

New York Agreement to Sublease/Sublet a Residential Premises

This agreement, dated _____, 200____, is to sublet real property according to the terms specified below.

The sublessor agrees to sublet, and the subtenant agrees to take the premises described below. Both parties agree to keep, perform, and fulfill the promises, conditions and agreements set forth in this Agreement:

1. **SUBLESSOR:** The sublessor is: _____.

2. **SUBTENANT:** The subtenant is: _____.

3. **OVERTENANT:** the overtenant is: _____.

3. **PREMISES:** The location of the premises is:
_____.

4. **OVERLEASE:** A copy of the Over-Lease is attached as an integral and important part of this Sublease.

5. **TERM:** The term of this sublease is _____, beginning _____, 20____ and ending _____, 20____.

6. **RENT PAYMENTS:** The rent is \$ _____ per month, payable in advance on the _____ day of the month. The rent is payable to _____ at _____ [address].

7. **AGREEMENT TERMINATION:** The sublease agreement will terminate on _____, 20____. There shall be no holding over under the terms of this sublease agreement under any circumstances.

8. **UTILITIES:** All charges for utilities connected with premises which are to be paid by the sublessor under the master lease shall be paid by the subtenant for the term of this sublease.

9. **PROPERTY CONDITION:** Subtenant agrees to surrender and deliver to the sublessor the premises and all furniture and decorations within the premises in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. The subtenant will be liable to the sublessor for any damages occurring to the premises or the contents thereof or to the building which are done by the subtenant or his guests.

10. **DEPOSIT:** Subtenant agrees to pay sublessor a deposit of \$ _____ to cover damages beyond normal wear and tear, unpaid rent, and unpaid utilities. Sublessor agrees that if the premises and contents thereof are returned to him/her in the same condition as when received by the subtenant, reasonable wear and tear thereof excepted, and if there is no unpaid rent or unpaid utility bills owed by the subtenant, he/she will refund to the subtenant \$ _____ at the end of the term, or within _____ days thereafter, or as otherwise required by law. Any reason for retaining a portion of the deposit shall be explained in writing within _____ days to the subtenants.

11. **INVENTORY FORM:** At the time of the taking possession of the premises by the subtenant, the sublessor will provide the subtenant with an inventory form within three (3) days of taking possession.

12. **ORIGINAL LEASE:** The sublease agreement incorporates and is subject to the original lease agreement between the sublessor and his lessor, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The subtenant agrees to assume all of the obligations and responsibilities of the sublessor under the original lease for the duration of the sublease agreement.

13. **OTHER TERMS AND CONDITIONS:**