

SUBLEASE AGREEMENT

THIS SUBLEASE made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF ORIGINAL TENANT]
("Tenant")

- and -

[NAME OF NEW SUBTENANT]
("Subtenant")

- and -

[NAME OF LANDLORD]
("Landlord")

RECITALS:

WHEREAS Tenant is the tenant under a lease agreement dated the ____ day of _____, _____ (the "Head Lease"), between Tenant and Landlord, under which Tenant agreed to lease the rental unit located at _____ [insert address of premises], _____ [city/town], Alaska, and all furniture, fixtures and fittings within the rental unit (collectively, the "Premises");

AND WHEREAS the Head Lease is for a term of ____ years and expires on _____ [insert date];

AND WHEREAS Subtenant desires to sublet the Premises from Tenant, and Tenant has obtained Landlord's written consent to sublet the Premises to Subtenant, as required by the Head Lease;

NOW THEREFORE THIS SUBLEASE WITNESSES that in consideration of the mutual covenants and agreements contained in this Sublease, Tenant agrees to sublet, and Subtenant agrees to take the Premises, on the terms and conditions contained herein and in accordance with the provisions of the Head Lease.

1. **TERM.** The term of this Sublease is for a period of ____ [months/years], beginning on _____ [insert date] and expiring on _____ [insert date].
2. **TERMINATION.** The sublease will automatically terminate on the expiry date set out in paragraph 1. There shall be no holding over in the Premises after termination under any circumstances, without the written consent of both Tenant and Landlord.
3. **RENT.** The monthly rent hereunder is \$_____, payable in advance on the _____ day of the month. The rent is payable to _____ [indicate whether rent is to be paid to Tenant, Landlord, or to an agent] at _____ [set out the address to which rent payments are to be sent].
4. **UTILITIES.** All charges for utilities connected with the Premises which are to be paid by Tenant under the Head Lease shall be paid by Subtenant throughout the term of this Sublease.
5. **CONDITION OF PREMISES.** Subtenant has inspected the Premises and agrees that they are in good, satisfactory and tenantable condition. Subtenant agrees to surrender and deliver to Tenant the Premises in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. Subtenant will be liable to Tenant for any damages occurring to the Premises or to the building which are caused by any action or inaction of Subtenant or Subtenant's family, guests or invitees.

6. *DEPOSIT.* Subtenant agrees to pay Tenant a deposit of \$_____ to cover damages beyond normal wear and tear, unpaid rent, and unpaid utilities. Tenant will retain the deposit in [a non-interest bearing / an interest-bearing] trust account. The deposit will be returned to Subtenant within fourteen (14) days of the termination of this Sublease, provided that the Premises are returned in good condition, reasonable wear and tear excepted, and that there is no unpaid rent or unpaid utility bills owing by Subtenant. If any deductions are made from the deposit for damages or unpaid rent or utility bills, Tenant will provide Subtenant with a statement explaining all such deductions.

THIS IS A 7-PAGE DOCUMENT.