

# DELAWARE SUBLEASE AGREEMENT

This **Delaware Sublease Agreement** is made between \_\_\_\_\_ , individually or collectively as the "Sublandord," and \_\_\_\_\_ , as the "Subtenant," together referred to as the "Parties."

The Parties agree that the Subtenant shall lease from the Sublandord a portion of the Sublandlord's interest in the premises located at \_\_\_\_\_ , Delaware (the "Premises") on the following terms:

- 1. SUBLEASE TERM.** The term of the Sublease will be for a period of \_\_\_\_\_ months, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.
- 2. RENT.** Subtenant will pay a total monthly rent of \$\_\_\_\_\_. Rent will be payable on the first day of each month directly to the Sublandord.
- 3. SECURITY DEPOSIT.** Subtenant will pay \$\_\_\_\_\_ to Sublandord as a security deposit. Deductions permitted by Delaware law may be made from the security deposit and the remainder, if any, shall be returned to Subtenant within 21 days of the termination of Subtenant's tenancy. The security deposit may not be used as last month's rent.
- 4. TERMINATION NOTICE.** Subtenant's tenancy will terminate on the date specified in Section 1 above, unless Sublandord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Subtenant is not responsible for finding a replacement upon the termination of his/her tenancy.
- 5. SUBTENANT'S INTEREST IN THE PREMISES.** Subtenant is one of \_\_\_\_\_ total tenants occupying the Premises (the "Tenants"). Subtenant WILL  WILL NOT  share a bedroom at the Premises. If Subtenant will share a bedroom, it will be shared with \_\_\_\_\_. Subtenant may share all of the common



spaces (e.g., living room, dining room, kitchen, bathroom) in the Premises equally with the other Tenants.

6. **OVERNIGHT GUESTS.** The Subtenant DOES    DOES NOT    need to obtain Sublandlord's permission prior to the stay of any overnight guest(s).
7. **UTILITY AND TELEPHONE CHARGES.** The Subtenant agrees to pay \_\_\_\_\_% of all utility charges. The Subtenant will pay \_\_\_\_\_% of the fixed monthly telephone service charges and Subtenant will pay 100% of those telephone charges for which s/he is directly and individually responsible.
8. **HOUSEHOLD CHORES.** The Tenants will divide all household chores as follows:  
\_\_\_\_\_
9. **NOISE LEVEL.** During the hours of \_\_\_\_\_, the Tenants will maintain a noise level that will permit all tenants to study.
10. **SMOKING.** (Check one) Smoking IS    , IS NOT    allowed in the Premises.
11. **ALCOHOL.** (Check one) Alcohol IS    , IS NOT    allowed in the Premises.
12. **PARKING SPACE.** The Subtenant agrees that s/he IS    IS NOT    entitled to use a parking space as part of this Delaware Sublease Agreement. The parking space, if any, is located at \_\_\_\_\_.
13. **MASTER LEASE.** In addition to the provisions of this Delaware Sublease Agreement, the Subtenant agrees to be bound by all the conditions of the lease between Sublandlord and the landlord, \_\_\_\_\_ (the "Master Lease"). **The Master Lease is attached to this Sublease Agreement for reference.** The terms of the Master Lease are hereby incorporated into this Sublease Agreement. No representation that is not included here or in the Master Lease shall be binding upon the Parties.
14. **TERMINATION OF MASTER LEASE.** If Sublandlord terminates his/her tenancy in the Premises under the Master Lease, Sublandlord will provide thirty (30) days' notice to



Subtenant. Subtenant agrees that if the Master Lease is terminated for any reason, this Delaware Sublease Agreement will terminate as of the same date.

**15. CONDITION OF THE PREMISES.** Subtenant acknowledges that s/he has examined the Premises and that they are in good condition except as follows \_\_\_\_\_

\_\_\_\_\_  
Upon the termination of this Delaware Sublease Agreement for any cause, Subtenant will leave the Premises in their original good condition, except for reasonable wear and tear. Subtenant is responsible for the repair of any damage resulting from the act or neglect of Subtenant or those persons who are invitees of the Subtenant.

**16. SUBLEASING AND ASSIGNMENT.** Subtenant may not lease, sublease, or assign the Premises without the prior written consent of the Sublandord.

**17. COMPLETE AND BINDING AGREEMENT.** All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease. This Sublease will not be enforceable until signed by both Subtenant and Sublandord. Any modification to this Agreement must be in writing, signed by both Sublandord and Subtenant.

**18. GOVERNING LAW.** This Agreement shall be governed by the laws in the state of Delaware. The laws being located in Delaware Chapters 51 through 59 "Residential Landlord-Tenant Code".

**19. DISCLOSURES; PROVISIONS**

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We, the Undersigned, agree to the above stated terms.

**Sublandlord**

*Signature*

\_\_\_\_\_

Printed Name

\_\_\_\_\_

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

**Subtenant**

*Signature*

\_\_\_\_\_

Printed Name

\_\_\_\_\_

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

