INFORMATION ON SUBLETTING YOUR HOME

If you sublet your home for any part of the year, you will still be on the Lease, even though you will not be living in the home for that part of the year. It is understood that the original tenant remains ultimately responsible for all terms of the original lease, including payment of rent, damages & cleaning costs that may occur as a result of the sublessee’s tenancy. If you sublet your home for the entire lease period, you will be removed from the lease and all rent payments, damages & cleaning costs will be the sole responsibility of the sublessee during their tenancy.

**Landlord Permission**

Residents may not sublet without permission from Schmates Rentals LLC Property Management ***first***. Please review our Sublet Policies. If you sublet without Schmates Rentals LLC’s permission, we retain the right to evict the sublessees and hold the sublessor (you) liable for remaining rent payments and any damages.

**Sublet Fees**

There is a one-time, non-refundable $300 sublet processing fee per change that needs to be paid to Schmates Rentals LLC by check or money order before any sublet process may begin.

**Sublet Agreements**

The single most important step is using a written sublet agreement. Please review our Sublet Agreement Form. Make sure all terms of the sublet are clearly listed, such as the start and end dates, amount of rent, how rent will be paid, the security deposit payment, and cleaning of the home (before the sublet begins and at the end of the lease term). Also include any special conditions, such as whether or not the home will be furnished.

**Roommate Permission**

If you have roommates, finding an acceptable sublessee may be a concern of your roommates. All parties on the lease must agree to any major changes, including adding new tenants. Make sure that your roommates meet the potential sublessee. Remind your roommates that they are “jointly and severally” liable, so if you do not find a sublessee and do not pay the rent, the landlord may try to evict and/or collect your rent from them. All roommates continuing residency must sign the Authorization & Policy Form.

**Screening Potential Sublessee(s)**

You may want to screen potential sublessee(s) because ultimately you are responsible for any unpaid rent or home damages. ***Schmates Rentals LLC Property Management will process all sublessee(s) applications as we would any other applicants.***

**Security Deposits**

Security Deposits shall remain with the unit until the end of the Original Lease Term. Therefore the sublessee (new resident) shall pay us an $800 security deposit prior to move in both Security Deposits, less any amounts legally withheld will be returned to the Lessee & Sub lessee (new & old resident, split 50/50) within 30 days of the lease end date. Any discrepancies between sub lessor and lessee shall be handled between the two parties.

**Utilities, Cleaning and Carpets**

All utilities are the responsibility of the lessee’s per the terms of the lease agreement. Original resident(s) are responsible for cleaning home, carpet, and walls as needed or requested by sublessee. Sub lessee (new tenant) agrees to take occupancy of the premises “AS IS” which waives painting, general cleaning and carpet cleaning of the home prior to taking occupancy.

**Discrepancies and Damages**

Issues must be discussed and handled between sublessor(s) and sublessee(s) & all lessee’s.

**Maintenance**

Maintenance issues, such as a leaky faucet, needs to be brought to Schmates Rentals LLC’s attention immediately via email.

**Move-Out/In and Keys**

Original resident(s) agrees to coordinate move-out/in dates and the key exchange directly with the sub lessee.

***On occasion sublets do not work out; therefore, you should consider the risks very carefully.***

***\*Please make sure when you are going through the sublease process that everyone is involved in the process. We have found that when everyone is copied on ALL correspondence the process is successful .There should be 100% transparency for all parties.***

SUBLET AUTHORIZATION & POLICY

\_\_ I/We wish to sublease my residence. Please list my home and contact information on your availability listing and direct prospective sublessees to me. I will advertise and search for a sublessee at my discretion.

\_\_I/We wish to sublease my residence and have located a prospective sublessee. I will have them submit an application(s).

\_\_I/We wish to sublease my residence at would like to request that Schmates Rentals LLC help me find a new prospective sublessee for additional fees determined by the landlord. Free service is available on the website (www.schmatesrentals.com).

