



CMB SUBLEASE AGREEMENT

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.

This Sublease Agreement is made between _____, the "Sublessor(s)," and _____, the "Sublessee," together referred to as the "Parties." The Parties agree that the Sublessee will lease from the Sublessor a portion of the Sublessor's interest in the premises located at _____, Michigan on the following terms:

1. Lease Term. The lease term is for a period of _____, beginning at noon on _____ and ending at 11:59 on _____.

2. Rent. Sublessee will pay a total sum of \$ _____ in equal installments of \$ _____ in advance, on the _____ day of each month during the term of the lease. Payments shall be made by check or money order and delivered to the Sublessor at the following address _____.

SUBTENANT shall pay the first installment when SUBTENANT signs the Sublease.

3. Master Lease. In addition to the terms and conditions of this Sublease Agreement, the Sublessee agrees to be bound by all the terms and conditions of the Master Lease between Sublessor and the Landlord. A copy of the Master Lease is to be provided to Sublessee by Sublessor prior to the execution of the sublease and will be attached and incorporated into this Sublease Agreement by reference. Other representations not included here or in the Master Lease, are not binding on the Parties.

4. Security Deposit. Sublessee will pay \$ _____ to Sublessor as a security deposit. At the end of the lease term, only amounts allowed by law may be retained from the security deposit, and the remainder, if any, shall be returned to Sublessee in accordance with Michigan law. The security deposit may not be used as last month's rent.

5. Inventory Checklist. At the time Sublessee takes possession of the premises, the Sublessor will provide him or her with an inventory checklist. Sublessee will complete and return the checklist to the Sublessor within 7 days.

6. Utility and Telephone Charges. The Sublessee will pay ___% of all utility charges (water, gas, electric, cable, Internet) or a flat rate of \$ _____ per month. Sublessor and Sublessee agree that if any utilities are cancelled or shut off throughout the duration of the sublease, they shall be liable to the landlord for a \$20.00 per month processing fee for any utility bill switched back into Landlord's name.

7. Condition of the Apartment. Sublessee acknowledges that he or she has examined the premises and that it is in satisfactory condition. Upon the termination of this Sublease Agreement for any cause whatsoever, Sublessee will restore the premises to its original satisfactory condition, except for reasonable wear and tear. Sublessee is responsible for the repair of any damage resulting from his or her act or neglect of that of their guests.

8. Holdover. Sublessee will promptly vacate the premises at the end of the lease term. Holding over is not allowed.

9. Subleasing and Assignment. Sublessee may not sublease or assign their interest in the premises to another without Sublessor's written consent.

10. This Agreement is Complete and Binding. All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease Agreement. This Sublease Agreement becomes enforceable when signed by both Parties. Any modification to this Sublease Agreement must be in writing, signed by both Parties.

11. Other Terms and Conditions _____

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 tenant’s 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 tenant’s union lawyer for their opinions.

Upon the execution of this Lease, Tenant is entitled to receive a copy of the booklet provided by the City Clerk concerning the legal rights of tenants. By executing this Lease, Tenant acknowledges receipt of such a booklet prior to execution of the Lease.

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 NORTH FIFTH AVE., ANN ARBOR, MICHIGAN.

12. Landlord's Consent. *This Sublease Agreement is not binding on either Party unless the Landlord gives consent by signing below. The Master Lease requires this approval.*

14. Mediation Agreement. If a dispute arises out of or relates to this contract, or its breach, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation under the Mediation Rules of the American Arbitration Association before resorting to some other dispute resolution procedure. The Parties having read, having understood, and having agreed to the above terms, sign their names as follows:

Sublessor(s)

Sublessee(s)

Agent for owner

CMB Property Management
