

Family Owned and Operated

CONDITIONS OF SUBLEASING

The following are the Conditions of Subleasing for current residents ("Lessee(s)") Burnham Rentals, Burnham Rentals, LLC and Burnham Place Apartments, LLC ("Lessor").

- 1. Lessee(s) who wish to sublease rental units must notify the Lessor in writing of their intent to sublease. Lessee(s) may advertise and identify prospective Sublessee(s). It is not responsibility of the Lessor to identify potential Sublessee(s). In rental units with more than one Lessee, all Lessees must agree with the selection of a Sublessee.
- 2. The Lessor reserves the right to charge a \$75 subleasing fee.
- 3. A rental unit may only be subleased once during the lease term regardless of the number of Lessees.
- 4. Prospective Sublessee(s) must submit a Burnham Rentals application. If the Sublessee(s) is/are approved, a meeting between the Lessee(s), the Sublessee(s) and the Lessor will take place to outline arrangements; which include rent payments, apartment cleaning, professional carpet cleaning, disconnection/transfer of utilities and scheduling the final check-out inspection with the Lessor. The Lessee(s) and the Sublessee(s), not the Lessor, will coordinate the transfer of utilities.
- 5. Separate sublease agreements developed between the Lessee(s) and the Sublessee(s) are acceptable; however, the Lessor is not subject to the conditions and terms established in separate agreements. If such arrangements are made, copies of the agreements should be provided to the Lessor.
- 6. Sublessee(s) will sign the original lease and post a damage deposit equivalent to one month's rent, or the portion of the monthly rent assigned to the Lessee(s). The original Lessee's(s') deposit will be kept through the term of the original lease. The Lessee(s) and Sublessee(s) maintain responsibility for the rental unit as per the terms of the lease.
- 7. If a subsidy/discount rent arrangement is made, the subsidy difference must be paid in full before the original Lessee(s) vacate(s) the rental unit. **All rent payments are to be paid directly to the Lessor.**
- 8. A check-in/check-out inspection is not required by the City of Bloomington Housing Code for subleases. A copy of the Lessee's(s') check-in sheet will be provided to the Sublessee(s) upon request. If the Sublessee(s) suspect(s) damages or other problems with the rental unit from the original Lessee(s), the Lessor must be notified in writing within five (5) days of taking possession of the rental unit. Failure to notify the Lessor of damages will result in any charges being assessed to the Sublessee(s).
- 9. If the Sublessee(s) signs a lease to continue for the next rental period, a complete check-out/check-in of the rental unit will occur when occupancy transfers from the Lessee(s) to the Sublessee(s). All check-out policies and procedures will apply.
- 10. If the rental unit is subleased for any term during the contract and the original Lessee(s) renews for another term in the same unit, the original Lessee(s) will advise Burnham Rentals of any damages caused by Sublessee(s). Original Lessee(s) must advise Lessor within 10 days of retaking possession of the rental unit of any damages caused by Sublessee(s). If this does not occur, Sublessee's(s') deposit will be refunded in full and original Lessee(s) will be held responsible for all damages.