

## Sub Lease Agreement

### 1. Lease Activation

The Substitute Tenant understands and agrees that this housing contract is not binding until:

1) The Owner has received the application from the Substitute Tenant, and 2) The Owner has accepted the "Short Term Substitute Agreement", from originally Contracted Tenant.

### 2. Terms of Lease

Tenant understands that the rental term begins \_\_\_\_\_ and ends \_\_\_\_\_.

### 3. Rent Payment

The monthly rent shall be \$\_\_\_\_\_, due on the **1st** day of each month during the term.

### 4. Penalties

A **\$35 late fee** may be assessed for payments received **five days or more after the due date**. There will be an additional **\$35 service charge** for non-sufficient funds.

### 5. Keys

The Tenant will be provided with one key, which is authorized only for the use of the Tenant and any copies made, likewise, are only for the use of the Tenant. Keys are the property of the Owner and will be returned at the expiration of the lease. Failure to do so will result in a replacement charge of \$15. There will be only 1 garage door remote provided for the house and if not returned, the Tenants will be charged \$50.

### 6. Utilities and Yard Service

The utility bills for gas, electric and water will be divided equally by the number of Tenants renting the house and **each Tenant will pay their portion on a monthly basis**. Gardening service, trash and internet are provided at the Owner's expense.

### 7. Occupancy

Tenant agrees that the use of the rooms and other house facilities are **only for the exclusive use of the Tenants contracting with the Owner for the house**.

### 8. Condition

Tenant agrees to deliver to Owner a written notice of any items which are damaged, not in operable condition or other issues within 72 hours after occupying the premises as an acknowledgment of the condition of the premises. If no notice is given the Owner, then the Tenant has accepted the physical condition of the premises to their satisfaction.

### 9. Maintenance

Tenant shall take reasonable care to maintain clean and sanitary conditions in their room, bathroom and house. Tenant is to keep the bathroom free of mold and prevent damages to the premises by fire or other causes. The Tenant shall keep the premises, fixtures and appliances of the property clean and in good working order at the Tenant's own expense. Upon the termination of this housing contract the Tenant shall return the premises to Owner in as good a condition of cleanliness and repair as at the start of this lease (reasonable wear and tear excepted).

#### **10. Safety Devices**

It is a misdemeanor to tamper with or interfere with carbon monoxide sensors and smoke detectors. Owner warrants that any such safety devices are in proper working condition at the time Tenant moved in. Tenant releases Owner from any and all liability, loss, cost, damage, or expenses arising from or relating to any failure, defect, or deficiency of any safety device. Owner has no obligation to install any safety devices or systems at the premise, except as required by governing law.

#### **11. Access to Premises**

The Tenant shall permit the Owner or agent access to the premises to make any necessary repairs, maintenance or improvements; to supply necessary or agreed-upon services; to show the rental unit to prospective tenants, or to determine the Tenant's compliance with the provisions of this Lease. The Owner shall provide the Tenant with 24-hour's notice of entry, unless otherwise agreed upon between the Owner and the Tenant. In the event of an emergency or time-sensitive repair (example: water/gas leaks) the Owner or agent may enter without prior notice to the Tenants.

#### **12. Subleasing**

Any person who fills a spot for another must submit an application and be approved by the Owner and those remaining in the house. Both Tenants will be held liable for the terms of the lease except the original Tenant is not to reside in the house while their substitute is residing in the house.

#### **13. Termination**

The Owner reserves the right to terminate this housing contract upon 3-day's notice in the event of the Tenant's intentional destruction of property, or nuisance (One must realize that neighbors may have a low tolerance for excess noise associated with social gatherings and music). The Tenant is fully responsible for the conduct of their guest and any damages incurred by them, or unlawful use of the premises.

#### **14. Surrender of Occupancy**

Upon expiration or termination of this Lease, the Tenant shall fully vacate including all Tenant's items and surrender key(s) and possession of the premises in as good and clean order and condition as the premises was at the beginning of the lease term, reasonable wear and tear excepted. Any items left or unclaimed by the Tenant will be considered as abandoned and removed, and if need be, at the Tenant's expense.

#### **15. Restitution for Damages**

The Tenant agrees to pay Owner the needed amount to make full restitution for any loss or damage caused by the Tenant and/or their guests to the property if the security deposit is not sufficient.

#### **16. Liability**

This agreement is made on the express condition that the Owners, are to be free from all liability and claim damages by reason of any injury to any person or persons including residents or guests or property of any kind from any cause or causes whatsoever. Tenant agrees to indemnify and save and hold harmless the owners from any liability, lost cost, attorney's fees, or obligations on account of or arising out of any injury or loss (including theft of Tenant's personal items).

#### **17. Attorney Fees**

Tenant agrees to pay any and all legal costs of court fees incurred to collect unpaid amount due under this lease. The Owner reserves all legal remedies to pursue defaults in rents, including termination of this lease and leasing the premises to another person.

## Rules

18. The Tenants and their guests are to stay off of the roof at all times.
19. No fireworks, loaded firearms, explosive, or flammable materials (such as gasoline & solvents) are permitted in or about the premises and may be immediately confiscated by the owner.
20. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right or interest. Tenant shall not store any inherently dangerous material, or illegal substances.
21. The leased premises is a smoke-free living environment. The Tenant or the Tenant's guests shall not smoke tobacco or marijuana or use water pipes, anywhere in or on the leased premises. Possession and /or use of illegal drugs and the cultivation of marijuana are not permitted.
22. No pets of any kind shall be permitted in or about the premises.
23. Tenant shall not use the garage or enclosed covered patio for cooking or as a bedroom to sleep.
24. Tenant agrees to clean lint filter in dryer and to keep the laundry area free of debris. Owner shall not be liable for any personal injury or property damage arising from or relating to Tenant's use of laundry appliances made available.
25. Tenant shall not alter, add, improve, or paint any portion of the premises.
26. Garage is to be kept orderly so that all Tenants have easy access to their shelves.
27. All vehicles must be registered and in running condition, otherwise they will be removed after 30 days at Tenant's expense. Vehicles are not to be on the grass at any time so as not to damage the grass or sprinklers. Tenants are to protect driveway from any oil leaking from their cars.

### 28. **Tenant Binding Effect**

The Tenant hereby acknowledges that they have read the foregoing lease and hereby assumes and agrees to be responsible for the performance of all the covenant. If Tenant violates any covenant or provision of this lease, the Owner shall have the right to terminate this lease.

**Addendum Provided** (at website seekandfind.info):

*DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT*

*MOLD DISCLOSURE*

*DISCLOSURE OF BEDBUG INFESTATION HISTORY*

*DISCLOSURE OF REGISTERED SEXUAL OFFENDER DATABASE*

*DEMOLISH DISCLOSURE*

*ORDNANCE LOCATION DISCLOSURE*

*RENT CAP AND JUST CAUSE ADDENDUM*