

# Montana Sublease Agreement

This is an agreement to sublet real property (hereinafter known as the "Sublease") between \_\_\_\_\_ (hereinafter known as the "Sublessor") and \_\_\_\_\_ (hereinafter known as the "Sublessee"). The Sublessor agrees to sublet, and the Sublessee agrees to take possession of the property located at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter known as the "Premises") under the following terms and conditions:

- 1. RENTAL PAYMENT SCHEDULE.** The rent under this Sublease shall be \$\_\_\_\_\_ (US Dollars) payable on the \_\_\_\_\_ of every  Week  Month. The rent shall be paid in the following manner: \_\_\_\_\_
- 2. LEASE DURATION LENGTH.** Tenancy of this Sublease shall begin with the Sublessee taking possession on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Under no circumstances shall there be holdover by the Sublessee.
- 3. SECURITY DEPOSIT.** The Sublessor shall require a Security Deposit in the amount of \_\_\_\_\_ (US Dollars) that will be paid at the beginning of the term. Any damage or repairs needed at the end of the term due to the Sublessee shall be credited against the Security Deposit. Any reason for retaining a portion of the Security Deposit shall be explained in writing when returning the funds to the Sublessee. The funds shall be sent to the Sublessee within \_\_\_\_ days after the Sublease has ended with the Sublessee vacating the Premises along with their possessions.

**4. UTILITIES AND SERVICES.** The Sublessor agrees to pay for the following utilities:

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All other utilities shall be the responsibility and expense of the Sublessee.

**5. LIABILITY.** Sublessee agrees to surrender and deliver to the Sublessor the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the premises, the contents thereof, the living areas, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

**6. GUESTS.** There shall be no other person(s) living on the Premises other than the Sublessee. Guests of the Sublessee are allowed for periods not lasting for more than forty-eight hours unless otherwise approved by the Sublessor.

**7. MOVE-IN CHECKLIST.** At the time of taking possession of the premises by the Sublessee, the Sublessor and Sublessee:

- shall fill-in a move-in checklist.
- shall not fill-in a move-in checklist.

**8. LEAD-BASED PAINT.** The Premises:

- was built before 1978 and the Lead-Based Paint Disclosure form shall be attached to this Sublease.
- was not built before 1978.

**9. MASTER LEASE.** This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which has been attached, and 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.

**10. DISPUTES.** If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they shall agree to hold negotiations amongst themselves before any litigation.

**11. WRITTEN AGREEMENT.** This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

**12. LANGUAGE.** The words “Sublessor” and “Sublessee” as used herein include the plural as well as the singular; the language in this Sublease intends no regard for gender.

**13. SMOKING POLICY.** Smoking on the Premises

is not allowed in the Premises or any common areas.

is allowed in the following areas:

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**14. ORIGINAL COPIES.** Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

**15. LANDLORD’S CONSENT.** The original lease between the Landlord and Sublessor:

does allow subletting.

does not allow subletting but consent by the Landlord has been given to the Sublessee to take possession of the Premises.

does not allow subletting and consent by the Landlord will be asked when immediately after this Sublease has been authorized. If the Sublessee is denied by the Landlord, this Sublease shall be cancelled with the Security Deposit returned to the Sublessee with no further liabilities by either party.

**16. GOVERNING LAW.** This Sublease shall be bound to the laws in the State of Montana.

**17. ADDITIONAL TERMS OR CONDITIONS.**

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**18. DATE & SIGNATURE.** The parties hereby bind themselves to this agreement with their authorization affixed below on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Sublessor's Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Co-Sublessor's Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Sublessee's Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Co-Sublessee's Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Landlord's Consent**

I hereby give my consent to subletting of the above-described premises as set out in this sublease agreement.

**Landlord's Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

ORIGINAL LEASE ATTACHED (INITIAL) \_\_\_\_\_