The SUBLEASE AGREEMENT provided by Students’ Legal Assistance Office is intended to be used as a guide in setting up a workable and legally binding agreement between the SUBLESSOR (current tenant) and the SUBLESSEE (subtenant).

SUBLESSOR = Tenant (original leaseholder)
SUBLESSEE = Subtenant (person taking over the lease)

Both parties should carefully examine the form, and then make any deletions or additions necessary to cover their particular situation (i.e., a requirement that the Sublessee give the Sublessor a rent or damage deposit).

After both the SUBLESSOR and the SUBLESSEE have agreed on the language of the agreement, it is suggested that the agreement be retyped (especially if changes have been made) and signed and dated by all parties.
SUBLEASE AGREEMENT

I, ________________________________, SUBLESSEE, agree to sublet from __________________________________________, located at ________________________________________, in the city of __________________________, Illinois. The term of the agreement shall commence on ___________________, 20__, and terminate on ____________________, 20__.

1. In consideration for my right of occupancy in the above-named premises for the term stated herein, I agree to pay to ________________________________, Sublessor, the sum of $____________ per month. The first payment, which shall be pro-rated, shall be paid on the ______ day of _____________________, 20__, and subsequent payments due hereunder shall be paid on or before the ______ day of each month.

   (NOTE: the following clause is optional)

2. It is understood that this is a(n) _____ furnished __________________ (house, apartment, and trailer) and that the Sublessee named herein ______ shall ______ shall not provide his or her own furnishings.

3. Any damage done or caused by the Sublessee or his/her guests shall be the responsibility of the named Sublessee. Should the Sublessor be charged for any such damage by the Lessor ______________________________________ (landlord’s name), the named Sublessee shall reimburse the Sublessor in full.

4. Should the Sublessee be evicted or otherwise choose to terminate his/her occupancy of the premises described herein prior to the expiration of the terms agreed to herein, said Sublessee shall remain liable for the full amount due under this agreement.
5. Sublessee agrees to read and abide by all additional requirements, terms and conditions of the underlying lease which has been previously entered into between Sublessor and Lessor (landlord), a copy of which shall be provided to the Sublessee.

6. Sublessee also agrees to pay _________ percent (______ %) of any gas, electric, or water bills which cover the period and term agreed to herein. Sublessee shall also pay ______ percent (_____ %) of local charges and taxes on telephone bills, and for all of his/her personal local charges and taxes on telephone bills, and for all of his/her personal long distance charges, incurred during the term of this agreement.

7. Sublessor reserves the right of entry into the premises described herein during the term agreed to in this agreement.

8. Sublessee’s permanent mailing address is:

___________________________________________
___________________________________________
___________________________________________

9. Should Sublessee hold over and not deliver up possession of the premises to the Sublessor on the termination date contained herein, Sublessee shall pay to Sublessor an additional Five Dollars ($5.00) per day in which such possession is wrongly withheld.

WHEREFORE, we set forth our signatures in agreement on the contract as written.

__________________________________  __________________________________
SUBLESSEE                                               SUBLESSOR

__________________________________  __________________________________
DATE                                               DATE