

## SUBLEASE AGREEMENT

This Sublease is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (hereinafter referred to as “Sublessor”) and \_\_\_\_\_, the Sublessee (hereinafter referred to as “You” or, where appropriate, “Your”).

1. **The Apartment and Other Goods.** Sublessor subleases to You and You lease from Sublessor, Apartment No. \_\_\_\_\_, of the \_\_\_\_\_ apartment complex located at \_\_\_\_\_, Florida (the “Community”), and the appliances, and fixtures contained therein (“Apartment”). Through this same Sublease, Sublessor will also provide You with other household items (*e.g.*, management services, furniture, linens, cooking and household utensils, local telephone, DSL, electricity, water, and sewer service (“Other Goods”).

2. **Term.** The term of this Sublease shall be identical to the length of Your H2B visa approval or for a period commencing on \_\_\_\_\_, and ending on \_\_\_\_\_, whichever is less (the “Term”), unless sooner terminated pursuant to any provision herein. Upon the expiration of the Term, or the earlier termination of this Sublease, You will immediately vacate the Apartment and surrender it and the Other Goods to Sublessor.

3. **Living Arrangements.** You agree that You will reside only in the Apartment assigned to You. However, during the Term of this Sublease, there may be an occasion when Sublessor may, in its sole discretion, decide to move You to another Apartment or location. You may not move from the apartment assigned to You to another Sublessor apartment, without permission from Sublessor. You will share a bedroom and other areas of the Apartment with other employees of your USA employer.

4. **Use of Apartment.** Sublessor must insist that Your Apartment be occupied and used for residential purposes only. Only those persons who have been assigned to the Apartment by Sublessor may occupy the Apartment. Because You will be residing in a Community with other individuals not affiliated with Sublessor, Sublessor must also insist that You not do or permit anything to be done that will interfere with the rights or comforts of other Apartment residents, other Community occupants or the Community’s staff. Failure to comply with Sublessor’s rules or the Community’s rules constitutes a Default of this Sublease. No pets may be kept in or about the Apartment or on the Community premises.

5. **Rent.** During the entire Term of this Sublease, You are responsible for the payment of Your rent and related expenses for the use of the Other Goods in the total sum of \_\_\_\_\_ U.S. Dollars (\$\_\_.00), on a weekly basis (“Rent”). In Your offer letter and enrollment agreement, you authorized your USA employer to deduct the sum of \_\_\_\_\_ (\$\_\_.00) U.S. Dollars, on a weekly basis, and remit same to Sublessor as payment of rent and living expenses (“Rent”). Sublessor has negotiated this arrangement with your USA employer as a convenience to You. In the event You no longer intend to pay Rent as a voluntarily deduction, You shall be obligated to tender Your Rent to Sublessor within three (3) days after You receive Your paycheck unless You have made other arrangements for payment pursuant to Your Enrollment Agreement with Sublessor. If You do not pay Rent when due and such default continues for three (3) days (excluding Saturdays, Sundays, and legal holidays) after delivery of written demand by Sublessor for payment thereof, Sublessor may terminate this Sublease. If You decide to reside elsewhere during the Term, You remain obligated to pay Rent to Sublessor as described herein. If You vacate the Apartment before the end of the Term, Sublessor reserves its right to assess unpaid Rent against your damage deposit described in paragraph 6 below

or to continue to deduct Rent from Your paycheck. Time is of the essence with respect to Your obligation to pay Sublessor Rent and the damage deposit.

