

Dear residents and guarantors,

Subleasing and lease assignment are not rights but rather privileges that may be granted to you under the lease agreement. It is the sole determination of your Landlord to allow you to sublease or assign your Lease. In order for your request to be considered you must first be a tenant in good standing, meaning all rents and fees have been paid and your account is current. In addition, certain additional policies and procedures apply. We advise you to thoroughly review your Lease section 11 and the Resident Policy Guide pages (8) prior to attempting to sublease or assign your lease. Failure to obtain the proper approvals and allowing access to the townhome by a third party for the purposes of subleasing or assignment is a serious violation of the lease that may even threaten the safety and welfare of the residents remaining in the townhome. As a result, a minimum fine of \$150 will be assessed, and where deemed necessary the locks will be changed, a \$75.00 lock change fee will be charged to the violating tenant and new keys will be redistributed. In addition, subleasing or assignment rights will be revoked.

First and foremost, since a change in occupancy will result in a change in the original make-up of the group of residents residing in the townhome, we advise you to communicate your intentions from the beginning to your roommates. After all, they will be the ones living with the person you choose to sublease or assign your lease to. Keep in mind, we require roommate approval through a signed approval form (a copy of which is attached). In most instances, your roommates will want some sort of communication with prospective tenants so be sure to allow ample time for this to occur. While your roommates cannot unreasonably withhold a sublease or assignment to a person who meets the general criteria of the group, expecting them to approve something overnight or within hours is not reasonable on your part either. **To be clear, it is your responsibility, not our offices responsibility, to gather roommate approvals.** It is our experience that when you openly and honestly communicate your intentions with your roommates, and gain their support and assistance in helping you find a suitable replacement, that you will have the most success!

There are many resources for finding a subtenant or replacement tenant. They include but are not limited to the following:

1. JMU off-campus housing website-<http://web.jmu.edu/ocl>
2. The Breeze-classifieds paper and online
3. Your Facebook Pages
4. Pheasant Run Roommate Bulletin Board-<http://pheasantrun.net/roommates>
5. EMU Bulletin Board-include address-www.emu.edu/eclassifieds
6. Craigslist
7. Networking with friends, department heads, etc.

Be advised that housing is readily available to students in the area, so making your offer very competitive by offering incentives or rent discounts will be something that will definitely assist you with inquiries. Also, posting availability in advance, and responding immediately to requests by coordinating access to your townhome and/or communication with roommates, will aid in your efforts even further. Be proactive and responsive to our office and your inquiries, and the likelihood of placement is even greater.

Attached you will find the detailed sublease and lease assignment packet. This packet includes a checklist for subleasing and lease assignments, a roommate approval form, a sample sublease agreement, a lease application in the case of lease assignment, and a roommate profile form. We highly recommend you complete the profile form immediately and return it to our office so that we can start distributing this to any prospective resident who contacts our office. As soon as a sublease or lease assignment is secured, you will need to complete the approval forms and submit them to the office. In the case of a lease assignment, the lease application must be completed by the new tenant and a new lease will need to be processed for them. Once the new lease is signed by both the replacement tenant and their guarantor and all necessary deposits have been paid, we will then process your release. Should you have any questions regarding this process do not hesitate to call or email us. We hope this information is informative and helpful to you.

Good luck in your search!

Your Pheasant Run Management Team

HOW TO GO ABOUT SUBLEASING

- ✓ Your roommates must approve of your subtenant. Inform your roommates of your intent to sublease your room and resolve any issues that may arise before seeking the office's/your owners' permission to sublease. Collect the roommates' signatures on the sublease approval form. Turn form in to office for final approval.
- ✓ You must also obtain written permission from the office/your owner prior to subleasing. Contact the office to ask what fees may be involved in subleasing your townhome/room (refer to your lease and resident policy guide for clarification).
- ✓ All outstanding rent and damage charges must be paid in full prior to sublease approval by owner.
- ✓ Once permission to sublease is granted, contact the office/your owner and notify them of the name and phone number for the subtenant. Provide the office/your owner with your contact information during the sublease term.
- ✓ **YOU** will still be responsible for paying your monthly rent and the subtenant will pay you. The office will not accept rental payments from your subtenant.
- ✓ Remember that **YOU** are still responsible for your lease and the condition of the townhome. **Approval may be revoked** at anytime if violations of the lease occur and cannot be resolved with you, your subtenant and the other tenants residing in the townhome.
- ✓ Use a written agreement: see the Sample Sublease Agreement in the leasing section of your New Home Guide. Make sure all parties to the Sublease Agreement receive copies of the signed agreement.
- ✓ Attach a copy of **YOUR** original lease and the Resident Policy Guide.
- ✓ You and your subtenant should inventory the condition of your bedroom and the townhome before the sublease term begins. Prepare a list of any items noted during this time, and make sure all parties to the sublease agreement receive copies.
- ✓ Arrange financial responsibilities with care. Be sure to address the payment of utilities in your agreement.
- ✓ Decide if the subtenant will pay for the security deposit and/or the last month's rent.
- ✓ Obtain a security deposit from the subtenant to protect you from any damage costs during the sublease term.
- ✓ Synchronize sublet term with your lease term, and make sure that the sublease term is NOT longer than your original lease. Leases at Pheasant Run expire at 12 noon on August 3rd
- ✓ Get a reference for the subtenant with address and phone number.
- ✓ Consider having the subtenant's parent guarantor sign the sublease agreement as well

SAMPLE SUBLEASE AGREEMENT

This is a sample sublease agreement downloaded from the Off-Campus Living website at JMU. JMU and Pheasant Run are not responsible for any damages arising from any errors or omissions made herein. Please see the "How To Go About Subleasing" checklist above before you consider subleasing your room or the townhome. If you have any questions contact the office at 801-0660. A copy should be made for both the Tenant and Subtenant's reference.

