

# SUBLEASE AGREEMENT

1. **AGREEMENT DATE:** This sublease is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ Tenant(s) and \_\_\_\_\_ Subtenant(s).
2. **DESCRIPTION OF PREMISES AND TERM:** Tenant hereby leases to Subtenant his/her interest in the premises at \_\_\_\_\_ in the city/township (strike one) of \_\_\_\_\_, Michigan for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_ . The Subtenant agrees that the Tenant may leave the following items on the premises: \_\_\_\_\_

**The subtenant is liable for damage or loss of the above described property caused by the subtenants' negligence.**

3. **RENTAL RATE:** For the above rental term, subtenant agrees to pay the rental amount of \$ \_\_\_\_\_ per month to the Tenant/Landlord (strike one), beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, through the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Rent is due on the \_\_\_\_\_ day of each month. The total amount payable for the above rental term is \$ \_\_\_\_\_. The tenant will pay the balance of \$ \_\_\_\_\_ monthly to the landlord.
- a. All parties to this lease incorporate the late fee provisions of the original lease between Landlord and Tenant. Pursuant to the provisions of the original lease, Subtenant agrees to be responsible for late fees incurred on or after the \_\_\_\_\_ day of the month, in the amount of \$ \_\_\_\_\_. All rent payments shall be mailed to: \_\_\_\_\_, as well as received no later than the \_\_\_\_\_ of the month.
- b. If subtenant fails to make any payment required by this agreement, the Subtenant agrees that the Tenant may bring an action for nonpayment or assign this claim to the Landlord without notice to the Subtenant. Subtenant shall be liable for any costs including attorney fees.
4. **PETS:** Subtenant agrees that pets are not allowed on the premises. If pets are to occupy the premises, subtenant will be charged a pet fee in accordance with the terms of the original lease attached and made a part of this Sublease Agreement. The pet fee is \$ \_\_\_\_\_.
5. **SMOKING** is not permitted in the rental unit.
6. **OCCUPANCY LEVEL:** Occupancy shall be no more than allowed by applicable housing codes and shall be limited to the persons who have signed this lease or acquired legal rights of occupancy under it, and at the above rental rate shall be limited to not more than \_\_\_\_\_ person(s).
7. **SECURITY DEPOSIT:** (Choose either paragraph "a" or "b" and cross out the one you do *not* use.)
- a. The Subtenant agrees to pay the Tenant the sum of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which shall reimburse Tenant for an equal portion of the Security Deposit paid by him/her to the Landlord. Tenant assigns his/her interest in said portion of the Security Deposit to Subtenant. Subtenant specifically agrees that recovery of this interest in said Security Deposit shall be made against the Landlord, and further agrees to hold the Tenant harmless of any liability. Requires Landlord's consent. See #12.
- b. The Subtenant agrees to pay the Tenant the sum of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as a Security Deposit. The Tenant shall hold this deposit through the term of the sublease, and return it less amounts withheld as permitted by law.

The Security Deposit shall be deposited at \_\_\_\_\_

and will not be used for any purposes other than those provided for in the Landlord-Tenant Act MCL 554.601 et seq. **See additional Security Deposit information on back.**

8. **UTILITIES:**
- a. The Subtenant is responsible for arranging the following utility services to be in his/her name commencing on the starting day of this sublease: \_\_\_\_\_  
(if none, write "none")
- b. The following utilities will remain in Tenant's name, but Subtenant is responsible for paying the bills in a timely fashion commencing on the starting date of this sublease: \_\_\_\_\_  
(if none, write "none")
9. **JOINT AND SEVERAL OBLIGATION:** If said premises are sublet as a rental unit to more than one subtenant, each subtenant is jointly and severally responsible with the undersigned Subtenant for the total rent agreed to in this sublease. If jointly and severally liable to the Tenant(s), each Subtenant may be held responsible for the total amount of rent due for the dwelling. This means that if any Subtenant fails to pay rent, any one of the other Subtenants may be held liable by the Tenant(s) for the missing and unpaid rent. The defaulting Subtenant, however, may remain liable to the other Subtenant(s) for the unpaid rent.

10. **RIGHTS AND DUTIES BOOKLET: ANN ARBOR CITY ORDINANCE REQUIRES TENANT TO FURNISH TO SUBTENANT PRIOR TO EXECUTING SUBLEASE A COPY OF RIGHTS AND DUTIES OF TENANTS. SUBTENANT'S SIGNATURE HERE ACKNOWLEDGES RECEIPT OF BOOKLET:** \_\_\_\_\_

11. **ORIGINAL LEASE:** Subtenant agrees to abide by the terms of the lease between the Tenant, \_\_\_\_\_ and the Landlord, \_\_\_\_\_, attached hereto and made a part of this Sublease Agreement.