6. **Damage Deposit.** In addition to Rent, You also agree to provide Sublessor the sum of \_\_\_\_\_ dollars (\$\_\_\_\_.00), on a weekly basis, as a damage deposit. Your weekly damage deposit can be increased up to a maximum of \_\_\_\_\_ dollars (\$\_\_\_\_.00), on a weekly basis, should Sublessor determine that You violated either the Community's rules and regulations or Sublessor's rules. Copies of the Community's rules and regulations are available at the leasing office for your review and Sublessor's rules are at the Apartment. In your offer letter and Enrollment Agreement, You authorized Your USA employer to voluntarily deduct the damage deposit from Your paychecks and submit such sums to Sublessor. In the event You no longer intend to pay the damage deposit as a voluntarily deduction, You shall be obligated to tender Your damage deposit to Sublessor within three (3) days after You receive Your paycheck unless You have made other arrangements for payment pursuant to Your Enrollment Agreement with Sublessor. If You do not pay the damage deposit when due and such default continues for three (3) days (excluding Saturdays, Sundays, and legal holidays) after delivery of written demand by Sublessor for payment thereof, Sublessor may terminate this Sublease. At the end of the Term, Sublessor and/or the Community's representative will inspect the Apartment and Other Goods provided to You. If Sublessor and/or the Community's representative finds no damage to the Apartment and Other Goods beyond reasonable wear and tear, and does not intend to impose a claim against Your deposit, Sublessor will reimburse You within thirty (30) days after the end of the Term. If Sublessor intends to impose a claim for damage against Your deposit, Sublessor will notify You of its intent within thirty (30) days of the end of the Term. Within thirty (30) days of providing You with such notice, Sublessor will deduct sums for any damage to the Apartment or Other Goods. Should any portion of Your deposit remain after the deduction, Sublessor will reimburse You at that time. Reimbursements, if any, shall be paid in U.S. dollars and direct deposited into Your bank account or sent to either the recruiting office in your home country (for Your retrieval) or any address in the United States at your written direction prior to your departure from the United States.

7. **Right of Entry and Monthly Inspection.** At times, Sublessor or the Community may need access to Your Apartment. Consequently, Sublessor and the Community shall have the right to enter the Apartment during reasonable hours, upon twelve (12) hours notice, to inspect the premises, to make necessary or agreed repairs, decorations, alterations or improvements, to supply agreed services, or for any other reasonable business purpose. Sublessor shall also have the right to enter the Apartment at any time for the protection or preservation of the Apartment, in the event of an emergency, or to abate a nuisance. In addition, Sublessor shall also have the right to enter Your Apartment at a pre-scheduled time each month to assess the condition of the Apartment and, if necessary, invoice You for the expense of repairing unreasonable wear, tear and damage to the Apartment. The pre-scheduled monthly inspection times shall be distributed at Your orientation briefing upon Your arrival in the United States. You agree to pay any invoice which results from the monthly inspection within thirty (30) days of delivery of the invoice to You from Sublessor.

8. **Default.** Sublessor certainly hopes that You do not default under any obligation of this Sublease. Nonetheless, You should know that certain events will result in a default. For example, if (1) You do not pay Rent or additional fees/charges when due; (2) You do not reimburse Sublessor for damages or repairs when due; (3) Your employment with Your USA employer terminates for any reason; (4) You abandon the Apartment (as in a leave of absence exceeding seven days); (5) You fail to abide by Sublessor's and/or the Community's rules and regulations, including those rules

that ensure the quiet enjoyment of other Community tenants; or (6) You otherwise fail to comply with the terms, conditions, and obligations of this Sublease or the Enrollment Agreement, then Sublessor, at its option, may either give You notice to correct the situation or take immediate action to terminate Your right of occupancy. Notice may be given to You by mail, posting, or personal delivery to Your Apartment. Sublessor may terminate this Sublease for other violations of this Sublease or the laws of the State of Florida in accordance with Chapter 83, Florida Statutes. Once Sublessor has the right to take possession of the Apartment, Sublessor may, without further notice or demand, re-enter the Apartment and remove all persons and property therefrom. By signing this Sublease, You agree that upon abandonment of the Apartment, as defined by the Florida Statutes, Sublessor shall not be liable or responsible for storage or disposition of Your personal property. In addition to all other remedies provided herein, You agree to compensate Sublessor for all reasonable costs and expenses necessary to enforce this Sublease or to collect Rent or damages for breach of this Sublease, including court costs and reasonable attorney's fees.

