

ITHACA RENTING COMPANY
118 Prospect St., Suite 200, Ithaca, NY 14850
607-273-9462 · downtown@ithacarenting.com

Term of Sublet:
SUMMER (Year) _____
FALL (Year) _____
SPRING (Year) _____

For the Lease at:
ADDRESS _____
APT # _____ **ROOM #** _____ **Ithaca, NY 14850**

Sublet Dates:
START DATE _____, **20** _____
END DATE _____, **20** _____

SUBLEASE AGREEMENT This Sublet is made pursuant to the following terms and conditions:
(This is a binding contract. Read all parts before signing.)

The Original Tenant named below sublets their interest in the following described Lease to the Subtenant named for the period stated as "Sublet Dates". All Tenants named on the Original Lease must agree to any Sublease. This Sublease is subject to approval from the Landlord. Original Tenant is responsible for providing a copy of their Original Lease to the Subtenant.

PARTIES, PREMISES, TERM:

Landlord: The Landlord's Agent is Ithaca Renting Company, with offices at 118 Prospect Street, Suite 200, Ithaca, NY 14850. Contact: downtown@ithacarenting.com // 607-273-9462 // www.ithacarenting.com

Original Tenant Full Legal Name: _____
Email: _____ Cell Phone: _____

Subtenant Full Legal Name: _____
Email: _____ Cell Phone: _____

Reason for Sublet:

- Summer Sublet Away/Abroad in: _____
 Other, explain: _____

Note: All Subtenants **MUST** submit a free online application via <https://irc.twa.rentmanager.com/applynow>. Subtenant is required to provide a copy of photo ID/Passport and a fully completed Resident Information Form. High school students are not allowed.

Premises/Address: _____ **Apartment #** _____ **Room #** _____

If this Sublet is for a Studio or 1-bedroom apartment, it is for single occupancy only. No exceptions. For 2-bedroom or larger apartments, the Sublet is for one occupant in the room designated above **ONLY**. The Subtenant does not have permission to enter or use any bedroom other than the one named above.

Sublease Term/Dates:

Start Date - 12:00pm on _____ End Date - 10:00am on _____

The term of the Sublet shall be only for the dates specified. Entry into the apartment earlier than start of the Lease is not allowed. Extensions are not allowed. Refer to the Lease for start and end dates.

For the term of this Sublet, the Tenant relinquishes all rights to occupy the apartment. No access will be given, or keys will be issued to the Tenant, without the written permission of the Subtenant.

Only one Sublet request per academic term is allowed. Minimum Sublet length is six weeks. AirBnB, VRBBRO or any other short-term housing is not permitted. Graduation Weekend sublets are not permitted.

RENT AND PAYMENTS: The Original Tenant shall remain liable for all obligations to the Landlord under the Lease during the entire term of the Sublet, including payment of all rent and other payment obligations under the Lease and liability for any damages to the apartment, *even if caused by the Subtenant.*

Unless otherwise specified, all Sublet rent payments are made directly from the Subtenant to the Landlord, following the monthly payment schedule in the Original Lease. All payments to Landlord should be paid by check, or through the Tenant Portal by direct debit (ACH) or by credit/debit card.

The **TOTAL RENT** owed by the Subtenant for the **ENTIRE SUBLET PERIOD** is \$_____.

PAYMENT STRUCTURE: (*choose ONE*)

Standard Payment Plan: \$_____ paid to the Landlord on the first day of each month, starting on _____, 20____ and ending on _____, 20_____.

Alternate Payment Plan, detailed as follows: _____

The Original Tenant may require the Subtenant to submit other payments, such as compensation for internet costs. These should be included in the Additional Terms section on Page 4 of this form.

Guarantee of Payment:

As a condition to the Landlord's agreeing to approve any Sublease, either the Subtenant must provide rental history and proof of income, OR the Subtenant's parent or guardian must sign this Sublease Agreement as a guarantor of timely payment of rent and any damages caused by the Subtenant.

