

MANAGEMENT SERVICES CORPORATION

Sublease Agreement

THIS AGREEMENT dated _____ by and between _____
_____ called RESIDENT(S), and _____
_____ hereinafter called SUBTENANT, and _____
hereinafter called LANDLORD.

By the Lease Agreement entered into on _____ between RESIDENT and LANDLORD, RESIDENT agreed to lease the premises known as _____ for a current lease term of (begin date) _____ (end date) _____ and/or the renewal lease term of (begin date) _____ (end date) _____ to perform all conditions and terms set forth in the aforementioned Lease Agreement.

RESIDENT now wishes to vacate the premises and to allow SUBTENANT to occupy the premises beginning on _____ and ending on _____. Since RESIDENT agreed not to sublease or assign the premises without written consent of LANDLORD, this agreement is entered into to grant such consent on the part of the LANDLORD and to bind the SUBTENANT to the terms and conditions of the original Lease Agreement. It is further agreed by ORIGINAL RESIDENT, SUBTENANT and LANDLORD, that RESIDENT and SUBTENANT are both jointly and severally liable to LANDLORD for any breach of the Lease Agreement by either party by virtue of said original Lease Agreement. Even in the event that every ORIGINAL RESIDENT on the original Lease Agreement is not subletting, (one RESIDENT in a group is subletting to one SUBTENANT) all ORIGINAL RESIDENTS and SUBTENANTS are jointly and severally liable for the full amount of the rent stipulated in the ORIGINAL RESIDENT'S Lease Agreement, as well as all applicable Lease Agreement provisions, policies and procedures. SUBTENANT acknowledges receipt of a copy of said original Lease Agreement and RESIDENT'S original defects list.

(SUBTENANT SIGN HERE FOR RECEIPT OF LEASE AGREEMENT AND DEFECTS LIST).

Any unpaid balance on the RESIDENT'S original account is hereby accepted jointly and severally by both SUBTENANTS, as well as by the RESIDENTS.

LANDLORD will **not** have any involvement with the exchange of security deposit funds between RESIDENT and SUBTENANT. LANDLORD will return the security deposit, in accordance with §2 of the original Lease Agreement, to the original residents at the termination of the Lease Agreement.

RESIDENT agrees to deliver to the SUBTENANT the premises in the condition described in §13 of original Lease Agreement less any defects which were submitted to the LANDLORD in the Itemized Report of Damages. SUBTENANT agrees to accept the property from RESIDENT and to perform all terms of the Lease Agreement. It is understood that LANDLORD will not clean, paint or inspect the apartment prior to SUBTENANT'S occupancy.

RESIDENT agrees to pay LANDLORD a fee of **\$250.00** for this sublet as agreed to in the **Policies and Regulations Handbook**; application fees apply. **An additional fee of \$75 will be charged if sublease is completed separately.**

RESIDENT and SUBTENANT understand that there is to be no lapse in electricity coverage. If LANDLORD is billed for service connection or any power, this will be billed to the ledger for the resident and subtenant. If this amount is not paid, it will be deducted from the security deposit.

RESIDENT and SUBTENANT, by signing below, acknowledge receipt of Sublease Information Sheet and agree to adhere to all the terms and provisions set forth under the original Lease Agreement, Sublease Agreement and Policies and Regulations Handbook.

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Property Manager

Subtenant Date

Subtenant Date

Subtenant Date

Subtenant Date

Date:

This agreement is not valid and enforced until signed by all Residents, Subtenants, and Property Manager.

Si usted no entiende Inglés, entonces usted debe encontrar alguien para traducirle este documento para usted. Muchas gracias

MANAGEMENT SERVICES CORPORATION

Sublease Information Sheet

A Sublease is completed when a resident wants to temporarily lease his/her bedroom or apartment. Sublease Agreements are only allowed for **up to 3 months**. Anything longer than 3 months would require a Lease Takeover or Name Change (Name Addition/Deletion), depending on how many people are currently on the lease and how many people plan to move out and when.

Residents are required to find subtenants on their own, with no assistance from Management.

Once the resident has an interested subtenant, the subtenant must complete an application and pay the **\$35 Application Fee**. All current residents and interested subtenant(s) must also complete the attached Sublease Agreement Form. Only when the form is complete, signed by all parties, and the fees have been paid in full, will MSC accept and process any new application(s). Applicant will be qualified under MSC's current criteria.

Important items to note before subleasing your apartment:

- Fees associated with the Sublet Agreement:
 - \$35 per person application fee for subtenant(s).
 - \$9 per person background check if any criminal history is listed on the subtenant(s) application.
 - \$250 sublet fee per sublet term.
 - \$75 administrative fee if any paperwork is not completed in the office within the same business day. If any paperwork needs to be completed longer than the length of the same business day or electronically, the \$75 administrative fee is assessed.
- Under the Sublease Agreement, both the resident(s) and the subtenant(s) are jointly and severally responsible for upholding the terms of the lease. This means if the subtenant does not pay the rent one month, the original resident is still **FULLY LIABLE** for the rental payments and vice versa.
- The Landlord does not require an additional deposit from the resident's subtenant, and the Landlord does not require that the resident collect a security deposit from the subtenant. However, it is in the resident's best interest to require or ask for a deposit so that the subtenant has a financial stake in the care of the apartment. Residents are responsible for collecting any, or all, of their security deposit from the subtenant. All security deposits will be returned to the original Resident at the end of the lease. It is very important that all involved parties understand what could be deducted from the resident's deposit at the end of the lease term. These deductions could include, but are not limited to:
 1. Any unpaid late fees or other charges (including sublet fee, rent, electric bill, etc.) on the apartment account from any time during the lease term.
 2. The repair of any damages not listed on the Condition Report.
 3. Any unpaid charges accrued by the subtenant, or charges accrued as a result of a turnover inspection.
- ***Inspections, painting and cleaning are not performed between the residency of a resident and subtenant.***
- In the Sublease Agreement, the subtenant acknowledges receipt of a copy of the original lease and the Condition Report. It is strongly suggested that the subtenant thoroughly review both documents. The subtenant should understand their liability for any damages not listed on the Condition Report (see #2 above) and review this list with the resident.
- The resident must give the subtenant all keys to the apartment (mailbox, deadbolt, doorknob, etc.). Management will not provide the subtenant with any keys at the time of move-in. Key exchange must be arranged beforehand.
- Resident is not to discontinue electrical service to their apartment before subtenant moves in. The electricity should be transferred to the subtenant at the same time it is discontinued by the resident. We

