**SUBLEASE AGREEMENT**

This Sublease Agreement sets out the terms and conditions of a Tenant leasing his/her interest in a premises to a Subtenant. The first part of this Agreement is the Agreement Summary, followed by the Legal Terms.

**Parties**

**INSERT NAME**, 1 INSERT STREET, INSERT SUBURB, New South Wales, 2000 ("**Tenant**")

- and -

**SUBTENANT NAME INSERT**, 1 SUBTENANT STREET, SUBTENANT , New South Wales,2000 ("**Subtenant**")

(the "**Parties** ")

**AGREEMENT SUMMARY**

1. This Sublease Agreement ("**Sublease**") is made effective as of INSERT DATE, by and between INSERT NAME and INSERT SUBTENANT NAME.
2. Tenant has previously entered into a lease agreement with LANDLORD NAME

("**Landlord**") dated INSERT DATE ("**Master Lease**"), of which a copy is attached to exhibit this Sublease.

1. Tenant now desires to sublet the lease property to Subtenant and Subtenant desires to sublet the leased property from the Tenant.
2. The Parties, having read and agreed to the below terms, sign their names as follows.

**LEGAL TERMS**

1. **Premises**

The sublease will be for the Tenant's interest in the premises located at INSERT ADDRESS – 1 RENTAL STREET, RENTAL SUBURB , RENTAL STATE, POSTCODE ("**Premises** ").

1. **Subtenant's interest in the Premises**

Subtenant is one of INSERT HOW MANY TENANTS TOTAL OCCUPYING PREMISES total tenants (the "**Tenants** ") jointly and severally occupying the Premises. Subtenant will not share a bedroom at the Premises. Subtenant may share all of the common spaces

INSERT COMMON SPACES, in the Premises equally with the other Tenants.

1. **Sublease term**

The sublease will be for the term beginning on INSERT DATE, and ending on INSERT DATE

1. **Sublease payments**
	1. Subtenant shall pay to the Tenant sublease payments of ENTER SUBLEASE AMOUNT PAYMENT, payable in advance on the first day of each ENTER FREQUENCY OF PAYMENTS (E.G WEEK, MONTH)
	2. Sublease payments shall made to the Tenant at PAYMENT AND BANK DETAILS OF SUBLEASOR.
2. **Security Deposit**

At the time of signing the sublease, Subtenant shall pay to the Tenant, in trust, a security deposit of ENTER SECURITY DEPOSIT AMOUNT , and be held and disbursed for Subtenant damages to the Premises or other defaults under this Sublease (if any) as provided by law.

1. **Governing law**

This Sublease shall be construed in accordance with the laws of ENTER STATE WHERE TO PROPERTY IS LOCATED

1. **Landlord's consent**

The Master Lease requires the prior written consent of the Landlord to any subletting of the Premises. Such consent has been obtained and is attached.

1. **Incorporation of Master Lease**

This Sublease is subject to all of the terms of the Master Lease with the same force and effect as if each provision of the Master Lease were included in the Sublease, except otherwise provided. All obligations of the Tenant on the Master Lease shall be binding on Subtenant. All obligations of the Landlord under the Master Lease shall inure to the benefit of Subtenant. The relationship between the Tenant and Subtenant shall be governed by the various provisions of the Master Lease if those provisions were include in this Sublease in full, except that the terms "Landlord", "Tenant" and "Lease" as used in the Master Lease, shall instead refer to, respectively, "Tenant", "Subtenant" and "Sublease".

1. **Subleasing and assignment**

Subtenant may not sublease or assign the Premises.

Signed by



Tenant Subtenant



Date

Approved by



Date



Landlord



Date

**RESIDENTIAL SUBLEASE: INSPECTION CHECKLIST**

Subtenant has inspected the Premises and states that the Premises is in satisfactory

condition, free of defects, except as noted below:

|  |  |  |
| --- | --- | --- |
|  | Satisfactory | Comments |
|  |  |  |
| INSERT ROOM TYPE |  |  |
|  |  |  |
| INSERT ROOM TYPE |  |  |
|  |  |  |
| Carpeting |  |  |
|  |  |  |
| Ceilings |  |  |
|  |  |  |
| Cupboards |  |  |
|  |  |  |
| Closets |  |  |
|  |  |  |
| Dishwasher |  |  |
|  |  |  |
| Doors |  |  |
|  |  |  |
| Lights |  |  |
|  |  |  |
| Locks |  |  |
|  |  |  |
| Refrigerator |  |  |
|  |  |  |
| Screens |  |  |
|  |  |  |
| Walls |  |  |
|  |  |  |
| Windows |  |  |
|  |  |  |



Date



Subtenant Acknowledged by Tenant