SECURITY DEPOSIT:

Subtenant agrees to pay a Security Deposit directly to the Original Tenant before the start of the Sublease in the amount of \$1000 \$750 \$500 Other amount \$_____.

Security Deposit due date: _____.

This Security Deposit may be used to cover the costs of damages or rent, as specified in the Landlord's Rules for Tenants addendum to the Original Lease.

The Tenant agrees to refund this Security Deposit directly to the Subtenant within 14 days of the end of the Sublet if the apartment is left clean and well maintained with no damages, all keys returned, and all rent paid. The Tenant and Subtenant should inspect the apartment at the start of the Sublet and submit an inspection form to Ithaca Renting Company within five days of the Subtenant's move-in. If there are deductions from the Original Tenant's Security Deposit due to damage to the apartment, the Tenant shall provide written notification of the items of damage to the Subtenant.

CLEANING: Tenant is responsible for providing the apartment to the Subtenant in a clean and well-maintained condition. Subtenant is required to return the apartment to the Tenant in a clean and well-maintained condition at the end of the Sublease. You should hire independent cleaners in advance if you are unable to clean the apartment. Contact the Rental Office for recommendations.

For Sublease terms that end at the same time the Original Lease period ends, Subtenant is responsible to follow all move-out directions available from the Landlord, including cleaning the apartment, and removal of all personal possessions that remain in the apartment, even if left by the Original Tenant. Items left in the apartment at the end of the Lease will be considered abandoned and will be subject to removal. Removal and cleaning fees will be charged against the Security Deposit held by the Landlord.

PARKING: Parking may be sublet via separate agreement. Contact the Rental Office for details.

UTILITIES: Heat, hot/cold water, gas (if applicable), trash fees, and basic maintenance are included in rent. Parking is not included in rent. Internet and electricity vary by building.

ELECTRICITY:

Commons Studios, Colonial Building, and Whiton Hall:

Electricity is included in rent.

All Other Buildings:

Fall/Spring Semester Sublets: Studio Apartments- Subtenant is required to complete a NYSEG Electric Service Request form and pay Electric service for apartment directly to the utility provider.

Group Leases- Subtenant is required to pay for Electric service to a designated Tenant.

Summer Sublets: The Electric service will remain in the Original Tenant's name for billing. Subtenant agrees to pay the Tenant back directly for the cost of electricity. Utility fees may be subtracted from the Sublease Security Deposit held by the Original Tenant.

INTERNET:

Subtenant should provide their own Internet and router, unless explicitly stated below.

Internet is included in the Sublease Rent. The Tenant has pre-paid for Internet service to apartment, or Internet service is included in the original rent. Any fee required for Internet should be included in the Total Sublease Rent as stated above. Subtenant should provide their own router.

Internet is not included in the Sublease Rent. The Tenant has not pre-paid for any Internet service, and Subtenant should make their own arrangements for Internet services and provide their own router.

Miscellaneous Provisions:

FURNITURE: Refer to the Original Lease for a listing of furniture provided by the Landlord for the apartment. Additional items, removal, or exchange of furniture will be not provided by the Landlord. Do not ask to have furniture items added or removed.

Pets are not allowed in the apartment, even for a brief visit.

Smoking or vaping tobacco, marijuana, etc., inside any building is not permitted.

KEYS: Tenant and Subtenant are expected to exchange keys on their own. Extra keys are not issued to Subtenants. **Do not** send keys by regular mail. Only send keys using a shipping service with a tracking number. Late, lost or unreturned keys will incur charges as specified in the lease, starting from \$150.

Exceptions to Key Policy: 1) If the Subtenant is the first person to move into a new apartment, keys may be picked up at the Rental Office during regular office hours only. Late arrivals are not accommodated. Emergency lock out services are not available for Sublet key issuance. 2) If the Subtenant will be the last person to leave the apartment, return the keys directly to the Rental Office at 118 Prospect Street. Do not leave keys in the apartment. Lost or unreturned keys are subject to lock change fees.

