

ITHACA RENTING COMPANY SUBLEASE AGREEMENT

(This is a binding contract. Read all parts before signing.)

This Sublet is made pursuant to the following terms and conditions:

The Original Tenant named below sublets his/her/their interest in the following described Lease to the Subtenant named for the period stated below as "Sublet Term". 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 119 Dryden Road, Ithaca, NY 14850. 607-272-3000 www.ithacarenting.com collegetown@ithacarenting.com

Original Tenant Full Legal Name: _____

Subtenant Full Legal Name: _____

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

For Studio or 1 Bedroom units, the apartment is for single occupancy only. There are 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:

Sublease Start Date 12:00 pm on _____

Sublease End Date 10:00 am on _____

Terms Included: ☐ Summer ☐ Fall ☐ Spring

The term of the Sublet shall be only for the dates specified. There is no provision for any extension or early entry.
For the term of this Sublet, the Original Tenant relinquishes all rights to occupy the apartment.
No access will be given, or keys issued to the Original Tenant, without the written permission of the Subtenant.

Entry into the apartment earlier than start of the original lease is not allowed.
Extensions past the end date of the original lease are not allowed. Refer to the original Lease for dates.
One Sublet request per academic term is allowed. Minimum Sublet length is one semester or full summer term.
Short term Sublets are not permitted. AirBnB, VBRO or any other short-term housing is not permitted.
Graduation Weekend sublets are not permitted.

All Subtenants MUST be Cornell Students.

Subtenant is required to provide a copy of photo ID/Passport and a fully completed Resident Information Form.

High school students are not allowed.

Additional Tenant and Subtenant information also listed on Schedule A.

Sublease Rent:

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

Sublease Rent: The Total Rent for the *entire sublet* is \$_____.

Sublease Fee: A processing fee of \$20 is due from the Original Tenant for any Sublease request submitted for approval. This is due with the submission of any Sublease Agreement.

Sublease Rent payment terms are as follows:

Sublease Rent Payment Terms

☐ **Summer Term Sublet:** the entire amount is due and payable to the Original Tenant **before** the start of the Sublease. *Payments due after the start of a Summer Term sublease are not permitted.*

Rent Due Date: _____ (must be before start of sublet).

Rent Payable to ☐ TENANT or to ☐ (name) _____

Tenant's Preferred Payment Method: ☐ Check ☐ Venmo ☐ PayPal ☐ Other _____

☐ **Fall/Spring Semester (or longer) Sublet:** Payments may be made to the Landlord or to the Original Tenant, following the standard quarterly payment schedule in the Original Lease, *or* directly to the Tenant. Payments to Landlord should be paid through the Tenant Portal.

Payments to Tenant should use Preferred Payment Method: ☐ Check ☐ Venmo ☐ PayPal ☐ Other _____

<i>Amount due</i>		<i>Date Due</i>		<i>Tenant Name, or Landlord</i>
\$ _____	due no later than	_____	payable to	_____
\$ _____	due no later than	_____	payable to	_____
\$ _____	due no later than	_____	payable to	_____

Guarantee of Payment:

As a condition to the Landlord's agreeing to approve any Sublease, 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.

Damage Deposit:

Subtenant agrees to pay a Damage Deposit directly to the Tenant before the start of the Sublease in the amount of

☐ \$1000 ☐ \$750 ☐ \$500 ☐ Other amount \$ _____.

Damage Deposit due date: _____.

This Damage Deposit may be used to cover the costs of damages to the apartment as specified in the Landlord's Rules for Tenants section of the Original Lease.

The Tenant agrees to refund this damage deposit directly to the Subtenant within 30 days of the end of the Sublet if the apartment is left clean and well maintained with no damages and all keys returned. 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 Tenant's damage 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.

ORIGINAL LEASE END: 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 Original Tenant. Items left in the apartment at the end of the Lease Term will be considered abandoned and will be subject to removal and removal/cleaning fees will be charged against the Damage Deposit held by the Landlord. See *Key Rules* for additional information.

Utilities:

Utility/Other Expenses Included in Rent: Heat, Water, Gas, and Basic Maintenance are included in the Rent. Trash Fees are included in the Rent for all locations except 418, 426 Eddy Street, 213 Williams Street.

Utility/Other Expenses NOT included in Rent: Parking, Telephone, TV, Internet, Electricity (*see below*).

PARKING is not included or provided for any period of the sublet.

ELECTRICITY:

☐ **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 Damage Deposit held by the Original Tenant.

☐ **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.

INTERNET: (choose one option)

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. 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. 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 Removal, exchange or additional items of furniture will be not provided by the Landlord.

Do not ask to have furniture items added or removed.

Refer to the Apartment Furniture List for a listing of furniture provided by the Landlord for the apartment.

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

Smoking or vaping inside any building is not permitted.

KEY RULES: You are expected to transfer the original keys on your own. Extra keys are not issued to Subtenants.

Do not send keys by regular mail. You may only send keys using a shipping service with a tracking number.

Late, lost or not returned keys will incur charges as specified in the lease, starting from \$150.

KEY PICK UP/RETURN: Tenant and Subtenant are expected to exchange keys on their own.

EXCEPTION FOR NEW/JUNE LEASES For new leases, where 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 not accommodated.

EXCEPTION FOR AUGUST/SUMMER ENDING LEASES: Return the keys directly to the Rental Office at 119 Dryden Road. Do not leave in apartment. Lost or not returned keys are subject to lock change fees.

KEYS LEFT AT OFFICE: Keys held at the Rental Office for a Subtenant will only be issued when the office is open.