12. **LANDLORD'S CONSENT:** (OPTIONAL CLAUSE-STRIKE OUT IF NOT REQUIRED BY ORIGINAL LEASE OR 7A ABOVE)  
Print Landlord's name: \_\_\_\_\_  
Landlord's signature: \_\_\_\_\_  
is aware of and consents to this sublease agreement. Landlord also agrees to give notice of any nonpayment of rent to both parties within 7 days of nonpayment.

**BE SURE TO READ ALL AGREEMENTS ON REVERSE SIDE BEFORE SIGNING**

13. **IN WITNESS WHEREOF,** the parties to this sublease affix their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TENANT(S):** \_\_\_\_\_ **TENANT(S) PERMANENT ADDRESS, PHONE #, DRIVER'S LICENSE # AND STATE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBTENANT(S):** \_\_\_\_\_ **SUBTENANT(S) PERMANENT ADDRESS, PHONE #, DRIVER'S LICENSE # AND STATE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Leases provided as a service to students by the U of M Beyond the Diag Program.

<http://offcampushousing.umich.edu>

#### **ADDITIONAL SECURITY DEPOSIT INFORMATION:**

As required by Michigan law regarding use of security deposits, the Landlord will make use of inventory checklists at the beginning and ending of occupancy and will provide the Tenant(s) 2 blank copies of a commencement inventory checklist when the Tenant(s) assume possession of the rental unit. The Tenant(s) will note the condition of the unit and its furnishings and return the form to the Landlord within 7 days. The Tenant(s) is/are entitled to receive a copy of the last ending inventory checklist which shows what claims were charged to the last prior Tenant(s).

The Landlord may use the security deposit only for: 1) actual damages that are the result of conduct not reasonable expected in the normal course of habitation of the dwelling; 2) past due rent and rent due for premature termination of this agreement; and 3) utility bills not paid by Tenant(s).

As required by Michigan Law regarding use of security deposits, where there are charges against the security deposit the Landlord will mail an itemized list of the damage charges and other costs to the Tenant(s) within 30 days after the ending occupancy along with a check or money order for the difference between these charges and the total amount of the deposit. The Tenant(s) must respond within 7 days of receipt of this itemized list to secure full rights. If agreement is not reached about the amount claimed, the Landlord must begin court action within 45 days after the ending of occupancy and obtain a money judgment for the disputed amount before retaining any portion of it.

**YOU MUST NOTIFY YOUR LANDLORD\* IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

\*If you have given the Security Deposit to a tenant who is subletting to you, rather than the Landlord, you must give the notice of your forwarding address within 4 days to that tenant.

#### **DISPUTE RESOLUTION**

The parties to this agreement recognize that disputes may arise as a result of their shared experience(s) under the terms of this agreement. The parties further recognize that various dispute resolution options are available to assist them in resolving their disputes, including dialogue, negotiation, conflict coaching, facilitated dialogue, mediation, and, when necessary, legal action. The parties agree to attempt to resolve disputes arising under this agreement at the lowest level possible by first communicating and negotiating with each other directly in good faith and with a spirit of mutual cooperation. If the parties are unable to resolve their disputes in this manner, a third party facilitation can assist the parties in reaching a mutually acceptable resolution of the issue(s) in dispute. To request assistance from a third party facilitator, any party to this lease may contact the University of Michigan Beyond the Diag Off Campus Housing Assistance Program located in the Dean of Students Office. The Beyond the Diag Off Campus Housing Assistance Program provides various dispute resolution services and, when necessary, can connect parties with other appropriate service providers. Although parties are encouraged to utilize the dispute resolution services available through the Beyond the Diag Off Campus Housing Assistance Program before resorting to legal action, they are not required to do so under this provision. Additional dispute resolution services available to University of Michigan students include Student Legal Service and the Office of Student Conflict Resolution. Student Legal Services provides legal assistance and representation for students. The Office of Student Conflict Resolution provides coaching, mediation, arbitration and other services for students experiencing a broad range of conflicts.

#### **STATE OF MICHIGAN TRUTH IN RENTING NOTICE:**

“NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.”

**Some things your landlord writes in the lease or says to you may not be correct representations of your rights.**

**Also, you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.**

**Additionally, some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your landlord says to you is unfair, you may contact your own lawyer, legal aid society, or tenants union lawyer for their opinions.**

**NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVE.**