

## SEMESTER ABROAD SUBLEASE AGREEMENT

This Sublease Agreement (“Agreement”) is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by and between \_\_\_\_\_ (“Tenant”), \_\_\_\_\_ (“Subtenant”), and Green Castle Group (“Landlord”), and together with Tenant and Subtenant may be referred to as the “Parties”, any one of which may be referred to as a “Party”).

**NOTICE TO TENANT: THIS AGREEMENT DOES NOT RELEASE YOU FROM ANY OBLIGATION UNDER YOUR LEASE WITH LANDLORD INCLUDING ANY OBLIGATION TO PAY RENT. YOU ARE RESPONSIBLE FOR PAYMENT OF RENT AND ALL OTHER OBLIGATIONS TO LANDLORD REGARDLESS OF WHETHER OR NOT YOUR SUBTENANT PAYS YOU.**

### RECITALS

WHEREAS, Tenant has entered into a lease agreement, with any addenda attached thereto, dated \_\_\_\_\_ for the premises located at \_\_\_\_\_ (the “Premises”) with Landlord for a term ending on \_\_\_\_\_ (the “Lease”), a copy which is attached hereto as **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, Tenant has requested that Landlord as an accommodation, allow Tenant to sublease the Premises; and

WHEREAS, Tenant is willing to sublease the Premises to Subtenant, and Landlord is willing to consent to same upon the terms and conditions set forth herein further provided that Tenant acknowledges and agrees that Tenant shall continue to be obligated to perform all covenants and conditions of the Lease during the term of the Lease, including but not limited to all covenants and conditions relating to payment of rent and any additional financial obligations to Landlord;

WHEREAS, the Parties wish to enter into this Agreement, pursuant to which Tenant will sublease the Premises to Subtenant.

NOW, THEREFORE, the Parties agree to the following terms and conditions.

### TERMS AND CONDITIONS

**1. Sublease.**

A. Tenant hereby subleases the Premises to Sub-Tenant for the term set forth in Section 2.

B. Neither the subleasing of the Premises nor anything contained in this Agreement shall release Tenant from the obligation to perform and abide by all the covenants and conditions contained in the Lease. The Lease continues in full force and effect.

C. Subtenant acknowledges receipt of a copy of the Lease and agrees that Subtenant has read the Lease and has had the opportunity to ask any questions about the Lease, from either Tenant or Landlord as Subtenant may wish, and to receive answers thereto. Subtenant agrees to be bound by all obligations of Tenant under the Lease.

## 2. TERM

This Agreement shall commence on \_\_\_\_\_ and shall continue in effect until \_\_\_\_\_.

## 3. RENT

Subtenant agrees to pay a monthly rent to Tenant at the rate of \_\_\_\_\_ dollars (\$\_\_\_) per month for the term of this Agreement. Subtenant shall pay the rent on the \_\_\_\_\_ day of every month. If the rent or any other monies due under this Agreement is not paid as and when it is due, Subtenant agrees to pay a late fee of \_\_\_\_\_ dollars (\$\_\_\_).

**TENANT ACKNOWLEDGES AND AGREES THAT TENANT SHALL CONTINUE TO OWE ALL RENT AND ANY OTHER CHARGES DUE UNDER THE LEASE TO LANDLORD AND LANDLORD WILL LOOK TO TENANT FOR PAYMENT OF SUCH RENT AND ANY OTHER CHARGES AS SUCH SHALL BECOME DUE AND LANDLORD WILL BE UNDER NO DUTY OR OBLIGATION TO SEEK ANY PAYMENT OF SUCH RENT OR OTHER CHARGES FROM SUBTENANT.**

## 4. SECURITY DEPOSIT

Tenant acknowledges receipt of \_\_\_\_\_ dollars (\$\_\_\_) as security deposit for the Premises. Tenant may deduct any amount of damages incurred due to Subtenant's breach of this Agreement from the security deposit. Subtenant shall not apply the security deposit to any unpaid rent or late fees. Upon termination of this Agreement: (a) Subtenant shall surrender the Premises in good repair and condition, reasonable wear and tear excepted and (b) Tenant shall process the security deposit and provide Subtenant with an itemized list of security deposit deductions and copies of all related bills provided by contactors, repairmen, or cleaning services. Tenant shall then return the remainder of the security deposit to Subtenant. Tenant hereby appoints Landlord Tenant's agent for purposes of holding the Subtenant's security deposit and implementing this Section 4.

## **5. INSPECTION**

Tenant and Subtenant shall conduct a joint inspection of the Premises and shall record in writing any damage or deficiencies that exist before the commencement of the Term.

## **6. QUIET ENJOYMENT**

Subtenant shall be entitled to quiet and peaceful enjoyment of the Premises, and neither Tenant nor Landlord will interfere with that right, as long as Subtenant pays the rent in a timely manner and performs all other obligations under this Agreement and the Lease.

## **7. USE**

Subtenant shall not use the premises for any purpose other than as a private residence.

## **8. TERMINATION**

If, at any time during the Term, any of the rent remains unpaid, there is a material breach of any of the covenants under this Agreement, or if Subtenant becomes or is declared insolvent, then Tenant may terminate this Agreement and re-enter the Premises.

## **9. SUBLEASING & ASSIGNMENT**

Subtenant shall not make any further assignments or subleases.

## **10. SEVERABILITY**

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

## **11. BINDING EFFECT**

The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors, and permitted assigns of the Parties.

## **12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written,

relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by all parties.

**13. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.

**14. NOTICES**

If Landlord notifies Subtenant of any breach of the covenants or conditions of the Lease that Subtenant is obligated to perform, Subtenant will immediately notify Tenant in writing. Subtenant will promptly cure any breach.

If Landlord notifies Tenant of any breach of the terms or conditions of the Lease that Subtenant is obligated to perform, Tenant will immediately notify Subtenant in writing. Subtenant will promptly cure any breach.

Notice and other communications, which any Party desires to give the other, may be given either personally or by post through certified mail, to the following addresses:

Tenant:

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Subtenant:

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Landlord:

Green Castle Group  
346 Shelburne Road, Suite 602  
Burlington, VT 05401

**15. WAIVER**

The failure of any Party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. Acceptance of rent by Tenant does not waive Tenant's right to enforce any provisions of this Agreement.

*[Signature page to follow]*

**16. ADMINISTRATIVE FEE.** Landlord shall charge an administrative fee of \$200 in connection with entering consenting to Tenant's request to sublease.

IN WITNESS THEREOF, the parties have executed this Agreement on the date first above written.

Tenant: \_\_\_\_\_  
E-mail:  
Cell:

Dated: \_\_\_\_\_

Subtenant: \_\_\_\_\_  
E-mail:  
Cell:

Dated: \_\_\_\_\_

**Consent of Landlord to Sub-Lease:**

Landlord consents to the sublease requested, provided that Subtenant shall perform and abide by all covenants and conditions contained in the Lease as if Subtenant were named as Tenant in the Lease, to which Subtenant agrees. Neither Tenant nor Subtenant shall do anything that will create a breach under any terms or conditions of the Lease.

Landlord: \_\_\_\_\_

Dated: \_\_\_\_\_

**Consent of Other Tenants:**

The undersigned being all of the Tenants under the Lease hereby consents to this Sublease in all respects.

Tenant: \_\_\_\_\_

Dated: \_\_\_\_\_

Tenant: \_\_\_\_\_

Dated: \_\_\_\_\_

Tenant: \_\_\_\_\_

Dated: \_\_\_\_\_

Tenant: \_\_\_\_\_

Dated: \_\_\_\_\_