

Sublease Packet and Procedure

First Site has put this packet together to give you all the information you will need before deciding to sublease your part of the signed lease. In order to sublease, the apartment account must have a balance of zero. **There is a \$125.00 fee for all subleases, which is paid when all paperwork is turned in.** The lease is a joint lease and both parties will be responsible if First Site has to take legal action to collect any part of the lease. The sublessee is taking the apartment "as is" and any existing damage that the apartment will be charged for at the end of the lease term becomes the sublessee's responsibility as well. **The sublessee is accepting responsibility and agreeing to all the terms and conditions under the original lease by signing the sublease agreement form.** Since all leases are joint, all individuals on the original lease must agree to a sublease. If for some reason one or all do not want to sign the sublease agreement form, First Site may not honor the sublease. By signing the sublease agreement, this does not remove the original person from the signed lease. **No paperwork or sublease fee will be accepted in the office until all the paperwork is complete.**

Below is an explanation on how to fill in the blanks on the paperwork.

Sublease Agreement:

1. The apartment address.
2. The person who wants to live in the apartment and the person who is currently listed on the original lease.
3. Signature from the new person which will live in the apartment and date.
4. The amount of the security deposit that was paid at the time of the lease signing, and the person who originally signed the lease. Then, who the deposit will be refunded to at the end of the lease.
5. The date that this agreement will go in effect.
6. Signature from everyone who originally signed the lease.

Student Information Sheet:

This is to be completed by the sublessee. For on-campus subleases only. For our residential off-campus apartments you must complete a residential application and complete the qualifying process.

Guaranty of Lease:

This form is required by all residents residing in our on-campus apartments. This form needs to be completed and stamped in front of a NOTARY. The guaranty can be signed by anyone who is a parent or guardian. For our residential off-campus apartments you must complete a residential application and complete the qualifying process.

Apartment being sublet _____

I, _____, am subletting from _____ for the above location. **I have been given a copy of the original lease and am aware that I will be responsible for rent and all other fees as set forth in the original lease.** I do hereby agree to be bound by all terms and conditions set forth in the original attached lease. This included any and all balances that are or may come due under the lease. I further understand that I am taking the apartment as is.

Signature _____

Date _____

The amount of \$_____ (Security Deposit) is being paid to _____ (original signer) the security deposit for the above mentioned apartment and is to be refunded to _____ (New Signer – Person who will Sublease) at the end of the lease less any damages and unpaid rent and/or fees.

PLEASE NOTE: This form must be signed by all persons that have signed the original lease and must be included with this addendum showing that they have knowledge and approve of the person subletting the above mentioned apartment. If the sublessee defaults prior to the end of the current lease term, the original lessees can and will be held liable.

We, the below, signed and agree on this day, _____, to let _____ sublet the above-mentioned apartment.

Resident: _____

Resident: _____

Resident: _____

Resident: _____

STUDENT INFORMATION SHEET

(On-Campus Application) (New Resident)

PLEASE PRINT CLEARLY & COMPLETE EACH SECTION

DATE _____

NEW APARTMENT ADDRESS _____

FIRST NAME MIDDLE INITIAL LAST NAME

YEAR IN SCHOOL (Fall 2011) (CIRCLE ONE): FRESH SOPH JR. SR. GRAD STUDENT

PRESENT LOCAL ADDRESS _____

Cell Phone# _____ Apt. or Dorm Phone# _____

E-MAIL _____ (used mainly for reminders in reference to your lease and/or apartment)

SOCIAL SECURITY NUMBER DRIVER'S LICENSE BIRTHDATE

EXPECTED GRADUATION DATE _____

PARENT NAME/GAURANTOR NAME (Person who will co-sign for you):

PARENT ADDRESS: Street _____

City _____ State _____ Zip _____

PARENT Cell PHONE # _____ PARENT Home PHONE # _____

PARENT Work PHONE # _____ PARENT E-mail: _____

How did you hear about First Site: _____

What did you like the most about the apartment you chose? _____

Are you in a sorority or fraternity? If yes, which one? _____

SIGNATURE _____

LEASING AGENT _____

*COPY OF DRIVER'S LICENSE/STUDENT ID

(Office use Only) Code:

Guaranty of Lease

LEASE GUARANTY BY PARENT(S)/GUARDIAN(S)

I. Identification of Parties: First Site, LTD (agent of owner) herein after referred to as Lessor and _____ (Residents Name) (Lessee) have entered into or are preparing to enter into a lease for the apartment/resident described as: _____ (Apartment Address), Normal, IL. 61761.

A condition of the lease requires the Lessee to provide a third party guarantor to guaranty his/her lease.

- 2. Now therefore in consideration of the Lessor entering into, executing and delivering the attached lease, the Guarantor(s) agree as follows:
 - A. Guarantor has examined, approved and is fully familiar with all terms, conditions and covenants of the lease.
 - B. Guarantor hereby accepts responsibility for full payment of Lessee's obligation for the amounts due under the lease including any damages, late fees, and attorney fees which may become due pursuant to the lease.
 - C. Except as set forth in this agreement, this guaranty is primary, absolute and unconditional and shall not be released, discharged, mitigated, impaired or affected by any modifications of the lease or by a waiver of or failure by the Lessor to enforce any of the terms, covenants and conditions of the lease, or by any extension of time or indulgence extended by Lessor to the Lessee.
 - D. Lessor may proceed directly against Guarantor under this agreement without being required to proceed against Lessee under lease or to exhaust any other rights or limitations and the Guarantor shall be considered to be a co-signer under the lease.
 - E. Guarantor's liability under this agreement shall not be deemed to be waived, released, discharged, mitigated, impaired or affected by reason of the filing or the discharge by the Lessee in any bankruptcy, reorganization or insolvency proceedings.
 - F. This agreement shall not be changed or terminated orally.
 - G. Lessor may pursue its remedies under this agreement concurrently with or independently of any such action or proceeding against the Lessee under the lease.
 - H. This agreement shall inure to the benefit of Lessor, his distributives, personal representatives, successors and assigns, and shall be binding upon guarantor(s), their successors and assigns.

IN WITNESS WHEREOF, Guarantor has executed this Agreement this ____ day of _____, ____.

Guarantor (Please Print)

Guarantor (Please Print)

Street Address

Street Address

City, State & Zip

City, State & Zip

Home Phone E-Mail

Home Phone E-Mail

Work Phone

Work Phone

Guarantor Signature

Guarantor Signature

***Only one Guarantor Required**

SWORN TO AND SUBSCRIBED BEFORE THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES (DATE)

THIS DOCUMENT MUST BE NOTARIZED

Lessor reserves all recourse, civil or criminal, in the event of a false or forged execution hereof. Further, this agreement shall remain in effect until all payments due under subsequent leases which Lessee has entered into with Lessor.