

# LANDLORD'S CONSENT TO SUBLET

This Consent to Sublease, hereinafter the "Agreement", is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereinafter the "Effective Date", by and between \_\_\_\_\_, hereinafter the "Landlord", and \_\_\_\_\_, hereinafter the "Tenant", and collectively the "Parties".

This Agreement is in reference to a Residential Lease Agreement signed between the Landlord and Tenant on \_\_\_\_\_, 20\_\_\_\_, hereinafter known as the "Master Lease", for the property located at \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter the "Premises".

**I. SUBLEASE.** The Landlord grants permission for the Tenant to sublease  ALL  PART of the Premises  WITH  WITHOUT the requirement of the Landlord approving the Subtenant for the Sublease Agreement to become in effect. The term "Subtenant" under this Agreement shall mean the individual(s) that will be renting the Premises from the Tenant. The term "Sublease Agreement" shall refer to the document signed between the Tenant and Subtenant.

**II. EXECUTED COPIES.** The Tenant agrees to provide a copy of the Sublease Agreement within \_\_\_\_ business day(s) of its execution date.

**III. SUBLEASE FEE.** The Landlord is granting permission for the Tenant to sublease the Premises for  NO FEE  A FEE OF \$\_\_\_\_\_.

**IV. CONDITIONS.** The Landlord hereby consents to the act of the Tenant subletting the Premises for a  ONE-TIME BASIS  RECURRING BASIS.

**V. TENANT ACKNOWLEDGMENTS.** Under this Agreement, the legal and financial responsibility of the Subtenant, including but not limited to, monthly rent, upkeep, damage, code violations, and any disturbance to other neighbors will be the liability of the Tenant. This Agreement shall hold the Landlord harmless from any injury, damage, or negligence, due to any negligence by the Subtenant.

Landlord reserves the right to pursue all legal remedies available in the event of the Tenant's breach of the Master Lease without regard to the performance or non-performance of the terms of the Sublease Agreement by the Subtenant.

**VI. MONTHLY RENT.** The Parties agree that the rent due each month by the Subtenant shall be  DETERMINED BY THE TENANT  NO MORE THAN THE MONTHLY AMOUNT AS STATED IN THE MASTER LEASE.

**VII. ENTIRE AGREEMENT.** The consent to sublease by the Landlord constitutes the entire Agreement of the Landlord and the Tenant relating to its subject matter and replaces any prior negotiations, representations, agreements, and understandings of the Parties with respect to such matters, oral or written. The Parties acknowledge that they have not relied on any promise, representation or warranty, expressed or implied, not contained in this Agreement.



**VIII. INTERPRETATION AND AMENDMENT.** In interpreting the language of this Agreement, the Landlord and Tenant will be treated as having drafted this Agreement after meaningful negotiations. The language in this Agreement will be construed as to its meaning and not strictly for or against either of the Parties. The Landlord and Tenant may modify this Agreement with written documentation.

**IX. ATTORNEYS' FEES.** If either of the Parties fail to perform any of their obligations under this Agreement or if a dispute arises between the Parties concerning the meaning of any provisions of this Agreement, and an action is filed, the prevailing party in any such action will be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees.

**X. COUNTERPARTS.** This Agreement may be signed in counterparts and all counterparts so executed will constitute once Agreement, binding on all Parties hereto.

**XI. BINDING EFFECT.** This Agreement will be binding on the Landlord, and inure to the benefit of Tenant and its respective heirs, executors, administrators, successors, in interest and assigns.

**XII. GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws in the State of \_\_\_\_\_ with the Parties consenting to the exclusive jurisdiction of the State courts and U.S. federal courts located therein for any dispute arising in regards to this Agreement.

**XIII. SEVERABILITY.** If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted to best effect the intent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year of the signatures dated below.

**Landlord's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

