

SUBLEASE AGREEMENT

1. DATE AND PARTIES

- (1) This agreement is dated _____, _____ 20____.
Month Day Year
- (2) This agreement is made between:
- (A) _____, from now on called "Tenant"; and
- (B) _____, from now on called "Subtenant".

2. LEASED PROPERTY

- (1) The Tenant lawfully rents the "Leased Property" from the Landlord.
- (2) Tenant agrees to sublease the Leased Property to Subtenant.
- (2) The Leased Property is located at: _____
_____ in the City of Philadelphia, Pennsylvania.
- (3) The Leased Property is to be used and occupied as a residence for not more than:
_____ person(s), and for no other purposes.

3. OWNERSHIP AND AGENCY

- (1) The Landlord of the Leased Property is: _____
- (2) The Philadelphia address and telephone number of () the owner or () owner's agent is as follows:
- (A) Address: _____
- (B) Phone: _____
- (C) Email: _____

4. RENT

- (1) Subtenant agrees to pay rent in the manner indicated:
- () in equal monthly installments of \$ _____, to be paid in advance on or before the
_____ day of each month; or
- () in a lump sum of \$ _____ on the following date _____.

- (2) The rent is to be paid in the following manner, without request:
_____.
[NB: Include whether rent to be paid to Tenant or Landlord and address for payment to be made].
- (3) Rent is paid when the Subtenant delivers the rent to the person set out in clause 4(2), or, if the rent is permitted by this clause to be mailed, on the date that the letter containing the rent check is postmarked.
- (4) Subtenant agrees to pay a late charge of \$_____ if the rent is not paid by the due date.
- (5) Subtenant agrees to be responsible for paying any bank charge resulting from the dishonor of a rent check due to insufficient funds.

5. TERM OF AGREEMENT

- (1) This sublease begins on _____, 20__ (from now on called the "Starting Date").
- (2) This sublease ends on _____, 20__ (from now on called the "Ending Date").

6. SECURITY DEPOSIT

- (1) Subtenant has deposited \$_____ with () Tenant () Landlord as security deposit for unpaid rent and damages caused by Subtenant, Subtenant's family and Subtenant's guests.
- (2) Tenant/Landlord agrees to administer the security deposit according to the law of Pennsylvania.
- (3) After taking out for damages and unpaid rent, Tenant/Landlord agrees to send to Subtenant any security deposit money left over. Tenant/Landlord will send all of the remaining security deposit money to Subtenant no later than 30 days after the lease ends and Subtenant leaves. Tenant/Landlord also agrees to send to Subtenant, within the same period, a written list of damages and amounts of money taken from the security deposit.
- (4) Subtenant agrees to give Tenant/Landlord a written forwarding address when Subtenant leaves and the lease ends.
- (5) Subtenant may not use the security deposit as payment of the last month's rent.

7. JOINT AND SEVERAL LIABILITY

- (1) If there is more than one person named as Subtenant in this lease, this is a joint and several lease. This means that all persons named as Subtenant as a group and each of the persons named as Subtenant as individuals are responsible to Tenant for all of the agreements set out in this lease. For example, if the rent is not paid in accordance with the lease, Tenant can sue all persons named as Subtenant (jointly) for any unpaid rent or Tenant can sue any single person named as Subtenant separately (severally) for all of the unpaid rent.

8. UTILITIES

- (1) In addition to the promises made elsewhere, Subtenant and Tenant agree to assume responsibility for the following charges, as checked off below. Landlord is obligated to pay the indicated charges pursuant to the agreement with the Tenant.
- (2) If a party assumes responsibility for a charge, the party agrees to pay the appropriate person or public utility promptly, or do the work themselves promptly. Nothing in this lease will require Subtenant to pay any utility costs unless the Leased Property is separately metered for that utility.

