

THE MILL

SUBLEASE AGREEMENT 2019-2020

Date of Sublease Agreement: _____ / _____ / _____

Tenant Name: _____ (herein referred to as "SUBLESSOR")

Subtenant Name: _____ (herein referred to as "SUBLESSEE")

Sublet Apartment #: _____ South Ave Sublet Bedroom #: _____

Start Date of Sublease: _____ / _____ / _____ End Date of Sublease: _____ / _____ / _____

Monthly Rental Rate of Sublease: _____ dollars (\$ _____)

Amount of Security Deposit (if applicable): _____ dollars (\$ _____)

By this agreement, the Sub-Lessor subleases to the Sub-Lessee the property specified above located on South Ave in the city of Harrisonburg, Virginia for the term and at the rental rate both indicated above. Said rent is to be paid by Sub-Lessee to Sub-Lessor. Sub-Lessor is responsible for paying the rent on time and directly to The Mill Apartments unless other arrangements are made in writing and agreed upon by all parties.

The Sub-Lessee may at the time of signing this agreement pay a deposit in the amount specified above to the Sub-Lessor that will be held by the Sub-Lessor and be used in the event of non-payment of rent or to remedy any damages caused by the Sub-Lessee at the end of the sub-lease period. If such a deposit is paid to Sub-Lessor, it is to be refunded to Sub-Lessee at the end of the sub-leasing period if all obligations have been met. It is the responsibility of the parties herein to make an inspection of the property at the beginning and end of this agreement to determine responsibility for all damages, if any. Sub-Lessor and Sub-Lessee understand that the condition and cleanliness of the room and apartment at the time Sub-Lessee moves in are the responsibility of the Sub-Lessor.

At the time of execution of this agreement, Sub-Lessor shall provide Sub-Lessee with a copy of the lease Agreement between Olde Mill Village Sub, LLC, trading as The Mill Apartments (Landlord), and Sub-Lessor, as Tenant, and Guarantor, if any. Sub-Lessee agrees to abide by all rules, obligations, conditions, and covenants in said lease and to do nothing which would cause Sub-Lessor to be in default of said Lease. Sub-Lessor understands that it remains his/her obligation to pay rent to The Mill Apartments, as required in the Lease and further understands that the original Lease remains in full force and effect. Sub-Lessor shall provide The Mill Apartments with a copy of this executed agreement and Sub-Lessee's application, and shall receive written approval of same to be in compliance with Paragraph 12 of the Lease. Landlord shall at all times have knowledge of all occupants of said property. **This agreement is between Sublessor and Sublessee only, not The Mill Apartments.**

AUTHORIZATION TO ASSIST WITH LOCK OUT OF SUBTENANT: YES OR NO (Circle One)

TENANT/SUB-LESSOR (PRINT AND SIGN)

DATE

TENANT/SUB-LESSEE (PRINT AND SIGN)

SS# _____

DATE

TENANT/SUB-LESSEE GUARANTOR (PRINT AND SIGN)

SS# _____

DATE

OFFICE USE ONLY: Approval by office is strictly for the registration of the subtenant for informational purposes only. The Mill is in no way entering a contract with subtenant.

Current Occupants Contacted: _____

\$50.00 Sublease Fee Paid: _____

Approved by Office: Y/ N _____

If denied, reason for denial: _____

AGENT FOR LANDLORD

DATE

FAQ's on Subleasing

Below are a few of the frequently asked questions that we hear regarding subleasing. These are meant to only be examples of reference. If you have additional questions, please contact the office.

1. Who is the Sublessor and who is the Sublessee?

The Sublessor is the person who has a lease directly with The Mill. The Sublessee is the person that will be sublease the apartment.

2. How can I Sublease my bedroom?

Yes, with written approval from the office however it is not recommended.

3. What is a Sublease Agreement?

An agreement for the Sublessor to rent their bedroom out to another person. The sublessor will be acting as a landlord to the sublessee.

4. Who is responsible for rent payment?

The Sublessor is ultimately responsible.

5. Is there a fee to sublease?

There is a \$50.00 fee to the office to register your sublease.

6. How do I find someone to sublease my bedroom?

Ask friends, check with JMU's off campus housing, JMU facebook pages, etc. Craigslist is not recommended.

7. I found someone to sublease, what do I do next?

Check with your roommates first to make sure they are comfortable with a subtenant. If you do not know the sublessee, get to know them or ask for references.

8. Should I charge my Sublessee a security deposit?

The sublessor is responsible for any and all damages, charges, etc. as agreed upon in the rental agreement. It is recommended that a deposit be taken to cover any issues.

9. What if there is a balance for damages at the end of my lease by my Sublessee?

The sublessor is responsible for any and all damages, charges, etc. as agreed upon in the rental agreement.

10. If I charged my Sublessor a security deposit, do I return all of it?

You will need to abide by Virginia laws pertaining to deposit refunds. Remember you are becoming a landlord!

11. Do I need permission from my roommates before subleasing?

It is not required to do so but is highly recommended. If there are any issues or tension between the existing roommates and your sublessee, they may be asked to leave.

12. Who pays the rent?

The sublessor is the person responsible for the lease to The Mill.

13. Can the sublessor put in maintenance requests with the office?

No, the sublessor will not have access to the resident portal so therefore must report through sublessor.

14. Can the sublessor make payments directly to The Mill?

Anyone can make payments on the account. The sublessor's name and unit address must be written on all payments to assure they are properly credited.