**Sublease**

**Between**

Surname, first name …………………………………………………………………………………………………………………………………

Address: ……………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………………….

hereinafter called *Main tenant*

**and**

Surname, first name …………………………………………………………………………………………………………………………………

Address: ……………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………………….

hereinafter called *Subtenant,* are signing the following ***Sublease***:

**§ 1 Rented property**

1. The Main tenant rented from

Surname, first name …………………………………………………………………………………………………………………….

Address ………………………………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………………………………………..

hereinafter called Landlord the following apartment:

Address: ……………………………………………………………………………………………………………………………………….

……………………………………………………………………………………………………………………………………………………..

1. The apartment is located on the …… floor on the left side right side.

The following rooms are being rented:

……… rooms, ……… kitchen/kitchenette, ……… bathroom/shower/WC, ……… loft, ……… cellar room, ……… garage/parking lot, ……… garden, ……… rooms for commercial purposes.

1. The living room is 76 m2.
2. A copy of the lease is handed out to the Subtenant.
3. This apartment is sub-rented to the Subtenant by the Main tenant. The written consent of the Main tenant is presented to the Subtenant.
4. Certificate of delivery Handover becomes a part of the contract with regard to descriptions of the rented property and the facilities contained therein.
5. The Subtenant receives from the Main tenant for the duration of the Sublease the following keys: ……………………………………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..

**§ 2 Rent and additional costs**

1. The net rent is euro to be paid monthly.

In words ……………………………………………………………………………………………………………………………………….

1. A) The advanced payment of the additional payment is euro to be paid monthly.

In words ……………………………………………………………………………………………………………………………………….

B) The additional payment is settled with euro to be paid monthly.

 In words………………………………………………………………………………………………………………………………………

1. The payable rent tariff is to be paid commensurately monthly and considering the advanced payment or flat-rate and amounts in total euro.

In words ……………………………………………………………………………………………………………………………………….

1. In case if the rent or the advanced payment/flat-rent of the Landlord changes those changes also apply in relation to the Subtenant. The Main tenant can charge the payment from the Subtenant once the increase is established in written form in main tenantship.
2. Calculation of the additional payment is processed according to the regulation of the main lease.

**§ 3 Rent and additional costs**

1. The Subtenant pays to the Main tenant a deposit according to the Article 551 of the Bürgerliches Gesetzbuch (the Civil Code of Germany) amounting …………… euro for security of all claims of the Sublease.

In words ……………………………………………………………………………………………………………………………………….

1. The repayment of the deposit is due to six month after the end of the Sublease.

**§ 4 Payment of rent**

1. The rent including the advanced payment/flat-rate is to be paid monthly in advance and transferred not later than on the third working day without any charges to the bank account (name of the account holder) …………………………………………………………………………………………. account number ………………………………………… of the …………………………………… (name of the bank), BIC ……………………………………………………………………………………………………………………………………………….
2. The punctuality of the rent payment depends not on the sending date but on the receipt of the money by the account holder.
3. In the case of a late payment, the main tenant may charge 1.50 euro flat-rate dunning costs for each written reminder.

**§ 5 Rental period**

1. The sublease begins on …………………………………………………………………………………………………………….....
2. The rental period is determined by the duration of the main rental contract. In case the main rental contract ends, for whatever reason, the sublease ends without any exception.
3. In case the main rental contract is concluded for an indefinite period and is effectively terminated, the Main tenant must immediately terminate the Subtenant’s lease at the same time. In case the Main tenant fails to do so, he/she is liable to recoup the Subtenant for the damage caused by the late termination of the sublease.
4. If the rented property is not provided by the agreed time, the Subtenant may demand compensation for damages in case the Main tenant is responsible for the delay. The rights of the Subtenant for rent reduction and termination without notice for delay of the property granting remain unaffected.

**§ 6 Termination**

1. The right of termination by the Main tenant is governed by the statutory provisions in case the Sublease was concluded for an indefinite period. In case the sublease has been concluded for a certain period of time it cannot be properly terminated before the Sublease period expires.
2. The Subtenant can terminate the Sublease until the third working day of a calendar month for the expiry of the calendar month after next. The punctual termination does not depend on the sending, but on the receipt of the letter of termination.
3. Termination without following the period of notice (termination without a notice) is governed by the statutory provisions.
4. The Sublease is to be terminated in written form. Apart from that the statutory provisions must be applied.

**§ 7 Substitute subtenants**

The Subtenant is entitled to prematurely terminate the Sublease in compliance with the statutory deadline – the third working day of a calendar month for the expiry of the calendar month after next – in case he/she gives the Main tenant at least three economically and personally reliable and, if necessary, the apartment authorized Substitute subtenants who are willing to enter the Sublease for the remainder of the rental period (see § 4) and in case the Main tenant or the Landlord refuses to let one of the named replacement tenants enter the sublease contract.

**§ 8 Transfer of the rented property to third parties – Subleasing**

A further subletting of the rental property by the subtenant is not permitted.

**§ 9 Reference to the main rental agreement**

The following provisions of the Main rental agreement apply in the general sense to the relationship between the Main tenant and the Subtenant (the paragraphs refer to the Main lease):

Beauty repairs (§ )

Minor damage (§ )

Set-off and retention of rental payments (§ )

Use of the rental property (§ )

Appliances (§ )

Secondary duties from the lease (especially careful treatment of the rental property, procedures in case of defects in the rental property (§ )

House rules (§ )

**§ 10 Access authorisation**

1. The Main tenant, Landlord or their Agent may enter the rented property at reasonable intervals of time and on an early enough notice to check the condition of their property or to check any meters. On a personal prevention of the subtenant is to be considered.
2. In case of longer absence the Subtenant must ensure that the rights of the Main tenant can be exercised in accordance with paragraph 1.

**§ 11 Return of the rental property**

1. At the end of the Sublease the Subtenant has to return the rented property clean and to remove his/her belongings completely. All keys, including the keys provided by the Subtenant, must be handed over to the Main tenant. The Subtenant is liable for all damages caused to the Main tenant or a new subtenant by failure to follow any obligations of this Sublease.
2. In case the Subtenant has made structural changes to the rented property or provided it with any facilities he/she is obliged at the request of the main tenant to restore the original condition at the end of the Sublease at his/her own expense unless otherwise had agreed in written form.

**§ 12 Multiply subtenants**

1. In case several people e.g. spouses rent the property they are liable for all the obligations under the Sublease as joint debtors.
2. The statements which affect other subtenants must be submitted by one or all the subtenants. The subtenants, however, under the reservation of written revocation, mutually authorise each other for the receipt or submission of such declarations. This power of attorney also applies to the acceptance of terminations but not for terminations of subtenant site and termination agreements.
3. Each subtenant must an honest person or to behave properly with any family members or other authorised user of the rented property which may affect the sublease or justify a claim for damages for and against him/her.

**§ 13 Additional agreements**

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….

………………………………………………………. ………………………………………………………………

Place, date Place, date

………………………………………………………. ………………………………………………………………

Main tenant Subtenant