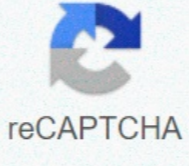




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Sublease agreement chicago template

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An Illinois sublease agreement allows a current tenant to rent out (or sublet) their leased property to another tenant (or "subtenant"). A sublease can cover just one room of a rented property or the entire property. Some instances when a tenant may want to sublease their rental include if they want to move before their lease is up or plan on being out of town for an extended period. Although the subtenant is subject to the same terms and conditions of the original lease agreement, the actual tenant is still responsible for property damage or breaches of the Lease Agreement by the subtenant.

SUBLEASE AGREEMENT

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

2. THE PREMISES. The Sublessor agrees to sublease to the Sublessee a portion of the premises located at _____, Chicago, Illinois, known as _____, together with all fixtures and appurtenances thereto, for the term and on the terms and conditions set forth herein.

3. TERM. The term of this Sublease shall be for a period of _____ months, commencing on _____ and ending on _____.

4. RENT. The Sublessee shall pay to the Sublessor a monthly rent of _____, payable on the _____ day of each month, in advance.

5. SECURITY DEPOSIT. The Sublessee shall pay to the Sublessor a security deposit of _____, which shall be held by the Sublessor as security for the performance of the Sublessee's obligations under this Sublease. The security deposit shall be returned to the Sublessee within _____ days of the termination of this Sublease, less any amounts due to the Sublessor.

6. UTILITIES. The Sublessee shall be responsible for paying all utility charges, including but not limited to electricity, gas, water, and telephone charges, directly to the respective utility companies.

7. MAINTENANCE. The Sublessee shall be responsible for maintaining the premises in good condition and for repairing any damage caused by the Sublessee or the Sublessee's guests.

8. ASSIGNMENT. The Sublessee shall not assign, sublet, or otherwise dispose of the premises under this Sublease without the prior written consent of the Sublessor.

9. ENTIRE AGREEMENT. This Sublease Agreement shall constitute the entire agreement between the parties and shall supersede all other agreements, oral or written, relating to the subject matter hereof.

10. GOVERNING LAW. This Sublease Agreement shall be governed by the laws of the State of Illinois.

11. SIGNATURES. This Sublease Agreement shall be binding upon the parties when signed by the Sublessor and the Sublessee.

12. WITNESSES. This Sublease Agreement shall be witnessed by two disinterested persons.

To save time and ensure everything is filled out correctly, we recommend using our free Illinois sublease agreement builder or reading our steps on how to write an Illinois sublease agreement below. How to Write an Illinois Sublease Agreement List the type of property you're subleasing — Generally, a house, an apartment, or a condo. Even if you're only subleasing part of the rented property, the sublease must list the category the original rented property falls into.

SUBLEASE AGREEMENT

The parties agree as follows:

Parties to this Sublease: Overtenant: _____ Address for notices: _____ You, the Undertenant: _____ Address for notices: _____

Information from Over-Lessor: Landlord: _____ Address for notices: _____ Overtenant: _____ Address for notices: _____ Date of Over-Lessor: _____

Terms: Term: _____ (year) _____ month(s) _____ day(s)

Provision rental: I, _____, hereby rent to you, _____, the premises located at _____, Chicago, Illinois, for the term and on the terms and conditions set forth herein.

Use of premises: 1. The premises may be used for _____ only.

Rent: 2. The monthly rent is \$ _____, payable on the _____ day of each month, in advance.

Security: 3. The security deposit is \$ _____, which shall be held by the Overtenant as security for the performance of the Sublessee's obligations under this Sublease.

Assignment to lease and pay rent: 4. The Sublessee shall be responsible for paying all utility charges, including but not limited to electricity, gas, water, and telephone charges, directly to the respective utility companies.

Subject to: 5. The Sublessor shall be responsible for maintaining the premises in good condition and for repairing any damage caused by the Sublessee or the Sublessee's guests.

Overtenant's duties: 6. The Overtenant shall be responsible for providing the Sublessee with a copy of the original lease agreement and for ensuring that the Sublessee is aware of all terms and conditions of the original lease.

Consent: 7. If the Landlord requires the Sublessee to provide a security deposit, the Sublessee shall provide the same within _____ days of the execution of this Sublease.

Adopting the Over-Lessor's obligations: 8. The provisions of the Over-Lessor's lease shall apply to the Sublessee, except where they conflict with the provisions of this Sublease.

