

SUBLEASE AGREEMENT

This is a sublet agreement to sublet rental property (as described below) subject to the terms and conditions contained in this sublet agreement below. The Sublessor agrees to sublet the rental property and the Sublessee agrees to take such rental property, and to maintain, perform and fulfill the promises, conditions and agreements set forth herein below:

The Sublessor is: [Sublessor Name] (the “**Sublessor**”)

The Sublessee is: [Sublessee Name] (the “**Sublessee**”)

The rental property is located at: [ADDRESS] (the “**Premises**”).

1. The term of this sublease begins on [START DATE] and ends of [END DATE], unless otherwise extended via a written instrument signed by the parties hereto. The rental fee for the Premises is [RENTAL FEE] per month, and this fee must be paid by Sublessee in advance on the first day of each month. The rental fee must be paid via check sent to [PAYMENT ADDRESS]. At the end of the term, the Sublessee will vacate the Premises.
2. All charges for utilities (including but not limited to electric, heat, and water) in relation to the Premises, which are to be paid by the Sublessor under its lease agreement, shall be paid by the Sublessee for the term of this sublease agreement.
3. Upon conclusion or expiration of the term, Sublessee shall surrender and deliver to the Sublessor the Premises, including everything that was contained therein prior to Sublessee’s occupancy, in the same condition as they were at the beginning of the term, excepting reasonable wear and tear. The Sublessee is and will remain solely liable for any loss or damage to the Premises, or anything contained therein, occurring during the term of this agreement.
4. Sublessee shall pay to Sublessor a deposit in the amount of [DEPOSIT AMOUNT] to cover any loss or damage or any expense that Sublessor may have in restoring the Premises or anything contained therein to the condition they were at the beginning of the term. Only if the Premises and everything contained therein is returned to the Sublessor at the end of the term of this sublease agreement in the same condition as they were prior to

the Sublessee's occupancy of the Premises, will Sublessor be obligated to refund such deposit.

5. Upon the Sublessee taking possession of the Premises, the Sublessor will provide the Sublessee with an inventory form, to be signed by the Sublessee acknowledging the contents within the Premises.
6. This sublease agreement incorporates the original lease agreement between the Sublessor and the Sublessor's lessor, a copy of which has been provided to the Sublessee and is attached hereto and incorporated herein by this reference. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under such original lease for the duration of this sublease agreement.
7. This agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of New York and subject to the exclusive jurisdiction of the federal and state courts located in [County], New York.
8. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by confidential arbitration in New York City, before the New York State Arbitration Alternative's arbitrator(s) (the "NYSAA"). The arbitration shall be administered by the NYSAA either online or in person pursuant to its NYSAA Commercial Arbitration Rules & Procedures accessible at www.nysaa.nyc. The NYSAA Rules and Code of Ethics are hereby incorporated in this agreement by reference. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.
9. This agreement constitutes the entire agreement between the parties, and no additions, deletions or modifications may be made to this agreement without the written consent of the parties.
10. If the Sublessee is under 18 years of age, then his or her legal guardian or parent hereby

guarantees and agrees to perform all of the terms, covenants and conditions of this sublease by affixing his or her signature in the space provided below.

11. This sublease shall be binding upon both parties following approval by the landlord as provided in this sublease agreement below.

By their respective signatures below, the parties hereby bind themselves to this sublease agreement upon the landlord's signature set forth below.

[Sublessor Name]

[Sublessee Name]

[Legal Guardian Name]

Landlord Approval:

I hereby give my consent to subletting of the Premises as set out in this sublease agreement.

[LANDLORD Name]

Attachment(s):

(1) Sublessor's original lease agreement.