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**SUBLEASE AGREEMENT FOR  
1760 UNION STREET, E7, BROOKLYN NY 11213**

This Sublease Agreement, dated \_\_\_\_\_, is made between April Yvette Thompson, the Sublessor, and \_\_\_\_\_, the Sublessee.

The Sublessor and the Sublessee both agree that the Sublessee shall lease from the Sublessor a portion of the Sublessor's interest in the apartment located at 1760 Union Street, E7, Brooklyn NY 11213, the Premises, on the following terms:

**1. Lease Term.** The term of the Lease will be for a period of 6 months, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

**2. Rent.** Sublessee will pay a total monthly rent of \$2,337.70. Sublessor will set up an automatic monthly billing service via Paypal.com, and sublessee is responsible for any fees associated with this service.

**3. Utility and Telephone Charges.** Monthly utility charges are included in the cost of the rent. Any additional utility costs above the allotted amount will be retained from the Security Deposit.

**4. Security Deposit.** The Sublessee will pay a security deposit to the Sublessor in the amount of \$7,513.10 including first and last month's rent plus security and a \$500 per pet deep cleaning fee. Should the Sublessee maintain and deep clean all furnishings prior to Sublessor's return, the \$500 deep cleaning fee will be refunded. At the time of taking possession of the Premises by the Sublessee, the Sublessor will provide the Sublessee with an inspection form and both parties will complete the form.

The Sublessee agrees to surrender and deliver the subleased premises in the same condition as when received by the Sublessee and documented on the inspection form. At the end of the Sublease the Sublessee will complete the inspection form for the second time. The Sublessor will refund the Sublessee the deposit at the end of the term or within 30 days thereafter. Any reason for retaining a portion of the Deposit will be explained in writing within 30 days.

**5. Default.** The Sublessee will default under this Sublease Agreement if any one or more of the following events (the "Event of Default") occurs:

- The Sublessee fails to pay the rent to the Sublessor or any amount of it when due or within any grace period.
- The Sublessee fails to perform any of its obligations under this Sublease Agreement or any applicable obligation under the Master Lease.
- The Sublessee abandons the Premises or uses the Premises for unpermitted or illegal purposes.

**6. Remedies to Default.** If the Sublessee is in default, then this agreement will immediately become null and void and the Sublessor will automatically claim right to the Security Deposit.

**7. Nonpayment** In the event that any rent payment required to be paid by the Sublessee is not paid in full by the second day of each month the sublessee shall pay to the Sublessor, in addition to such payment or other charges due hereunder, an initial late fee as additional rent in the amount of 5% of the monthly rent amount. Further, a subsequent late fee of \$20.00 per day will be incurred by the Sublessee for every day payment is delayed after the 2nd day of each month.

The Sublessee's failure to pay the rent by the 20th day of the month will trigger eviction proceedings. A Non-Payment Petition and a Notice of Petition will be filed with the housing court. The Sublessee will receive copies of the court paper in the form of a service and be required to attend housing court.

**8. Termination Notice.** Sublessee's tenancy will terminate on the ending date listed above unless either party requests to change the ending date and both parties agree.

**9. Master Lease.** This Sublease Agreement incorporates and is subject to the Master Lease, a copy of which is attached to this Sublease Agreement.

**10. THE SUBTENANT ACKNOWLEDGES THAT IT HAS READ AND AGREED TO FLIP'S TERMS OF SERVICE, INCLUDING A LEAD PAINT DISCLOSURE FROM THE MASTER LEASE AND ANY OTHER DISCLOSURES.**

**11. Termination of Master Lease.** If Sublessor terminates his/her tenancy in the Apartment, Sublessor will provide thirty days notice to Sublessee. Sublessee agrees that if the Master Lease is terminated for any reason, this Sublease Agreement will terminate effective the same date.

**12. Agreement is Complete and Binding.** Sublessee's and Sublessor's preliminary negotiations between the Parties are merged into, and superseded by, the terms of the Lease.

**13. Legal Fees.** In the event of any legal action concerning this Agreement the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court and such judgement will be entered.

**14. Access.** The Sublessee may enter the Premises upon 24 hours notice to inspect the Premises, maintain the Premies or make repairs that the Sublessor is obligated to perform.

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

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

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

\_\_\_\_\_  
SUBLESSEE PRINTED  
NAME

\_\_\_\_\_  
SUBLESSEE PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

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

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

\_\_\_\_\_  
SUBLESSOR PRINTED NAME

\_\_\_\_\_  
GUARANTOR PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

### **Consent of Landlord to Sublease Agreement**

The undersigned, the landlord in the Master Lease of the Premises, hereby consents in writing to the foregoing Sublease Agreement. The Landlord will provide both the Sublessor and the Sublessee with notice of any breach by the Sublessee under the master lease.

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

\_\_\_\_\_  
LANDLORD PRINTED NAME

\_\_\_\_\_  
SIGNATURE