List the names of all current tenants — This should include you and anyone else named in the lease and individuals who reside in the property but are not listed in the lease. List the address of the subleased property — Record the physical address of the sublet along with the relevant floor or apartment number. List the address you'd like rent payments and notices sent — This will be the address of the subleased property if you plan to reside there with the subtenant. However, if you live elsewhere, make sure you note the correct address so you can collect rent payments. List the names of any subtenants — Write down the words of everyone who will be subletting the property. List the name of the landlord included in the original lease, and attach a copy of this lease. Because the subtenant is responsible for following all the terms of the original lease, it's essential to provide a copy (not the original) to make expectations clear to them. List any additional information about what is included and not included in the sublease — If you're subletting an entire property, state it. If you're subletting just part of a property, let the subtenant know what access this provides (one or more bedrooms, the kitchen, laundry room, basement, or storage), along with which furnishings they do or don't have access to. List the beginning and end dates of the sublease term — A sublease can't stretch beyond the end date of the original lease. Besides that rule, the sublease can be whatever length the tenant prefers. List the amount of rent to be paid — This should include the amount of rent owed by the original tenant and the amount owed by the subtenant, along with due dates and any associated late fees. It should be specified if the subtenant is responsible for a portion of utilities (or a contribution toward the total utility bill). List any property restrictions, even those included in the original lease — Although you've already provided the subtenant with a copy of the original lease, you should still highlight your preferred restrictions on pets, smoking, or occupancy limits. Making expectations evident in the sublease is essential to avoid future issues with a subtenant.

CALIFORNIA SUBLEASE AGREEMENT

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

The Parties agree that the Sublessee shall lease from the Sublessor a portion of the Sublessor's interest in the apartment located at _____, California (the "Apartment") on the following terms:

- Lease Term.** The term of the Lease will be for a period of _____, commencing on _____ and ending on _____.
- Rent.** Sublessee will pay a total monthly rent of \$ _____, payable on the _____ day of each month directly to the Sublessor.
- Security Deposit.** Sublessee will pay \$ _____ to Sublessor as a security deposit. Deductions that are allowed by California law may be made from the security deposit and the remainder, if any, shall be returned to Sublessee within _____ days of the termination of Sublessee's tenancy. The security deposit may not be used as last month's rent.
- Termination Notice.** Sublessee will provide Sublessor with thirty days written notice prior to the termination of tenancy stating whether Sublessee wants to renew or renew the Sublease. Sublessor's tenancy will terminate on _____, unless Sublessor and Sublessee sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Sublessee is not responsible for finding a replacement upon the termination of her tenancy.
- Sublessor's Interest in the Apartment.** Sublessor is one of _____ tenants occupying the Apartment (the "Tenant"). Sublessor D will not share a bedroom with _____ Sublessor D may _____ but not share all of the common spaces (e.g., living room, dining room, kitchen, bathroom) equally with the other Tenant.
- Overnight Guests.** The Sublessee D does D does not need to obtain Sublessor's permission prior to the stay of any overnight guest(s).
- Utility and Telephone Charges.** The Sublessee agrees to pay _____% of all utility charges. The Sublessee will pay _____% of the monthly telephone service charges and Sublessee will pay all of those telephone charges for which she is directly and individually responsible.
- Household Chores.** The Tenant will divide all household chores as follows: _____