**Sublet Terms and Conditions:**

 Resident(s) Interested in Subleasing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Resident Campus Address: \_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 The residence will be available for sublet by this date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_

 My original Lease dates are \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_.

 I wish to sublet (check one):  1 Bedroom  \_\_\_ Bedrooms  Entire Residence

 The rent is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per semester per person.

 The new tenant (sublessee) will be responsible for $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per semester. Any difference in rent must be paid in advance by the current resident.

 If a prospective tenant or management wishes to contact me, I can be reached at the following:

Sub lessee’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Mailing Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_Zip\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schmates Rentals LLC Subletting Polices:**

Any resident wishing to sublet their home agrees to comply with the following:

o The Sublet Authorization & Policy Form must be completed and signed by all current residents.

o It is understood that the original tenant remains ultimately responsible for all terms of the original lease, including payment of rent, damages & cleaning costs that may occur as a result of the sublessee’s tenancy.

o Original resident(s) are responsible for cleaning home, carpet, and walls as needed or requested by sublessee. Any additional maintenance work will need to be brought to our attention immediately.

o Resident must pay, in full, any balance due on the account prior to the sublet lease signing.

o All prospective sublessees must complete and submit rental applications, and be approved by the landlord.

o Resident will set the rent; if different from original lease, the difference must be paid in advance.

o Resident agrees to coordinate move-in/out dates and the key exchange directly with the sublessee (new resident).

o Security Deposit paid by the original residents (sublessor) will continue to be held by the landlord until the end of the lease term. Sublessee (new tenant) shall pay agreed upon security deposit to Schmates Rentals LLC. The Security Deposit, less any amounts legally withheld will be returned to the lessee & sublessee within 30 days of the lease end date or move out date.

o Sublessor(s) agree to pay the one-time, non-refundable $300 sublet processing fee to Schmates Rentals LLC .

SUBLET AUTHORIZATION & POLICY CONTINUED

**I/We have read the above Terms and Conditions as well as the Sublet Policies, understand them, and agree to them:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Sub lessor Name Sub lessor Signature Date

**Roommates continuing residency have read & understand the Sublet Polices & agree to this arrangement:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident Name Resident Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident Name Resident Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident Name Resident Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schmates Rentals LLC Property Management Signature/Authorization Date**

**Sublet Fee Payment:**

**$300.00** Check or $ Order made payable to **Schmates Rentals** is due before any sublet applications will be processed.

$800 Security Deposit is also due for the new tenant.

 Paid Check # \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBLET AGREEMENT**

The following Sub-let Agreement is mutually agreed between the **sublessor and sublessee**.

Sublessor (Original Resident) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sublessee (New Resident) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All the rights and duties described below shall be transferred to sublessee for the term of the sublet agreement specified below. The sublessee acknowledges and agrees to be bound by the terms of the original lease consistent with this sublet agreement.

**Description of Lease and Premises**

Address of Rental Home:

Original Lease Dates \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_

New resident will be moving in: \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_

**Provisions of Sublet Agreement**

**A.** New resident shall pay $\_\_\_\_\_\_\_\_\_\_\_\_ per semester. Checks are to be made payable to: Schmates Home Rentals, LLC

Mail checks to: ***Schmates Rentals LLC***

**B. Security Deposits** shall remain with the home until the end of the Original Lease Term. Therefore the sublessee (new resident) shall pay an agreed upon security deposit to Schmates Rentals. The Security Deposit, less any amounts legally withheld will be returned to the original lessee & sublessee (new resident) 50/50 within 30 days of the original lease end date.

**C. Other Special Conditions:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**D. Sublessee (new tenant) agrees to take occupancy of the premises “AS IS” which waives any painting, general cleaning and carpet cleaning**. Any additional maintenance work should be brought to our attention immediately.

We have completed, read and understand the above Sub-let Agreement:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Sub lessor Signature Date**