Integrated Contract and Modification:

The Original Lease between the Tenant and Landlord is incorporated into this Sublease by reference, as if all their content were written down in this document. A Sublet which does not comply with the Lease or Sublet

requirements may be grounds for eviction of the Subtenant or the Tenant. All Lease rules apply to the Subtenant.

It is the responsibility of the Tenant to fully complete this request form, including securing signatures of all the other Tenants of the apartment if required. If there is more than one Tenant on the Lease, then the written consent of all the Tenants in the apartment is required. The Landlord is not responsible for obtaining these consents.

This request form, containing the original signatures of the Tenant, the prospective Subtenant and all other Tenants, must be delivered to Ithaca Renting Company in person, by mail, or by electronic copy before the start of the sublet.

If the Tenant and Subtenant agree, they may request the Landlord to cancel the Sublet and this Agreement. The Tenant and Subtenant must make this request in writing to Ithaca Renting Company. The Tenant and Subtenant agree that the Landlord assumes no liability to either the Subtenant or the Tenant in the event that such a request is accepted.

The Subtenant acknowledges that they have read and agrees to comply with all terms, conditions, rules and regulations concerning tenant conduct, operation of the apartment and administration of the Lease set forth in the apartment Lease and in the Booklet entitled "Ithaca Renting Company: Landlord's Rules for Tenants."

Subtenant does not have the privilege to re-sublet the apartment. Only the Original Tenant may sublet the apartment.

Additional Terms: _____

SUBLEASE FEE: A processing fee of **\$20** will be charged to the Original Tenant for any Sublease request submitted for approval. This payment is due upon the approval of any Sublease Agreement.

FORWARDING ADDRESS: For Spring and Summer sublets, the Original Tenant must complete a Security Deposit Return Address form and submit that to the Rental Office.

We have read, understand and agree to follow the above terms and conditions.

Tenant

Date

Subtenant

Date

Subtenant Parent/Guardian (if required)

Date

CONSENT OF TENANTS

If there is more than one Tenant on the Lease, then written consent to the Lease Sublet by all other Tenants in the apartment is required. These consents must be submitted to the Landlord.

I agree and give my consent to the above Sublet:

Print Name: _____ Date: _____

Signature: _____

Print Name: _____ Date: _____

Signature: _____

Print Name: _____ Date: _____

Signature: _____

Print Name: _____ Date: _____

Signature: _____

Print Name: _____ Date: _____

Signature: _____

LANDLORD’S APPROVAL:

If the Landlord approves the Sublet, the Sublet shall become effective.

The Landlord’s written approval of the Sublet is required. Ithaca Renting Company reserves the right to refuse to approve a Sublet request for any reasonable cause. Permission to Sublet will not be unreasonably withheld by the Landlord. The Landlord may ask the Tenant/Subtenant for additional information before making a decision to approve or not approve a Sublet Request Form. Approval or refusal to Sublet shall be granted within 10 days of the submission of all relevant forms and applications.

Sublet is approved:

_____ Agent, Ithaca Renting Company _____ Date

Upon approval of this Sublease Agreement, a copy of this signed agreement will be sent by email to the Tenant, Subtenant, Subtenant’s parent/guardian and any other Tenants named on the Original Lease.

For Office Use: File to: **24-25 lease** **25-26 lease** **other lease**

Approved with the following changes: _____

- ID received* *Tenant signature/info complete*
- Res Info Form received* *Subtenant signature/info complete*
- NYSEG form received* *Subtenant Parent signature complete*
- NYSEG form not needed* *Start/End Dates verified as correct*

- Scanned/emailed to Tenant/Subtenant/Parent/Roommates*
- Uploaded/created to RM*
- Entered in FM*