There are no emergency lock out services available for Sublet key issues.

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.

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 there is more than one Tenant on the Lease, then the written consents of all the Tenants in the apartment is required.

The Landlord is not responsible for obtaining these consents.

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 the request is accepted.

The Subtenant acknowledges that he/she has 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 ad 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: _____

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

Tenant **SIGNATURE** Date

Subtenant **SIGNATURE** Date

**** WRITTEN OR DRAWN SIGNATURES ONLY!****
TYPED SIGNATURES ARE NOT ACCEPTED

Subtenant Parent/Guardian Date
SIGNATURE

Schedule A

Tenant Name: _____
Permanent Home Address:
Street: _____
City: _____ State: _____ Zip: _____
Cell Phone: (____) _____
E-mail: _____@cornell.edu
Alternate E-mail: _____

Reason for Sublet:

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

Subtenant Name: _____
Permanent Home Address:
Street: _____
City: _____ State: _____ Zip: _____
Cell Phone: (____) _____
E-mail: _____@cornell.edu
Alternate E-mail: _____
☐ Undergrad or ☐ Grad ☐ Male or ☐ Female
Class Year: _____ Major: _____

Parent/Guardian Contact Information:

Name: _____
Relationship to You: _____
Email: _____
Phone: (____) _____

This Section for group apartments only (2 Bedroom or larger)

CONSENT OF TENANTS

If there is more than one Tenant on the Lease, then the written consents 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: _____ Signature: _____ Date: _____
Print Name: _____ Signature: _____ Date: _____
Print Name: _____ Signature: _____ Date: _____
Print Name: _____ Signature: _____ Date: _____
Print Name: _____ Signature: _____ Date: _____

**** WRITTEN OR DRAWN SIGNATURES ONLY!** TYPED SIGNATURES ARE NOT ACCEPTED**

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 deciding to approve or not approve a Sublet Request Form. Approval or refusal to Sublet shall be granted within 10 days of the submission of this form.

Sublet is approved:

_____ Agent, Ithaca Renting Company _____ Date

Upon approval of this Sublease Agreement, a copy of this signed agreement will be sent by e-mail to the Tenant, Subtenant, Subtenant's parent/guardian and any other Tenants named on the original lease.

For Office Use: File to ☐ 25-26 lease ☐ 26-27 lease ☐ other lease

- ☐ Approved with the following changes: _____ ☐
☐ Sublet fee paid
☐ ID received
☐ Info Form received
☐ NYSEG form received
☐ NYSEG form not needed
☐ Tenant signature/info complete
☐ Subtenant signature/info complete
☐ Subtenant Parent signature/info complete
☐ Start/End Dates verified as correct
☐ Uploaded/created to RM
☐ Entered in FM
☐ Scanned/emailed to Tenant/Sub/Parent/Roommates

SUBLET RESIDENT INFORMATION FORM

Address:

Apt. #

This information is for the sole use of the Renting Office and will not be given out to any other party.

IDENTIFICATION Full Legal Name: _____ Preferred/Nickname: _____

For Identification Purposes only: Date of Birth: mm/dd/yy _____ / _____ / _____

☐ Female ☐ Male ☐ Self-describe _____ Preferred Pronouns: _____

HOW DID YOU CHOOSE THIS APARTMENT?

How did you first find us? _____

What search terms did you use to look for housing? _____

What apt. features do you like best? _____

Did you find our web site and YouTube videos easy to use? How could we improve these to make it easier to navigate? _____

COLLEGE and PERSONAL INFORMATION ☐ Cornell ☐ Other: _____

☐ Undergraduate ☐ Graduate ☐ Other, please explain: _____

When is your anticipated Graduation Date?

☐ 2025 ☐ 2026 ☐ 2027 ☐ 2028 or later ☐ Other, please explain: _____

Major: _____ School: ☐ AAP ☐ A&S ☐ CALS ☐ ENG ☐ HA ☐ HE ☐ ILR ☐ JGSM ☐ LAW

Campus affiliations ☐ Greek: _____ ☐ Athletic Teams: _____

☐ Clubs/Groups _____

Permanent Home Address:

Street _____

City/State/Zip _____

Country (if not USA) _____

Cell Phone Number _____

Cornell e-mail: _____@cornell.edu Alternate e-mail: _____

Where do you live now?

☐ Cornell Dorm or Local Address: _____

☐ Permanent Home Address

☐ Other: _____

EMERGENCY CONTACT/ LEASE GUARANTOR INFORMATION (A Guarantor is required for all students)

Preferred Parent Contact: ☐ Both ☐ Father ☐ Mother ☐ Other _____

FATHER ☐ Mr. ☐ Dr. ☐ Other _____

Name: _____

E-mail address: _____

Cell phone _____

Alternate phone _____

MOTHER ☐ Ms. ☐ Mrs. ☐ Dr. ☐ Other: _____

Name: _____

E-mail address: _____

Cell phone _____

Alternate phone _____

Address: ☐ Same as Home. OR _____

City/State/Zip _____

Country (if not USA) _____

Employer/Occupation: _____

Address: ☐ Same as Home. OR _____

City/State/Zip _____

Country (if not USA) _____

Employer/Occupation: _____

☐ I understand that smoking is not permitted in the apartment or building and that fines will apply for smoking violations. Initials here: _____

☐ I Understand I must submit a Government issued Photo ID (Driver License or State ID Card, Passport)

I certify the above information is correct, as this **completed** form and ID copy are required by Article 1.1 of the lease.

Signature: _____ Date: _____