| State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  |
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| **CONSENT TO SUBLEASE** |

This Consent to Sublease (this “Consent”) is entered into as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between:

**Landlord:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”)

**Tenant:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”)

Each Landlord and Tenant may be referred to individually as a “Party” and collectively as the “Parties.”

**1. Original 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 located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ (the “Premises”) (☐ a copy of which is attached hereto as Exhibit A) (the “Original Lease”).

**2. Consent to Sublease.** Landlord hereby consents to the sublease of the Premises by Tenant to a subtenant under the terms and conditions outlined in the Sublease Agreement between Tenant and the subtenant, dated \_\_\_\_\_\_\_, 20\_\_ (the “Sublease Agreement”). The Sublease Agreement is subordinate to and will be at all times subject to the Original Lease. Tenant acknowledges that this Consent does not release Tenant from any obligations under the Original Lease. (Check one)

☐ One-Time Consent. This consent is a one-time consent and applies only to the specific Sublease Agreement referenced herein. Any future sublease agreements will require separate consent from the Landlord.

☐ Recurring Consent. This consent is a recurring consent, and Tenant is permitted to sublease the Premises under similar terms as the Sublease Agreement, without requiring additional consent from the Landlord for each subsequent sublease.

**3. Copies of Sublease Agreement.** Tenant agrees to provide Landlord with a copy of the fully executed Sublease Agreement within \_\_\_\_\_\_\_ days of its execution. Failure to provide the Sublease Agreement within this timeframe may result in the revocation of this Consent at the discretion of the Landlord.

**4. Rent and Payment.** Subtenant shall pay rent directly to Tenant as agreed to in the Sublease Agreement. Tenant remains responsible for ensuring that rent payments to the Landlord under the Original Lease are made in full and on time. The Rent under the Sublease Agreement shall not exceed the Rent payable by Tenant to Landlord under the Original Lease.

**5. Condition of Premises.** At the end of the term of the Sublease Agreement, Tenant agrees to surrender and deliver to Landlord possession of the Premises, including all appliances and fixtures (☐ and furnishings), in as good a condition as they were at the commencement of the Original Lease, reasonable wear and tear excepted. Tenant will be liable to Landlord for any damage occurring to the Premises and any damage to or loss of the contents thereof which are done by the subtenant.

**6. Use of Premises.** The Premises will be occupied only by the subtenant and used only for residential purposes.

**7. Liability.** Tenant remains liable for the performance of all obligations under the Original Lease, including any liabilities arising out of the subtenant’s use of the Premises. Landlord’s consent to this Sublease Agreement does not constitute a waiver of any claims Landlord may have against Tenant under the Original Lease.

**8. No Waiver.** Landlord’s consent to the Sublease Agreement shall not waive any rights or remedies available to the Landlord under the Original Lease, nor shall it alter, waive, or diminish any terms or obligations of the Original Lease.

**9. Right of Entry.** 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, as provided in the Original Lease.

**10. Severability.** If any provision of this Consent 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 Consent.

**11. Governing Law.** This Consent 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.

**12. Entire Agreement.** This Consent, together with the Original Lease, constitutes the entire agreement between the Parties with respect to the subject matter hereof.

**13. Additional Provisions.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Consent as of the Effective Date.

|  |  |   |
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| **Landlord**Signature |  | **Landlord** Name |

|  |  |   |
| --- | --- | --- |
| **Tenant**Signature |  | **Tenant** Name |