

# SUBLEASE AGREEMENT TEMPLATE

Premises Location: \_\_\_\_\_ Sublease Date: \_\_\_\_\_

## Parties:

Sublessor (Original Tenant): \_\_\_\_\_

Sublessee (New Tenant): \_\_\_\_\_

## Recitals:

WHEREAS, Sublessor is the tenant under a Lease Agreement (the "Master Lease") with the Landlord for the Premises described above; WHEREAS, Sublessor desires to sublease the Premises to Sublessee and Sublessee desires to sublease the Premises from Sublessor pursuant to the terms and conditions set forth herein.

## 1. Premises and Term:

Sublessor hereby subleases to Sublessee, and Sublessee hereby takes from Sublessor, the Premises described above, together with all appurtenances. The term of this Sublease shall commence on \_\_\_\_\_ and shall end on \_\_\_\_\_, unless sooner terminated pursuant to the terms of this Sublease or the Master Lease.

## 2. Rent:

Sublessee shall pay to Sublessor as rent for the Premises the total amount of \$\_\_\_\_\_ payable in monthly installments of \$\_\_\_\_\_ each, due on the first day of each month during the term of this Sublease. All rent payments shall be made to Sublessor at the address specified herein or at such other place as Sublessor may designate in writing.

## 3. Security Deposit:

Upon execution of this Sublease, Sublessee shall pay to Sublessor a security deposit in the amount of \$\_\_\_\_\_. The security deposit shall be held by Sublessor as security for Sublessee's performance of its obligations under this Sublease and may be applied by Sublessor to cure any default or pay for damages caused by Sublessee.

## 4. Use of Premises:

Sublessee shall use the Premises solely for lawful residential/commercial purposes as permitted under the Master Lease and applicable law. Sublessee shall comply with all applicable laws, ordinances, and regulations and shall not use the Premises for any illegal or hazardous activities.

## 5. Compliance with Master Lease:

This Sublease is subject and subordinate to the Master Lease, a copy of which has been provided to Sublessee. Sublessee agrees to comply with all terms and conditions of the Master Lease applicable to the Premises, except as specifically modified herein. Sublessee shall not violate any provision of the Master Lease.

## 6. Utilities and Services:

Unless otherwise agreed in writing, Sublessee shall be responsible for payment of all utilities and services supplied to the Premises during the term of this Sublease.

**7. Maintenance and Repairs:**

Sublessee shall keep the Premises in good order and condition and shall promptly notify Sublessor of any damage or needed repairs. Sublessor shall be responsible for repairs as required under the Master Lease, except for damages caused by Sublessee's negligence or misuse.

**8. Assignment and Subletting:**

Sublessee shall not assign this Sublease or further sublet the Premises without the prior written consent of Sublessor and Landlord as required under the Master Lease.

**9. Defaults and Remedies:**

Any failure by Sublessee to pay rent or to perform any other obligation under this Sublease shall constitute a default. Sublessor shall have all remedies available under the Master Lease and applicable law, including termination of this Sublease and recovery of damages.

**10. Indemnification:**

Sublessee shall indemnify and hold Sublessor and Landlord harmless from any and all claims, damages, liabilities, and expenses arising from Sublessee's use or occupancy of the Premises.

**11. Insurance:**

Sublessee shall obtain and maintain such insurance coverage as required by the Master Lease or reasonably requested by Sublessor to protect Sublessor and Landlord.

**12. Governing Law:**

This Sublease shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles.

**13. Entire Agreement and Amendments:**

This Sublease, together with the Master Lease, constitutes the entire agreement between the parties regarding the Premises. Any amendments or modifications must be in writing and signed by both parties.

**14. Notices:**

All notices under this Sublease shall be in writing and shall be deemed delivered when delivered personally or sent by certified mail, return receipt requested, or nationally recognized overnight courier, to the addresses provided by the parties.

**15. Counterparts and Execution:**

This Sublease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

**SUBLESSOR'S SIGNATURE**

**SUBLESSEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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