

AGREEMENT TO SUBLEASE

This Agreement to Sublease ("Agreement") is made in Morgantown, Monongalia County, West Virginia, on _____, _____ between _____ ("Sublessor") and _____ ("Sublessee").

The Parties agree to keep, perform and fulfill the promises, conditions and agreements described below:

The Sublessor agrees to sublet, and the Sublessee agrees to rent the Leased Premises described below.

1. **Leased Premises:** The location of the Leased Premises is _____ Morgantown, WV 26505.
2. **Term:** The term of this Agreement begins on _____ at [TIME] and ends on _____ at [TIME].
3. **Rent Payments:** The rent is _____ to be paid on [DATE]. The rent is payable to _____ at _____, Morgantown, WV 26505 in the form of [check, cash, ?].
4. **Agreement Termination:** This Agreement will terminate on _____. There shall be no holding over under the terms of this Agreement under any circumstances.
5. **Utilities:** All charges for utilities connected with the Leased Premises which are to be paid by the Sublessor under the Original Lease between Landlord and Sublessor shall be paid by the Sublessee for the term of this Agreement. The Sublessee will pay \$_____ on the first of each month for the use of cable, internet, electric and water.
6. **Property Condition:** Sublessee agrees to surrender and deliver to the Sublessor the premises in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. The Sublessee will be liable to the Sublessor for any damages occurring to the Leased Premises, to the contents of the Leased Premises, or to the structure of the Leased Premises which are done by the Sublessee or his guests.
7. **Deposit:** Sublessee agrees to pay Sublessor a deposit of _____ to cover damages beyond normal wear and tear. Sublessor agrees that if the premises and contents thereof are returned to her in the same condition as when received by the Sublessee, the Sublessor will return 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 Sublessee.

8. **Original Lease:** This Agreement incorporates and is subject to the Original Lease between the Sublessor and Landlord. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease for the duration of this Agreement.
9. **Sole Agreement:** The parties hereby agree that this Agreement contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written agreement signed by all of the parties hereto. (Any oral representations made at the time of executing this lease are not legally valid, and therefore, are not binding upon either party).
10. **Governing Law:** This Agreement shall be governed, construed, and interpreted by, through, and under West Virginia state law.
11. **Construction:** The words “Sublessor” and “Sublessee” as used herein refer to the parties defined by this Agreement.
12. **Acknowledgement of Copy Received:** Each party signing this sublease acknowledges receipt of a copy thereof.
13. **Consent of the Landlord.** Sublessor and Sublessee hereby acknowledge that the Landlord has granted his/her consent to this Agreement.

The parties hereby bind themselves to this Agreement by their signatures affixed below.

Sublessor

Sublessee

[LANDLORD—COMPANY]

By: Its Agent