**9. Assignment and Subletting.** Sublessor is interested in subleasing the Apartment to You to assist you with your USA employment. As a result, You are not authorized to assign this Sublease to anyone else without the prior written consent of Sublessor. Sublessor's interest in this Sublease may be transferred or assigned to successors and assigns of Sublessor, without advance notice to You. As a sublessor, Sublessor has assumed certain legal obligations under a primary lease with the landlord (the "Primary Lease"). Upon notice from Sublessor or the Primary Lease landlord that You are breaking terms or conditions of the Primary Lease, You will promptly comply with such terms and conditions. Any continuing breach of the Primary Lease by You will be a default under this Sublease.

**10. Alterations.** Sublessor must insist that You not make alterations or other additions (of fixtures, objects or other things) to the Apartment, without Sublessor's prior written consent. Any alterations, additions, or fixtures which are made or installed after receipt of Sublessor's consent shall become and remain a part of the Apartment, unless Sublessor specifically directs otherwise, and Sublessor shall not be obligated to reimburse You for any such alterations or additions.

**11. Security.** In some cases, the Community may have gates, guardhouses or similar security in place. Nonetheless, it is important for you to know that Sublessor shall not provide, nor does Sublessor have any duty to provide, security services for You, Your guests, invitees or property.

**12. Liability.** Sublessor shall not be liable for personal injury or for damage to or loss of Your personal property (furniture, jewelry, clothing, etc.) resulting from theft, burglary, assault, vandalism, crime, fire, flood, water, wind, leaks, hail, ice, snow, smoke explosions, interruption of utilities, or acts of God unless same is due to Sublessor's negligence or intentional wrongdoing.

**13. Reimbursement.** You agree to reimburse Sublessor promptly for the cost of any damage to the Apartment, Other Goods or the Community, including, without limitation, the cost of repairs or services caused by Your breach of this Sublease, Your negligence or the intentional acts and/or improper use of such property by You or Your guests/invitees. Payment of all amounts due Sublessor under this provision shall be due and payable within five (5) days of delivery of written notice to You. Sublessor's right to such payment shall be in addition to all other remedies belonging to Sublessor.

**14. Radon Gas.** Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your

county public health department. This disclosure is in compliance with section 404.056(6), Florida Statutes.

15. **Notices.** Any notices from Sublessor to You shall be deemed delivered when deposited with the U.S. Postal Service, addressed to Your Apartment, certified mail, return receipt requested; personally delivered to You or anyone in Your Apartment; or left at Your Apartment in Your absence. Any notice from You to Sublessor shall be deemed delivered when delivered to Sublessor's principal business office at \_\_\_\_\_, FL 33418, certified mail, return receipt requested.

16. **Non-Waiver.** Failure of Sublessor to insist upon strict, timely compliance by You with any terms or conditions of this Sublease shall not amount to a waiver by Sublessor of Sublessor's right thereafter to insist upon strict and timely compliance by You. Acceptance of rent by Sublessor after its knowledge of any breach of this Sublease by You shall not constitute a waiver of Sublessor's right to enforce the provisions of this Sublease, nor shall such acceptance be construed as an election by Sublessor not to enforce the provisions of this Sublease.

17. **Entire Agreement.** This Sublease may be executed in counterparts, which, taken together, shall constitute one, binding Sublease. Sublessor will retain the original documents and, at your request, provide You with a copy of the signed Sublease. This Sublease constitutes the entire agreement between the parties, and no oral statements shall be binding. This Sublease comprises all terms, conditions and agreements of the parties with respect to the subject matter hereof, superseding all prior arrangements or agreements, and may not be altered or amended except in a writing signed by Sublessor. By Your signature below, You represent that You are of legal age to enter into this binding Sublease. If any provision of this Sublease is held to be illegal, invalid or unenforceable, such provision will be fully severable and the remaining provisions of this Sublease will remain in full force and effect.

18. **Law Governing; Waiver of Jury Trial.** This Sublease shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the State of Florida. You and Sublessor specifically waive the right to a jury trial concerning any disputes that may arise.

SUBLESSOR

RESIDENT/YOU

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

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