



SUBLEASE AGREEMENT

1) AGREEMENT DATE: This sublease is made on the \_\_\_ day of \_\_\_, \_\_\_ between \_\_\_ Tenants, and \_\_\_ Subtenants.

2) DESCRIPTION OF PREMISES: Tenant hereby leases to Subtenant his/her interest in the premises at \_\_\_ in the city of Ann Arbor, Michigan for the term beginning \_\_\_ and ending \_\_\_. The Subtenant agrees that the tenant may leave the following items on the premises:

The subtenant is liable for damage or loss of the above-described property caused by the subtenant's negligence.

3) RENTAL RATE: Subtenant agrees to pay rent at the rate of \$\_\_\_ per month, in advance beginning \_\_\_ and payable to the Tenant on or before the \_\_\_ day of each month, leaving a balance of \$\_\_\_ to be paid each month by the Tenant to the Landlord. If subtenant fails to make any payment required by this agreement, the Subtenant agrees that the Tenant may bring an action for non-payment without notice to the Subtenant. Subtenant shall be liable for any costs including attorney fees.

4) SECURITY DEPOSIT:

- a. The Subtenant agrees to pay the Tenant the sum of \$\_\_\_ on the \_\_\_ day of \_\_\_, \_\_\_ as Security Deposit.
b. The Tenant shall hold this deposit through the term of the sublease and return it less amounts withheld as permitted by law.

The Security Deposit shall be deposited at \_\_\_ and will not be used for any purposes other than those provided for in the Security Deposit Act of Michigan, P.A. 1972, No. 348

YOU MUST NOTIFY YOUR LANDLORD\* IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

\*If you have given the Security Deposit to a tenant who is subletting to you, you must give the notice of your forwarding address within 4 days to that tenant.

5. UTILITIES:

a. The Subtenant is responsible for arranging the following utility services to be in his/her name commencing on the starting date of this sublease: (If none, write "none")

\_\_\_

b. The following utilities will remain in Tenant's name, but Subtenant is responsible for paying the bills in a timely fashion commencing on the starting date of the sublease: (If none, write "none")

\_\_\_

6. JOINT AND SEVERAL: If said premises are sublet as a rental unit to more than one subtenant, each subtenant is jointly and severally (individually) responsible for the total rent agreed to in this sublease.

7. RIGHTS AND DUTIES BOOKLET: ANN ARBOR CITY ORDINANCE REQUIRES TENANT TO FURNISH TO SUBTENANT PRIOR TO EXECUTING LEASE A COPY OF RIGHTS AND DUTIES OF TENANTS

**8. ORIGINAL LEASE:** Subtenant agrees to abide by the terms of the lease between Tenant, \_\_\_\_\_ and the Landlord, \_\_\_\_\_, attached hereto and made a part of this Sublease Agreement.

**BE SURE TO READ ALL AGREEMENTS ON FIRST PAGE BEFORE SIGNING**

**9. IN WITNESS WHEREOF,** the parties to this sublease affix their signatures on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

TENANT(S):

**TENANT(S) ADDRESS:**

\_\_\_\_\_

_____ Lessor/Date	_____ Property Manager/ Date
_____ Lessee/Date	_____ Lessee/Date
_____ Lessee/Date	_____ Lessee/Date
_____ Lessee/Date	_____ Lessee/Date

SUBTENANT(S)

**EMAIL ADDRESS AND PHONE NUMBER**

\_\_\_\_\_  
Subtenant Signature

\_\_\_\_\_

**ADDITIONAL SECURITY DEPOSIT INFORMATION:**

As required by Michigan law regarding use of security deposits, the Landlord will make us of inventory checklists at the beginning and ending of occupancy and will provide the Tenant(s) an inventory checklist when the Tenant(s) assumes possession of the rental unit. The Tenant(s) will note the condition of the unit and its furnishings and return the form to the Landlord within 7 days. The Tenant(s) is/are entitled to receive a copy of the last ending inventory checklist which shows what claims were charged to the prior Tenant(s).

The Landlord may use the security deposit only for: 1) actual damages that are the result of conduct not reasonably expected in the normal course of habitation for the dwelling: 2) past due rent and rent due for premature termination of this agreement; and 3) utility bills not paid by Tenant(s).

As required by Michigan law regarding use of security deposits, where there are charges against the security deposit the Landlord will mail an itemized list of the damage charges and other costs to the Tenant(s) within 30 days of the ending of occupancy along with a check or money order for the difference between these charges and the total amount of the deposit. The Tenant(s) must respond within 7 days of receipt of this itemized list to secure full rights. If agreement is not reached about the amount claimed, the Landlord must begin court action within 45 days after the ending of occupancy and obtain a money judgement of the disputed amount before retaining any portion of it.

**YOU MUST NOTIFY YOUR LANDLORD\* IN WRITING WITHIN 4 DAYS AFTER YOUR MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL: OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

\* If you have given the Security Deposit to a tenant who is subletting to you, rather than the Landlord, you must give the notice of your forwarding address within 4 days to that tenant.

**STATE OF MICHIGAN TRUTH IN RENTING NOTICE:**

“NOTICE: Michigan law established rights and obligation 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 provision of this agreement, you may want to seek assistance from a lawyer, tenant’s union advisor, or other qualified person.”

Some things your Landlord writes in the lease or say to you may not be correct representation 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 say to us in unfair, you may contact your own lawyer, legal aid society, or tenant’s union lawyer for their opinions.

**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 ADDITONAL ENTRY RESRICIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVE.**

**MEDIATION**

All parties to this agreement agree that The University of Michigan Mediation Service will act as mediator in any dispute involving University of Michigan student that may arise between the parties and that: a) all parties will make a reasonable and good faith effort to settle such disputes through mediation: b) any party to lease may request mediation: c) mediators may enter and inspect the premises after notice to both parties and at reasonable times: d) monies be placed in escrow with Mediation Services: e) this provision does not preclude other legal rights of the parties.