	Subtenant will pay	Landlord will pay	Tenant will pay
Cold water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hot water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn care and maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Snow and leaf removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water (minimum annual charge)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water (in excess of minimum annual charge)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual oil-burner cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DSL/Broadband	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refuse collection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer charges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking fee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (3) The Subtenant acknowledges that pursuant to the agreement between the Landlord and Tenant the Landlord has the right to turn off temporarily any utility or other service to the Leased Property in order to make repairs or do maintenance. Except in the case of emergency, Landlord will provide 48 hours notice to Tenant of the need to turn off a particular utility or service.

9. INABILITY TO GIVE ACTUAL POSSESSION

- (1) If Tenant is unable to give Subtenant actual possession of the Leased Property on the Starting Date for any reason not attributable to Subtenant, Subtenant may either:
 - (A) Terminate this lease and recover any rent or deposits already paid; or
 - (B) Delay acceptance of actual possession until Tenant is able to give it.
- (2) If Subtenant elects to delay acceptance of actual possession until Tenant is able to give it, Subtenant is not liable for the rent during the time he/she is denied possession (then or ever), and Subtenant retains the option to choose to terminate the lease and recover any rent or deposits already paid until actual possession is given.

- (3) Tenant agrees to take immediate action to transfer possession of the Leased Property to Subtenant on or as soon as possible after the Starting Date.
- (4) Subtenant agrees that Tenant is not responsible to Subtenant for damages if Tenant cannot transfer possession of the Leased Property on the Starting Date due to circumstances beyond the control of Tenant.

10. DESTRUCTION OF THE LEASED PROPERTY

- (1) If the Leased Property is partly destroyed by fire or casualty to the point that use of the premises is substantially impaired:
 - (A) The sublease ends.
 - (C) Subtenant agrees to allow Landlord and Landlord's representatives to enter the Leased Property to repair any damage.
- (2) If there is total destruction of the Leased Property so that it cannot be used by Subtenant or continued occupancy is not permitted by the Philadelphia Code and the Leased Property cannot be repaired immediately after Landlord is notified of the destruction:
 - (A) Subtenant may vacate the premises and terminate this sublease and return possession to Tenant.
 - (B) In such case, following the termination of the lease, Tenant must return all deposits and pre-paid rent to Subtenant.
- (3) Nothing in this clause relieves either party of liability arising as a result of negligence.

11. LIABILITY FOR NEGLIGENCE

- (1) Tenant is responsible for all damage to property or injury to people caused by intentional or negligent acts of the Tenant, Tenant's family or guests at the Leased Property.
- (2) Subtenant is responsible for all damage to the Leased Property and injury to people caused by the intentional or negligent acts of Subtenant, Subtenant's family or guests at the Leased Property.

12. CONDEMNATION

- (1) Condemnation is the power of the government to take private property for public use.
- (2) If the whole or any part of the Leased Property (or the building in which the Leased Property is located) is taken by any authority having power of condemnation, this sublease will end automatically.

13. SUBTENANT'S PROMISES

- (1) Subtenant agrees that any of the following are prohibited, if so indicated on all copies of this lease:
- () Pets.
If Pets are to be allowed in the Leased Property, details of that agreement should be recorded below.
 - () Waterbeds.
 - () Other: _____
- (2) Subtenant also agrees that he/she/they will:
- (A) Comply with all obligations imposed on Subtenants by building and housing codes.
 - (B) Keep the parts of the building that Subtenant occupies or uses as clean and safe as conditions permit.
 - (C) Turn over possession of the Leased Property when the sublease ends.
 - (D) Remove from the premises all trash, garbage, rubbish and other wastes in a manner established by Landlord.
 - (E) Use reasonably all electrical, plumbing, sanitary, heating, ventilation, air conditioning, or other facilities.
 - (F) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Leased Property.
 - (G) Conduct himself/herself/themselves in a manner that will not disturb other people.
 - (H) Not make substantial alterations to the Leased Property.
 - (I) Be responsible for the behavior of Subtenant's friends, invitees, guests or any other people who are on the premises with Subtenant's permission.
 - (J) Promptly notify Tenant and Landlord in writing if maintenance or repairs are needed in or around the Leased Property.
 - (K) Obtain and maintain tenant or renter's insurance to cover:
 - (i) Damage to the property of Subtenant, Subtenant's family and Subtenant's guests; and
 - (ii) Injury to people occurring on or about the Leased Property.
 - (L) Allow the Landlord and Landlord's agents access to the Leased Property at reasonable times provided Landlord gives 24 hours notice of such access (except in the case of emergency) for the purposes of undertaking an inspection, performing repairs or maintenance, or showing the Leased Property to prospective tenants.