Page 1 of 2

Illinois Sublease Laws You should check your original lease agreement to see if you can sublet your apartment. It's recommended that a tenant receive written permission from their landlord before subletting in Illinois. Once you've filled out an Illinois sublease agreement, you will be responsible for your subtenant and liable for any violations of the original lease. A sublessor must honor the terms of the sublease agreement (as well as the original lease) and follow all Illinois laws regarding the eviction process, security deposits, and all other landlord-tenant matters. Illinois Landlord-Tenant Laws: 765 ILCS 705/ (Landlord and Tenant Act) In Illinois, a sublessor must: Give a subtenant five days (5) written notice to pay rent or leave Return the security deposit within forty-five days (45) of the end of the sublease Provide the following day's written notice of your intent to not renew the sublease and original lease, depending on how often rent is paid: Seven days (7) for a tenancy where rent is paid weekly Thirty days (30) for a tenancy where rent is paid monthly or quarterly Sixty days (60) for a tenancy where rent is paid yearly Illinois Sublease FAQs Is subletting illegal in Illinois? Illinois doesn't have any laws that specifically allow or prohibit subletting—it all depends on the lease. If a lease doesn't mention subletting or explicitly permits it, the tenant is free to enter a sublease agreement without further permission from their landlord. On the other hand, if the lease states that landlord permission is required (or expressly bans subletting), the tenant will be in breach of their original lease if they enter a sublease agreement without the landlord's consent. What happens if a landlord refuses to approve a sublease agreement? If your lease agreement requires landlord approval to sublease, the landlord cannot withhold this approval "unreasonably." One common reason considered legally acceptable for rejecting a potential subletter is having objective financial concerns about them. For instance, a landlord could reasonably disqualify them from becoming a subtenant if they have poor credit or a foreclosure on their record. The landlord can only reject a subtenant for the same reasons they would reject a regular tenant from renting their property. How can tenants get out of an Illinois sublease agreement? Under Illinois law, a tenant must follow the same process to evict a subtenant that the landlord would need to follow to evict the original tenant. Who is responsible for making rent payments to the landlord? Ultimately, the tenant (and anyone else included in the original lease) is fully responsible for paying the landlord. While the tenant has the right to sue or evict the subtenant if they fail to pay rent as agreed upon in the sublease agreement, if the tenant fails to make the full rent payment to the landlord, it's the tenant who is subject to eviction. The Illinois sublease agreement is a binding contract between the tenant of a rental ("sublessor") and a new tenant ("sublessee"). In exchange for regular, periodic payments, the sublessee uses all (or a portion) of the rental property. The sublessor must have permission from their landlord to sublet the property. Sometimes, when rent is becoming a significant financial burden, some tenants opt to enter into a sublease agreement and take on sublessees. This document, which has legal status in the state of Illinois, effectively obligates the lessee to a sublessee, who will have the same rights and responsibilities as have been afforded by the original landlord's lease. It's important to understand that the new sublease doesn't override anything that was established in the original lease. In many cases, the sublessee is required to pay the lessee the agreed-upon portion of the rent, which is then paid to the owner of the property. In addition, the cost of the utilities can also be paid in the same way. It's critical to understand that this sublease isn't between the sublessee and the landlord; it's considered a legal agreement only between the tenant and his or her subtenant. As a result, it's often considered a slightly unstable arrangement for those subleasing on the property. Despite this, this is a much more flexible arrangement for the sublessee since this individual will be able to terminate the sublease much easier than anyone would be able to with a standard lease. For the original renter, this is also ideal because it can be somewhat freeing when considering the limitations of a semi-long-term lease. For example, the original tenant can opt to move to another location without needing to break the original lease, which can lead to penalties. It's important to note that not every property allows for this type of arrangement, so before drafting a sublease agreement, it's a good idea to converse with the landlord or management company. When a sublease agreement needs to be written, there are a few sections that will be required in the document. These sections that must be covered include: The Names of the Involved Parties Unlike a standard lease, the names of the primarily-involved parties, which will include the sublessor and the sublessee, will have to be placed on the document first. After this information is recorded, the name of the lessor, or landlord, should be included. In addition, the date of the sublease signing should be entered for the sake of record-keeping. When establishing a sublease, it's essential to define precisely the amount of area the sublessee will have access to during his or her habitation. This can be done using percentages, or for those arrangements where the sublessee is to be the only occupant, a checkbox can be added to indicate that the entire rental is available for use by the sublessee. This section will lay out the terms of the sublease agreement, which will include the date that the tenant is going to take over the unit and the date that the lease with the landlord ends. A copy of the original lease should be included with the new agreement so that the new tenant can look over any details that may be essential to them. The sublessee needs to understand how much rent is payable monthly, so it's crucial to include a section precisely defining how much the value of rent is for the sublet area as well as how often rent must be tendered. In most cases, the sublessee will give rent to the tenant, but in some situations, information can be provided that can aid the sublessee in getting payments to the landlord by the due date. It also needs to be clearly stated if the sublessee will be responsible for utilities. Finally, the entirety of the full-term rent that's payable throughout the sublease should be outlined. In addition, the monthly installment amount will need to be provided. The Amount Required for a Security Deposit Most properties include a security deposit to cover any damages that may have occurred on the property. Some landlords require an additional security deposit from sublessees, but this isn't always the case. Some sublessees may want to request a security deposit so that there's some coverage for any damage that might occur on the property. If this is the case, then the document should clearly state which party is holding onto this security deposit.

