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| Brigham Young University  Student Family Housing  Sublease Request/Agreement | | | | | |
| As a convenience to students who must leave the University during one semester or two terms, and who wish to retain their housing, a subleasing option is provided. It is the responsibility of the current tenant to find the student to whom they wish to sublease. Sublease requests must be complete when turned into the Student Family Housing Office for approval. Students needing to sublet during Fall or Winter semesters need to write a letter to the Housing Review Committee to request permission. Tenants may not sublease their last semester or term at the University. | | | | | |
| Tenant/Sublessor Information | | | | | |
| Date: | | | Current Semester: | | |
| Student Name:    *Last First Middle* | | | | | |
| Date of Birth: | | | ID #: | | |
| Building/Quad: | Apartment #: | | | Phone #: | |
| Reason for Sublease: | | | | | |
| Date for Sublease: *From To* | | | | | |
| Contact Information During Sublease Period | | | | | |
| Address: | | | | | |
| City: | | State: | | | Zip: |
| Phone #: | | | E-Mail: | | |
| Emergency Contact | | | | | |
| Name of relative not residing with you: | | | | | |
| Address: | | | | | |
| City: | | State: | | | Zip: |
| Phone #: | | | E-Mail: | | |

|  |  |
| --- | --- |
| For Office Use Only | |
| Current Tenant | Sublessee |
| Current Tenant move in date: | Marital Status: |
| Account Status: | Account Status: |
| Student Status: | Student Status: |
| Information Complete: | Committee Approval: |

Conditions for Sublease

* To be eligible to sublease, I understand that I must have lived in Student Family Housing for the semester prior to subleasing.
* I must be a continuing Student Family Housing tenant following the sublease period.
* The monthly rent and electricity payments will still be charged to my student account.
* I am responsible for the condition of the apartment at the end of the sublease period.
* In the event the sublessee violates University Policy or Housing Guidelines, the Sublessee may be removed from the apartment.
* Any furniture requested or rented by the sublessee will be put on my account/contract.
* Any rentals *or additional keys* must be requested through the sublessor, not the sublessee, even if the sublease period has already begun.
* I may charge no more than the current BYU Student Family Housing Rate according to the number of bedrooms available.

Example: If a 3 bedroom is leased as a 2 bedroom, the sublessee pays the 2 bedroom rate. The sublessor will need to pay the difference to make the rent equal to the 3 bedroom rent charge.

* Students who are graduating are not eligible to sublease their apartment without verification of acceptance into a graduate program at BYU.
* An apartment may be subleased for no more than one semester or two terms.
* The University prohibits single students or non-students from living in the Student Family Housing facilities. All sublessees must be married at the time of moving in, or within 30 days of the sublease start date, and be enrolled for the required number of credits.
* All University Financial accounts must be currently in order to sublease and have a balance of $0.00.
* The transferring of apartment and mail keys are my responsibility and not the Student Family Housing Office. I will need to leave a note in my mailbox for the postal carrier authorizing my sublessee to obtain my mail, the name of the sublessee, and the duration of the authorization period.

**It is strongly recommended that a contract be drawn up between the sublessor and sublessee.**

If a sublease lock is requested to store items inside one of the bedrooms, you must rent a BYU lock and key, which BYU must install and remove at the end of the sublease period. The cost for this lock is $50.00. Arrangements may be made through the Student Family Housing Office.

I have read and understand the above.

*Sublessor Signature Date*

|  |  |
| --- | --- |
| Sublessee information | |
| Date: | Current Semester: |
| Student Name:    *Last First Middle* | |
| Date of Birth: | ID #: |
| Spouse Name:    *Last First Middle* | |
| Date of Birth: | ID #: |
| Date of Marriage (if not now married): |  |

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| --- | --- | --- | --- |
| Contact Information | | | |
| Address: | | | |
| City: | State: | | Zip: |
| Phone #: | | E-Mail: | |
| Emergency Contact | | | |
| Name of relative not residing with you: | | | |
| Address: | | | |
| City: | State: | | Zip: |
| Phone #: | | E-Mail: | |

As conditions of sublease, I agree to:

* Vacate the apartment no later than:
* Pay monthly rent, utilities charges and assume responsibility for any charges incurred by me during the sublease period.
* Read and comply with all rules and regulations as stated in the Student Family Housing Guidelines (found online at [www.byu.edu/oncampushousing](http://www.byu.edu/oncampushousing) under the ‘Student Families’ tab, ‘Housing Guidelines’ sections)
* Take BYU classes during the sublease period, i.e. 4.5 credits Spring or Summer, 9 credits both Fall/Winter, 2 credits for Graduate Degrees and be a student in good standing. (Independent study classes do not count as BYU classes.)
* Leave the apartment clean and in good condition.
* Return the apartment and mailbox keys as arranged with the sublessor.
* Subleasees are not eligible for the laundry discount.

**I understand that I am not guaranteed housing within Student Family Housing at the end of the sublease period.**

I have read and understand the above.

*Sublessee Signature Date*

**Sample Sublease Contract**

This agreement is to sublet real property according to the terms specified below.

The sublessor agrees to sublet, and the sublessee agrees to take the premises described below. Both parties agree to keep, perform, and fulfill the promises, conditions and agreements expressed below:

1. SUBLESSOR: The sublessor is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. SUBLESSEE: The sublessee is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. PREMISES: The location of the premises is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_.

4. TERM: The term of this sublease is \_\_\_\_\_\_\_\_\_\_\_\_\_, beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

5. RENT PAYMENTS: The rent is $ \_\_\_\_\_\_\_\_\_\_­­­\_\_ per month, payable in advance on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of the month. The rent is payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [address].

6. AGREEMENT TERMINATION: The sublease agreement will terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. There shall be no holding over under the terms of this sublease agreement under any circumstances.

7. UTILITIES: All charges for utilities connected with premises which are to be paid by the sublessor under the master lease shall be paid by the sublessee for the term of this sublease.

8. PROPERTY CONDITION: Sublessee agrees to surrender and deliver to the sublessor the premises and all furniture and decorations within the premises in as good a condition as they were at the beginning of the term, reasonable wear and tear expected. The sublessee will be liable to the sublessor for any damages occurring to the premises or the contents thereof or to the building which are done by the sublessee or his/her guests.

9. DEPOSIT: Sublessee agrees to pay sublessor a deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to cover damages beyond normal wear and tear, unpaid rent, and unpaid utilities. Sublessor agrees that if the premises and contents thereof are returned to him/her in the same condition as when received by the sublessee, reasonable wear and tear thereof expected, and if there is no unpaid rent or unpaid utility bills owed by the sublessee, he/she will refund to the sublessee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the end of the term, or within 30 days thereafter. Any reason for retaining a portion of the deposit shall be explained in writing within 30 days to the sublessees.

10. INVENTORY FORM: Sublessor and sublessee, shall conduct a joint, written inspection at the start of the sublease period recording any damage or deficiencies that exist at that time. Lessee shall be liable for the cost of any cleaning or repair to correct damages found at the time of this inspection.  Sublessee shall be liable for the cost of any cleaning or repair found at the end of the sublease and not recorded at the start of the sublease, normal wear excepted.

11. ORIGINAL LEASE: The sublease agreement incorporates and is subject to the original lease agreement between the sublessor and his lessor, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The sublessee agrees to assume all of the obligations and responsibilities of the sublessor under the original lease for the duration of the sublease agreement.

12. OTHER TERMS AND CONDITIONS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sublessor                                                                                 Date

Sublessor                                                                                 Date

Sublessee                                                                                 Date

Sublessee                                                                                 Date