It is agreed between _____ (Tenant: person leaving)
and _____ (Subtenant: person taking over)

To sublease the premises located at
(Pheasant Run Address, Harrisonburg, VA 22801):

For the period beginning _____ and ending _____ the subtenant agrees to:

- 1) A security deposit of \$_____ is to be paid in full to _____ (Your name) by the date of _____. The deposit, less any damages, will be refunded within _____ days of the sublease expiration. An initial inventory of conditions of the room and common areas to be rented, will be completed by both parties prior to the start of the sublease term. This inventory will be used to assess damages that may have occurred during the sublease term.
- 2) The rent shall be \$_____ monthly payable to _____ (Your name) no later than the date of _____. A late fee of _____ will be applied to all past due amounts on the _____.
- 3) Subtenant is responsible for the following utilities _____ (specify). The utilities will be in _____'s name and payment will be made to _____ no later than the date of _____.
- 4) He/She assumes full liability for any damage caused during the period stated above to any personal items or permanent fixtures.
- 5) A copy of the original lease and the Resident Policy Guide are attached to this agreement and incorporated herein. The subtenant agrees to abide by all terms and conditions of the original lease and all attachments thereto.

Signatures: All parties to this agreement must sign and print their name(s) below, include the date and provide your permanent address and permanent phone number in the space provided.

Subtenant: _____

Guarantor: _____

Original Tenant: _____

Guarantor: _____

Pheasant Run Townhomes
321 Pheasant Run Circle
Harrisonburg, VA 22801
540-801-066/877-266-7786
www.PheasantRun.net

Roommate Approval Form

Lease Date _____
Tenant Name _____ PR Address: _____
Name of temporary/permanent replacement tenant _____
Address _____
Cell phone _____
Email _____
Emergency Contact _____

A. _____ I intend to Sublease by room. The sublease term shall begin _____, and end _____

In the case of a Sublease, Tenant understands that he/she shall continue to pay rent as required by the Lease and that Pheasant Run/your Landlord cannot accept rental payment from the subtenant. Additionally, tenant understands that he/she remains responsible for all terms and condition of the lease, community policies, and any damage that may occur during the sublease term. Tenant has provided their sublessor with a copy of his/her lease and the Resident Policy Guide. Where violations of the Lease and/or Resident Policy Guide occur by the sublessor and cannot be resolved to the satisfaction of Pheasant Run/your Landlord, and the other tenant's occupying the above address, Tenant understands the Owner reserves the right to revoke all sublease privileges immediately and upon occurrence. Prior to sublease approval, the Tenant must be in good standing, i.e., all rents and maintenance fees must be paid.

B. _____ I intend to Assign my Lease to a replacement tenant for the balance of my lease term beginning _____ and ending _____

In the case of lease assignment, the new tenant shall complete a lease application and a new lease shall be processed. Once all balances have been paid in full by the new tenant, our office will process a release for the current tenant. Where occupancy has occurred, a \$150.00 lease assignment is due and shall be deducted from the current tenant's security deposit. The non-refundable cleaning fee shall be transferred over to the replacement tenant who shall assume the condition of the room and townhome common areas in the "As Is" condition less any pre-existing damage documented on their Move-In Inventory of Conditions form(s). Where occupancy is yet to occur, a \$100.00 lease assignment/administrative fee shall be applied. This shall also be deducted from the deposit, and the balance of the deposit and any non-refundable cleaning fees paid shall be fully refunded to the current tenant.

C. As a condition of sublease/assignment approval, current tenants must be in good standing with all rent, maintenance charges and other fees paid in full. Additionally, roommates of the current tenant must be informed of your intent to sublease/assign your lease, and they must further agree to the person selected to temporarily/permanently replace you in the townhome has witnessed below by their signature(s). **It is up to the current tenant, not the office and/or your Landlord to gather roommate approvals.** Granting a sublease/lease assignment without the proper approval of the Pheasant Run office and/or your Landlord and your roommates, and/or allowing unauthorized third party access to the townhome for the purposes of subleasing/lease assignment, will result in an automatic fine of \$150. Where necessary and at the Landlord's option the locks shall be changed at the violator's expense, new keys shall be issued and a \$75 lock change fee shall apply, and any future sublease/assignment privileges will be revoked.

D. Roommate Approval: The residents of aforementioned address have been informed of our roommate's intent to sublease/assign their lease for the specified term noted above and we approve of the new individual's access to the townhome.

| Printed Name | Signature | Date |
|--------------|-----------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Sublease/Lease Assignment will be granted: _____

Sublease/Lease Assignment will not be granted: _____