

Here is a template, totally free of charge!

However, **we don't recommend using it.**

Like all free templates on the internet, it hasn't been adapted to your specific needs.

Visit our website to easily create a [fully personalized document](#) for a low one-time fee.

Our lawyers work hard to keep everything updated and accurate.

You get all of the benefits of a lawyer at a fraction of the cost.

## **SUBLEASE AGREEMENT**

*State of Alabama*

### **BACKGROUND:**

A. This Sublease Agreement (the "Sublease") is made effective as of the date set forth at the end of this document, by and between the following original tenant (the "Tenant"):

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

and the following subtenant (the "Subtenant"):

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

B. Tenant previously entered into a Lease agreement (the "Master Lease") with \_\_\_\_\_ (the "Landlord"), dated \_\_\_\_\_, a copy of which is attached to this Sublease Agreement as an exhibit.

C. The Tenant wishes to now sublet the leased property to the Subtenant and the Subtenant wishes to sublet the leased property from the Tenant.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

### **I. PREMISES.**

1. Tenant, in consideration of the sublease payments described in this Agreement, sublets to Subtenant a property which is described as follows:

\_\_\_\_\_

The premises is located at the following address:

\_\_\_\_\_

## II. TERM AND POSSESSION.

2. The term of this Sublease will begin on \_\_\_\_\_ at 12:01 A.M. and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Master Lease.

3. Subtenant's tenancy will terminate on \_\_\_\_\_ at 11:59 P.M., unless Landlord and Subtenant agree to sign another written agreement prior to the end of the tenancy providing for an additional tenancy term.

4. Subtenant is not responsible for finding a replacement upon the termination of his or her tenancy.

5. Subtenant shall be entitled to possession on the first day of the term of this Sublease, and shall yield possession on the last day of the term of this Sublease, unless otherwise agreed by both parties in writing.

## III. SUBLEASE PAYMENTS.

6. Subtenant shall pay to Tenant sublease payments of \$2 (two US dollars) each month.

7. The rent shall be payable in advance on the of each month. No holidays, special events, or weekends shall excuse Subtenant's obligation to pay timely Rent.

8. Subtenant may be required to pay prorated rent from the beginning of this Sublease to the first full payment period. If Subtenant must pay prorated rent, Subtenant shall pay any prorated amount due at the execution of this Sublease.

Sublease payments shall be made to Tenant in the following manner:

\_\_\_\_\_

This address may be changed from time to time. Subtenant will be informed in writing prior to the due date of that period's Sublease payment if the payment location has changed.

#### **IV. SECURITY DEPOSIT.**

9. At the time of the signing of this Sublease, Subtenant shall pay to Landlord, in trust, a security deposit of \$2 (two dollars) to be held and disbursed for Subtenant damages to the Premises or other defaults under this Sublease (if any) as provided by law.

10. The security deposit shall not be in excess of one month's Rent.

11. Subtenant hereby agrees to be liable to Landlord at the expiration or termination of this Lease for all damages to the Property, except ordinary wear and tear. Landlord may hold the security deposit in a non-interest-bearing account. In such case, no interest is due to Subtenant and Subtenant may not use the security deposit to cover Rent.

Landlord may otherwise elect to hold security deposit in an interest-bearing account and allow Subtenant to receive certain interest funds, if applicable. Subtenant shall still not be permitted to use the security deposit to cover any Rent. In case of sale or assignation of the Lease by Landlord, Subtenant's security deposit shall be transferred to the new owner or assignee and Landlord shall be released from liability to Subtenant for return of the security deposit. Deductions from the security deposit may be made for the following reasons (this list constitutes examples only and is not intended to be exhaustive): unpaid rent or utilities, late fees, cleaning, key replacement, removing abandoned property, and/or attorneys' fees for proceedings against Subtenant. Landlord has 60 (sixty) days after the termination of the Lease in order to return Subtenant's security deposit or 60 (sixty) days in which to send an itemized list of deductions for which Landlord will be taking funds.

12. If Landlord requires deductions which exceed the security deposit, Subtenant agrees to pay Landlord any overage amount within ten days after receiving a written demand from Landlord. Landlord will first apply the security deposit to any non-rent obligations, such as damages, utilities, or late fees, and will then apply the security deposit to any unpaid rent.

#### **V. NOTICES.**

13. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

\_\_\_\_\_

SUBTENANT:

\_\_\_\_\_

LANDLORD:

\_\_\_\_\_

14. Such address may be changed at will by any party. A party changing their address will provide written notice to the other interested parties as described above.

**VI. GOVERNING LAW.**

This Sublease shall be construed in accordance with the laws of Alabama.

**VII. DISPUTE RESOLUTION.**

If a disagreement arises during the Sublease period, the following actions shall take place:

- If there is a dispute between any of the interested Parties and the Parties are unable to come to an agreement through friendly negotiations amongst the Parties, all involved Parties agree to attempt to come to an agreement through the use of an agreed upon mediator.
- It is agreed that the costs involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to come to a resolution.
- Both parties agree that they shall allow the mediator 30 (thirty) days from the first meeting to reach a compromise before going to court.
- If the parties are unable to come to an agreement with the assistance of the mediator in 30 (thirty) days, they each reserve the right to bring legal action in a court of law or before an arbitrator.
- The decision of a court or arbitrator shall be legally binding upon all parties involved.

**VIII. LANDLORD'S CONSENT.**

The Master Lease requires the prior written consent of the Landlord to any subletting of the Premises. Such consent has been obtained and a copy is attached as an exhibit.

**IX.**

**X. SEVERABILITY.**

15. If there is a conflict between any provision of this Sublease and the State of Alabama (the "Act") the Act will prevail and such provisions of the Sublease Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease Agreement.

16. If there is a conflict between any provision of this Sublease and any form of Sublease prescribed by the Act, that prescribed form will prevail and such provisions of the Sublease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by the prescribed form are incorporated into this Sublease.

17. In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable, and all other provisions, will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

**XI.**

**XII. INCORPORATION OF MASTER LEASE.**

This Sublease is subject to all of the terms of the Master Lease with the same force and effect as if each provision of the Master Lease were included in this Sublease, except as otherwise provided in this Sublease.

**SIGNATURES**

TENANT:

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

SUBTENANT:

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

LANDLORD:

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_