

NEW YORK SUBLEASE AGREEMENT

The Parties agree as follows:

**Date of this
Sublease:**

**Parties to this
Sublease:**

Overtenant: _____
Address for notices: _____
Email: _____

Subtenant: _____
Address for notices: _____
Email: _____

If there are more than one Overtenant or Subtenant, the words "Overtenant" and "Subtenant" used in this Sublease includes them.

**Information
from Over-Lease:**

Landlord: _____
Address for notices: _____

Term of -Lease: _____

Beginning: _____ Ending: _____

A Copy of the Over-Lease is attached as an important part of the Sublease.

Sublease Term:

1. Beginning: _____ Ending: _____

Premises rented:

2. Address: _____

Use of premises:

3. Residential purposes only _____.

Rent:

4. The total rent for the Sublease Term is \$_____. The monthly rent for the Sublease Term is \$_____. Payments shall be paid in advance on the first day of each month during the Term. The rent charged by the Overtenant to Subtenant may not exceed Overtenant's rent plus a 10% surcharge for a furnished apartment.

**Additional Charges:
(OPTIONAL)**

5. Additional charges for services (e.g., utilities and/or cleaning services) during the Sublease Term equal to monthly payments of \$_____ for services described as _____.

**Security Deposit:
(RECOMMENDED)**

6. The security for the Subtenant's performance is \$_____. Overtenant states that Subtenant has received it. Overtenant shall hold the security in accordance with Section 5 of the Over-Lease.

Agreement to lease and pay rent:

7. Overtenant sublets the premises to the Subtenant for the Term. Overtenant states that it has the authority to do so. The Subtenant agrees to pay the Rent and other charges as required in the Sublease. The Subtenant agrees to do everything required in the Sublease.

Subject to:

8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. The Subtenant has read and initialed the Over-Lease and will not violate it in any way.

Overtenant's duties:

9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, the Subtenant must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.

Consent:

10. The Landlord's consent to the Sublease is required and this consent must be received within 10 days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to the Subtenant.

No Authority:

11. The Subtenant has no authority to contact or make any agreement with the Landlord about the premises of the Over-Lease. The Subtenant may not pay rent or other charges to the Landlord, but only to the Overtenant.

Successors:

12. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or the Subtenant. Examples are an assign, heir, or legal representative such as an executor of your will or administrator of your estate.

Changes:

13. This sublease can be changed only by an agreement in writing signed by the parties of the Sublease.

Cancellation:

14. Notwithstanding any other provision of the Sublease, the Overtenant shall have the right for any reason to terminate the Sublease upon 30 days notice to the Subtenant. Said notice may be served by delivery to the Subtenant by overnight mail or personal delivery to the Subtenant. If the Sublease is terminated pursuant to the provisions of this paragraph, then the Subtenant shall vacate by the date set forth in said Notice (the "Vacate Date") and if the Subtenant fails to vacate by the Vacate Date, then in addition to all other remedies, the Overtenant shall be entitled to recover all legal fees incurred in enforcing these terms, including reasonable attorneys fees and costs. In addition, the Subtenant shall be liable for use and occupancy in the amount of \$250 per day for each day after the Vacate Date until the Overtenant recovers possession of the apartment.

OVERTENANT:

SUBTENANT:

Signature

Date

Signature

Date

Print Name

Print Name