

SUBLEASE AGREEMENT (NSW)

Premises Address: _____ Start Date: _____

Parties:

Head Lessor Full Name: _____

Head Lessor Address: _____

Head Lessee Full Name: _____

Head Lessee Address: _____

Sublessor (Subtenant) Information:

Full Name: _____

Address: _____

Contact Number / Email: _____

Sublessee Information:

Full Name: _____

Address: _____

Contact Number / Email: _____

Term and Rent:

Term Length (months): _____ Rent Amount: _____

Payment Frequency: _____

Payment Method: _____

Clause 1 – Interpretation

In this Agreement, unless the context otherwise requires, definitions and rules of interpretation apply as set out herein and consistent with the laws of New South Wales, Australia.

Clause 2 – Grant of Sublease

The Sublessor hereby subleases to the Sublessee the Premises described above for the Term and under the conditions of this Agreement, subject to the Head Lease.

Clause 3 – Term

The Term of this Sublease shall commence on the Start Date specified above and continue for the Term Length unless terminated earlier in accordance with this Agreement or the Head Lease.

Clause 4 – Rent

The Sublessee agrees to pay the Rent Amount specified above to the Sublessor at the agreed Payment Frequency and Method, commencing on the Start Date.

Clause 5 – Security Deposit

The Sublessee shall pay a Security Deposit equivalent to ____ weeks' rent, to be held by the Sublessor for the duration of the Sublease and applied in accordance with applicable NSW tenancy laws.

Clause 6 – Use of Premises

The Sublessee shall use the Premises solely for residential purposes and shall comply with all laws, regulations, and terms of the Head Lease applicable to the Premises.

Clause 7 – Maintenance and Repairs

The Sublessee shall keep the Premises reasonably clean and notify the Sublessor promptly of any damage or required repairs. The Sublessor shall maintain the Premises in accordance with the Head Lease and NSW tenancy legislation.

Clause 8 – Utilities and Outgoings

Unless otherwise agreed in writing, the Sublessee shall be responsible for payment of utilities and outgoings associated with the Premises during the Term.

Clause 9 – Assignment and Subletting

The Sublessee shall not assign, sublet, or part with possession of the Premises without the prior written consent of the Sublessor and in compliance with the Head Lease.

Clause 10 – Compliance with Head Lease

The Sublessor and Sublessee agree that this Sublease is subject to all terms and conditions of the Head Lease, and the Sublessee shall comply with all obligations under the Head Lease as if it were a party thereto.

Clause 11 – Entry and Inspection

The Sublessor may enter the Premises to inspect or carry out repairs with reasonable notice to the Sublessee, consistent with legal requirements.

Clause 12 – Default

If the Sublessee breaches any term of this Agreement or the Head Lease and fails to remedy the breach within the specified time after notice, the Sublessor may terminate this Sublease in accordance with applicable laws.

Clause 13 – Indemnity and Liability

The Sublessee indemnifies the Sublessor against all claims, losses, or damages arising from the Sublessee's use of the Premises, except to the extent caused by the Sublessor's negligence or breach.

Clause 14 – Notices

All notices under this Agreement must be in writing and delivered personally, by post, or by email to the addresses specified by the parties.

Clause 15 – Governing Law

This Agreement is governed by the laws of New South Wales, Australia. The parties submit to the jurisdiction of its courts.

Clause 16 – Entire Agreement

This Agreement contains the entire understanding between the parties relating to the Sublease and supersedes all prior agreements and understandings.

Clause 17 – Amendments

Any amendment to this Agreement must be in writing and signed by both parties.

Clause 18 – Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 19 – Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original but all constitute one and the same instrument.

Clause 20 – Signatures

The parties have executed this Sublease Agreement as of the date first written above.

Sublessor's Signature

Sublessee's Signature

Signature: _____

Signature: _____

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