

# HOLTON MOUNTAIN RENTALS

## SUBLET & ASSIGNMENT AUTHORIZATION

### Authorization & Request by Tenant to Sublet and/or Assign Lease Contract

This form is a multipurpose form to be used with the HMR Joint Lease Contract, Individual Lease Contract, Joint Sub-lease Contract and Individual Sub-lease Contract. Wherever the words "Lease Contract" appear in this Authorization & Request by Tenant to Sublet and/or Assign Lease Contract form, the appropriate words "Individual Lease Contract" or "Sub-lease Contract", or "Individual Sub-lease Contract" are to be substituted for the words "Lease Contract". Also, wherever appropriate substitute the word "Sub-tenant" for "Tenant".

Tenant understands that if they move out prior to the end of the Lease Contract, or fails to move in, they are responsible for finding a suitable replacement tenant(s) to take over the Lease Contract, and if they do not do this, they are responsible for paying all rent, other expenses etc. until a suitable replacement tenant(s) can be found as stated in "Assignment" (Article II, Section 4) of Tenant's Lease Contract and as repeated below.

**4. Assignment:** *Tenant shall not assign, sublet, be released from or otherwise transfer his interest in this Lease Contract, or any part thereof, without the written consent of Landlord. Such consent may be withheld in the sole and absolute discretion of Landlord. If Tenant desires to have his dwelling unit leased to a replacement tenant, sub-tenant, etc. but is unable or unwilling to locate a suitable replacement tenant, sub-tenant, etc. who is willing to pay the original monthly rental amount provided herein, Landlord may at Landlord's option assist Tenant in finding a replacement tenant, sub-tenant, etc. at Tenant's sole cost and expense. However, Landlord does not guarantee that one can or will be found, or that a suitable replacement tenant, sub-tenant, etc. will pay the full rental amount. Tenant authorizes Landlord to negotiate rental amounts and rental periods with replacement tenant, sub-tenant, etc. Even if a replacement tenant, sub-tenant, etc. is found, Tenant will nevertheless continue to be liable for making sure the full rent is paid as stated in the original Lease Contract, if the replacement tenant, sub-tenant, etc. does not pay it. Tenant continues to be liable for all other lease obligations throughout the remaining term of the Lease Contract, and Landlord can continue to hold Tenant's security deposit on account regardless of whether or not the replacement tenant, sub-tenant, etc. is required to pay a security deposit. Landlord shall apply either or both of replacement tenant's, sub-tenant's, etc. security deposit and/or Tenant's security deposit at his discretion to cover any and all damages etc., including but not limited to, unpaid monies that are allowed under Lease Contract.*

*Tenant, replacement tenant and sub-tenant, etc. are liable and responsible for any damages in excess of any security deposits. To simplify monthly rental payments, Landlord reserves the right to accept rent payments directly from replacement tenant, sub-tenant, etc. Tenant is responsible for paying Landlord any past due unpaid monies, including rent owed by replacement tenant, sub-tenant, etc. to Landlord, unless Tenant has been released from Lease Contract.*

*The following is needed for Landlord to consider releasing Tenant from Lease Contract: 1) all documentation required by Landlord to release current Tenant; 2) a suitable replacement tenant found that meets the leasing requirements of Landlord; 3) written approval of said replacement tenant by all other Tenants on Lease Contract. Provided these conditions are met, Landlord agrees to give serious consideration to releasing Tenant in writing from Lease Contract. Release would be conditional upon replacement tenant signing a Lease Contract for dwelling unit to take Tenant's place. Said release would also be conditional upon Tenant paying any damages, fees, charges, fines, rents, etc. that are due and meeting all responsibilities under this Lease Contract. If, in order to find a replacement tenant, sub-tenant, etc., and even though Tenant's Lease Contract holds all Tenants jointly and severally liable, the replacement tenant's, sub-tenant's, etc., rent is reduced to a lower rental rate than Tenant's share of the rent after being split with any other Tenants as stated on Lease Contract. Tenant is then responsible for paying the difference between the lower monthly rental amount and Tenant's regular monthly rental amount for the remainder of Lease Contract term. Payment of any difference in rent for the remainder of Lease Contract term is to be paid by Tenant being released, before Tenant is released from Lease Contract.*

I understand that any ads Holton Mountain Rentals runs on my behalf will be paid for by me and that Holton Mountain Rentals will charge me for Landlord's time and effort in the re-renting of the dwelling unit (this includes answering the phone and showing the dwelling unit, redoing all necessary paperwork, etc.).

I understand that I am requesting to be released or sublet and/or assign my Lease Contract and give Landlord, Holton Mountain Rentals, the authority to release me from my Lease Contract or sublet and/or assign my unit at their sole discretion.

I, \_\_\_\_\_, tenant in the dwelling unit listed below request that Holton Mountain Rentals as agent for the Owners/Landlord to sublet and/or assign my dwelling unit and agree to the terms listed above.

I can vacate by, \_\_\_\_\_

\_\_\_\_\_ The entire dwelling unit will be empty, my roommate(s) (if applicable) are also requesting to be released from the Lease Contract.

\_\_\_\_\_ Some or all of my roommates will be staying, I understand that any remaining roommates on my Lease Contract must be willing to either agree to release me from the Lease Contract or to add a sublessor in my place.

Requesting Tenant's Full Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Complex Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_