

RESIDENTIAL SUBLEASE AGREEMENT

!!!NOTICE!!!

Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

This Sublease Agreement is made between _____, the "Sublessor," and _____, the "Sublessee," together referred to as the "Parties."

The Parties agree that the Sublessee will lease from the Sublessor a portion of the Sublessor's interest in the premises located at _____, Michigan on the following terms:

1. **Lease Term.** The lease term is for a period of _____, beginning on _____ and ending on _____.

2. **Rent.** Sublessee will pay a total monthly rent of \$ _____. Rent shall be payable on the first day of each month directly to the Sublessor at the following address _____.

3. **Master Lease.** In addition to the terms and conditions of this Sublease Agreement, the Sublessee agrees to be bound by all the terms and conditions of the Master Lease between Sublessor and the Landlord, _____.

A copy of the Master Lease is attached and incorporated into this Sublease Agreement by reference. Other representations not included here or in the Master Lease, are not binding on the Parties

4. **Security Deposit.** Sublessee will pay \$ _____ to Sublessor as a security deposit. At the end of the lease term, only amounts allowed by law may be retained from the security deposit, and the remainder, if any, shall be returned to Sublessee in accordance with Michigan law. The security deposit may not be used as last month's rent.

5. **Inventory Checklist.** At the time Sublessee takes possession of the premises, the Sublessor will provide him or her with an inventory checklist. Sublessee will complete and return the checklist to the Sublessor within 7 days.

6. **Utility Charges.** The Sublessee will pay the following utility charges:

_____ % water
_____ % gas
_____ % electric
_____ % cable

Sublessor has taken any telephone service and internet service out of his/her name. Sublessee will be responsible for any telephone or internet service in sublessee's name.

7. **Condition of the Apartment.** Sublessee acknowledges that he or she has examined the premises and that it is in satisfactory condition. Upon the termination of this Sublease Agreement for any cause whatsoever, Sublessee will restore the premises to its original satisfactory condition, except for reasonable wear and tear. Sublessee is responsible for the repair of any damage resulting from his or her act or neglect of that of their guests.

8. **Holdover.** Sublessee will promptly vacate the premises at the end of the lease term. Holding over is not allowed.

9. **Subleasing and Assignment.** Sublessee may not sublease or assign their interest in the premises to another without Sublessor's written consent.

10. **Parental Consent and Guarantee.** If the Sublessee is under eighteen (18) years of age, his or her legal guardian or parent, by their signature, guarantees and agrees to perform all the terms and conditions of this Sublease Agreement.

11. **This Agreement is Complete and Binding.** All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease Agreement. This Sublease Agreement becomes enforceable when signed by both Parties. Any modification to this Sublease Agreement must be in writing, signed by both Parties.

12. **Other Terms and Conditions**

13. **Landlord's Consent.** This Sublease Agreement is not binding on either Party unless the Landlord gives consent by signing below. The Master Lease requires this approval.

14. **Mediation Agreement.** If a dispute arises out of or relates to this contract, or its breach, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation under the Mediation Rules of the American Arbitration Association before resorting to some other dispute resolution procedure.

The Parties having read, having understood, and having agreed to the above terms, sign their names as follows:

| | | | | | |
|-----------|-------|-----------|-------|----------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| Sublessor | Date | Sublessee | Date | Landlord | Date |

This document was drafted as a community-service project by student residents under the supervision of clinical faculty at the MSU COLLEGE OF LAW RENTAL HOUSING CLINIC 541 E. Grand River Avenue, East Lansing, MI 48823, Phone (517) 336-8088 x20, Fax (517) 336-8089