windows & Screens	☐	☐	☐	☐	
Window Coverings	☐	☐	☐	☐	
Baseboards/Moldings	☐	☐	☐	☐	
Paint/Wallpaper	☐	☐	☐	☐	
Lighting Fixtures/Fans	☐	☐	☐	☐	
Outlets & Switches	☐	☐	☐	☐	
Countertops/Drawers	☐	☐	☐	☐	
Sink & Toilet	☐	☐	☐	☐	
Bathtub & Shower	☐	☐	☐	☐	
Mirror/ Cabinet	☐	☐	☐	☐	
Towel Racks/Holders	☐	☐	☐	☐	
Water Temp/Pressure	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	

GUEST BATHROOM	CONDITION				COMMENTS
	Good	Fair	Poor	N/A	
Walls and Ceiling	☐	☐	☐	☐	
Floor & Floor Covering	☐	☐	☐	☐	
Doors & Locks	☐	☐	☐	☐	
Windows & Screens	☐	☐	☐	☐	
Window Coverings	☐	☐	☐	☐	
Baseboards/Moldings	☐	☐	☐	☐	
Paint/Wallpaper	☐	☐	☐	☐	
Lighting Fixtures/Fans	☐	☐	☐	☐	
Outlets & Switches	☐	☐	☐	☐	
Countertops/Drawers	☐	☐	☐	☐	
Sink & Toilet	☐	☐	☐	☐	
Bathtub & Shower	☐	☐	☐	☐	
Mirror/Cabinet	☐	☐	☐	☐	
Towel Racks/Holders	☐	☐	☐	☐	
Water Temp/Pressure	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	

HALL/CLOSETS	CONDITION				COMMENTS
	Good	Fair	Poor	N/A	
Walls and Ceiling	☐	☐	☐	☐	
Floor & Floor Covering	☐	☐	☐	☐	
Doors & Locks	☐	☐	☐	☐	
Windows & Screens	☐	☐	☐	☐	
Window Coverings	☐	☐	☐	☐	
Baseboards/Moldings	☐	☐	☐	☐	
Paint/Wallpaper	☐	☐	☐	☐	
Lighting Fixtures/Fans	☐	☐	☐	☐	
Outlets & Switches	☐	☐	☐	☐	
Smoke Detector	☐	☐	☐	☐	
Furniture	☐	☐	☐	☐	
Shelves	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	

OTHER	CONDITION				COMMENTS
	Good	Fair	Poor	N/A	
Thermostats	☐	☐	☐	☐	
Furnace/ Filters	☐	☐	☐	☐	
Air Conditioner	☐	☐	☐	☐	
Water Heater	☐	☐	☐	☐	
Water Softener	☐	☐	☐	☐	
Security System	☐	☐	☐	☐	
Doorbell	☐	☐	☐	☐	
Mailbox	☐	☐	☐	☐	
Stairs	☐	☐	☐	☐	
Gate/Garage Remote	☐	☐	☐	☐	
Fire Extinguisher	☐	☐	☐	☐	
Patio/Terrace/Deck	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
Other _____	☐	☐	☐	☐	
# Keys Received	Door	Laundry	Mailbox		

Subtenant Signature	**Subtenant** Name	Date

Subtenant Signature	**Subtenant** Name	Date

Accepted and acknowledged by:

Tenant Signature	**Tenant** Name	Date

Tenant Signature	**Tenant** Name	Date

LANDLORD CONSENT TO SUBLEASE AGREEMENT

Pursuant to the (Check one) ☐ Lease Agreement ☐ Rental Agreement ☐ Residential Lease Agreement ☐ Other: _____ dated _____, 20___ by and between:

Landlord: _____ and

Tenant(s): _____ ("Tenant")

for the rent and use of the premises located _____, City of _____, State of _____, _____ (the "Premises"), I hereby consent to the sublease of the Premises by Tenant to _____ ("Subtenant") pursuant to the terms and conditions set forth in the Sublease Agreement dated _____, 20___.

_____	_____	_____
Landlord Signature	**Landlord** Name	Date