14. TENANT'S PROMISES

- (1) Tenant also agrees that he/she will:
 - (A) Pay promptly any utility bills which Tenant is responsible for, so as to ensure uninterrupted service to Subtenant.
 - (B) Be responsible for the behavior of Tenant's friends, invitees, guests or any other people who are on the premises with Tenant's permission.
 - (C) Forward any notices, provided to him/her by the Landlord, to the Subtenant.
 - (D) Not breach the lease between Tenant and Landlord.

15. REMEDIES

- (1) If either Subtenant or Tenant violates this lease, other than those conditions pertaining to the payment of rent, the other party may give written notice of the violation. If the violation is not corrected within 15 days following the giving of the written notice, legal action can be taken to end the lease, commence eviction proceedings, and/or seek damages caused by the violation.
- (2) If Subtenant defaults in the payment of rent, Tenant may give Subtenant 10 days' notice of termination of this agreement. If Subtenant has not paid all monies due, including reasonable late fees assessed, if any, by the end of the 10 days, Tenant may begin eviction proceedings.
- (3) The sublease is terminated if Tenant obtains an eviction judgment against Subtenant.
- (4) The sublease is automatically terminated if the lease between the Tenant and Landlord is terminated.
- (5) If the lease between the Tenant and Landlord is breached without the fault of the Subtenant, then Subtenant may immediately vacate the Leased Property, owe Tenant no further rent and have any funds held as deposit or advance rent repaid within 30 days.
- (6) Tenant does not have the right to throw Subtenant out of the Leased Property (self-help eviction). Tenant may only evict Subtenant by court action.
- (5) Tenant may apply security deposit toward any unmet obligation of Subtenant.
- (6) Tenant and Subtenant each have a duty at all times to mitigate damages.
- (7) If Tenant illegally removes or excludes Subtenant or his/her/their property from the Leased Property, or willfully diminishes services to Subtenant required by this agreement, Subtenant may recover possession, terminate this agreement, recover damages for injuries resulting from such actions, or a combination of these solutions, at Subtenant's option.
- (8) If Tenant or Subtenant does not seek a remedy for the other's violation of the lease, Tenant or Subtenant can still take action if the violation happens again.
- (9) If Subtenant leaves personal property in the Leased Property at the Ending Date, Tenant will hold the property for Subtenant for 10 days before disposing of the property.

16. PROPERTY OF THE TENANT

- (1) The following furniture, appliances, or other items belonging to the Tenant are permitted for use by the Subtenant:

- (2) Subtenant is expected to return the property at the Ending Date in essentially the same condition as they were in at the beginning, taking into account normal wear and tear.
- (3) If the Subtenant or his or her guests are responsible for damages to the Tenant's property, or if the property is not returned, then the Tenant has the right to take compensation for such damages or losses from the security deposit and take any further legal actions necessary.

18. ADDITIONAL AGREEMENTS

- (4) Tenant and Subtenant also agree to the following conditions.

IF THE SPACE BELOW IS NOT FILLED IN ON ALL COPIES OF THIS LEASE, THEN THIS CLAUSE IS VOID AND HAS NO MEANING.

Additional terms and agreements:

19. SIGNATURES

The undersigned agree to be bound legally to this document:

SUBTENANT:

TENANT:

_____	Date	_____	Date
_____	Date	_____	Date

20. APPROVAL OF LANDLORD

The Landlord approves the sublease set out in this agreement.

LANDLORD:

_____ Date