SUBLEASE

General Information
You may wish to consult your attorney regarding rights and duties under your lease. In general, please note that under a sublease agreement, the Principal Tenant (who signed the original rental agreement) normally remains responsible to the Landlord for all terms and conditions of the lease. For example, if the Subtenant does not pay rent or causes damages, the Principal Tenant remains liable to the Landlord for these damages. For these reasons, it is recommended Principal Tenants require a security deposit from their Subtenant, and have the Subtenant pay the rent to them rather than to the Landlord. The Principal Tenant stands in the relationship to the subtenant as a landlord and has the right to terminate the tenancy of the Subtenant with proper legal notice.

Also note that this form of agreement anticipates that permission to sublet is required by the Landlord or his agent and is valid only if signed by the Landlord.

1. PARTIES

The parties to this Agreement are:
_____ hereinafter called "Landlord,"
_____ hereinafter called "Principal Tenant,"
_____ hereinafter called "Subtenant."

2. PROPERTY

The Principal Tenant hereby sublets, according to the terms of the original rental agreement attached hereto, the following property to the Subtenant:

a) the rental premises at the following address:
Street _____ Apt. # _____
City _____ State _____ Zip _____

b) the following furniture and appliances on said property:

(A more complete description of the premises is recorded on the CONDITION OF RENTAL PROPERTY CHECKLIST hereto attached.)

3. TERM (Choose one)

This Agreement shall commence on _____ Date _____ and remain in effect until _____ Date _____ unless terminated by one of the parties. This Agreement is subject to termination at any time upon thirty (30) days WRITTEN notice from one party to each other party.

OR
This Agreement shall commence on _____ Date _____ and remain in effect until _____ Date _____

4. RENT

The monthly rent for said property shall be \$ _____, due and payable on the _____ day of each month, payable to _____ at the following address _____

Rules for the Unit and the Property It's essential that the sublease agreement reinforces the rules of the original lease agreement. This ensures that the sublessee doesn't inadvertently violate the conditions of the lease. Here are a few to consider: Smoking Policy: Smoking Policy: Some properties don't allow any form of smoking on the premises, and others allow for smoking in designated areas.



SUBLEASE AGREEMENT

Tenant: _____
Address: _____ Number of Bedrooms/Baths: _____
Lease End Date: _____ Current Rent: _____
Phone Number, Day and Evening: _____
Forwarding Address: _____

Chicago Residential Landlord Tenant Ordinance Summary

Municipal Code 5-12-020
The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees. If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rate. If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising.

I agree to vacate my apartment on _____/_____/_____. I understand that this agreement does not relieve me of the responsibility of my lease, including payment of rent, until a new tenant is accepted by the landlord and a new lease is executed.

I agree to show and advertise my apartment on my own. Hunter Properties should refer any interested parties to me at this phone number: _____

I authorize Hunter Properties to show and advertise my apartment. By doing so, I agree to pay the non-refundable \$100.00 fee to cover the costs of advertising.

Hunter Properties has permission to show my apartment with:

Circle One: No Notice 24 Hours Notice 48 Hours Notice

Tenant(s) Signature: _____ Date: _____

_____ Date: _____

.....
Office Use Only

Paid Fee: _____

Subleased To: _____ Date: _____

For this section of the sublease agreement, all of the property's policies on smoking must be followed by the sublessee. Noise Policy: Many Illinois properties have a "quiet time" where loud noises are not permitted. This includes the movement of furniture, social events, and noisy interactions in common areas. Pet Policy: Not every property allows pets, and for those that do, many require a pet fee. If the lessee doesn't have a pet and the sublessee does, then the sublessee may be required to pay this fee so that any animal-related damages are covered. It's also important to note on the agreement any restrictions on the property for pets - not every rental allows every breed or every type of pet. Landlord's Consent On some leases, there is a requirement that states that any prospective sublessees must be first approved by the landlord or management company. In some cases, the sublease agreement may have to be presented to the landlord in order for the sublease to be considered valid. If the landlord's consent is a requirement established by the original lease, then the sublease agreement should state this clearly. Finally, to complete the document, both parties must sign and date the document. This includes also printing the names of both the lessor and the sublessee as well as dating the document after each signature. It should also be indicated that a copy of the original lease will be included with this lease agreement.