

# Free sublease contract template for Germany



We're happy to provide this sub-lease contract template free of charge.

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**Your specialist for furnished apartments & temporary housing in Germany.**

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# Sublease Contract for Germany

## I Parties to the contract, contact persons & residents

### Landlord / sublettor

First & last name	
Address	
Phone (private)	
Mobile	
Phone (office)	
E-mail	

### Substitute of Landlord / sublettor

First & last name	
Address	
Phone (private)	
Mobile	
Phone (office)	
E-mail	

### Subtenant

First & last name	
Address	
Phone (private)	
Mobile	
Phone (office)	
E-mail	

### House owner / administration

Company	
First & last name	
Address	
Phone (private)	
Mobile	
Phone (office)	
E-mail	

### Further residents

First & last name		Date of birth	
First & last name		Date of birth	
First & last name		Date of birth	
First & last name		Date of birth	

## II Object & estate (tick applicable items and add items if necessary)

<input type="checkbox"/>	room apartment	on	<input type="text"/>	floor	<input type="text"/>
<input type="checkbox"/>	room house	Estate (address)			
Other object		<input type="text"/>			
For use / sharing (tick applicable items, cross out non-applicable items)					
<input type="checkbox"/>	Garden and / or patio	<input type="checkbox"/>	for shared use with	<input type="text"/>	
<input type="checkbox"/>	Parking facilities/garage	<input type="checkbox"/>	for shared use with	<input type="text"/>	
<input type="checkbox"/>	Laundry room and/or washing machine/tumble drier	<input type="checkbox"/>	for shared use with	<input type="text"/>	
<input type="checkbox"/>	Cellar	<input type="checkbox"/>	for partial use	<input type="text"/>	
The following domains are not sublet					
<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="text"/>		
<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="text"/>		
<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="text"/>		

### III Rent & deposit

The monthly rent (incl. additional property expenses) is	EURO
included advance payment for additional property expenses	EURO

The rent has to be paid to the following account in advance on each 3rd working day of the month at the very latest.

Bank		Clearing No.	
Account No./IBAN		SWIFT/BIC	
Account holder			

The first monthly rent has to be paid before the handing over of the apartment. The rent for the next months has to be paid on each 3rd working day of the month.

If the apartment is rented out for a short period (up to 2 months), then it makes sense to ask the rent for the entire rental period at once and in advance. Please tick the corresponding box if you have agreed so with the subtenant.

<input type="checkbox"/>	The rent has to be paid for the entire rental period before moving in	Total EURO
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The rent deposit consists of	EURO
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You can obtain more information including the rental surety account number from the subletter.

### IV Duration of the sublease

Please tick only one of the two options.

<input type="checkbox"/>	<b>1. Temporary sublease <i>WITHOUT</i> the possibility of giving notice</b>		
	The sublease contract begins on		(date)
	and lasts until		(date)

The sublease contract is terminated without giving notice. The possibility of a renewal is – unless both parties have agreed otherwise – excluded. The subletter relies on being able to reclaim the sublet housing space after the sublease contract has expired.

<input type="checkbox"/>	<b>2. Sublease contract for an indefinite period of time</b>		
	The sublease contract begins on		(date)
	and is rescindable with a three-month period of notice at the end of every month.		
	Earliest possible notice on (date) possible		(date)

#### Legal requirements in the case of termination

1. The subletter can only terminate the sublease contract if he has a legitimate interest in ending it. The subletter must justify the termination of contract. According to Section § 573 of the German Civil Code (BGB), a legitimate interest exists if the subletter can claim the property for his own use.
2. Termination of a residential property sublease contract must be made in writing. Periods of notice are in accordance with Section § 573c BGB.
3. Furthermore, the legal provisions for the termination of a lease contract apply.

### V Liability, rights and obligations of the subtenant

- The subtenants undertake to treat the items ceded for use (living space and furnishings) with care and consideration and to make sure that they are not interfered with or damaged. The rooms, including furniture, shall be left in the same condition in which they were found.
- In the case of a conclusion of an apartment hand-over protocol, the conclusion shall be included in this contract.
- The property is to be used exclusively for residential purposes. Excluded from this are activities without external impact (without receiving customers), such as occasional use as a home office.
- Instructions concerning the house rules from the owner, the administration as well as from the janitor must be followed.
- The keeping of pets requires a permit. Subtenants who want to keep a pet must request the permit from the subletter in writing before the contract is concluded resp. before bringing in the pet.
- If the subtenants are absent for a longer period of time, they must ensure that the housing space is accessible by giving a key to a trusted third party. This third party must be known to the owner respectively administration (and ideally to the janitor).
- If founded complaints are made by the other tenants of the building, by the owner, the administration, or by the janitor, then the subletter is entitled to give premature notice.

## V Liability, rights and obligations of the subtenant (continuation)

- If the property is damaged, the subtenants must immediately inform the subletter or his substitute. In urgent cases, the owner, the administration or the janitor must be notified. The subtenants are held responsible for damages which occur from belated notification.
- As the main tenant, the subletter retains custody of the rental property. A key remains in the possession of the subletter to ensure access to the rental property. The subletter announces any visits to the property in good time.
- The subletter continues to use the property for his own purposes during the sublease by leaving his personal possessions and furniture in the property's rooms. They are not permitted to be removed by the subtenant.
- The subtenant is liable to the subletter for all obligations stated in the sublease contract (rent payments, damage, etc.). If there is more than one subtenant, these subtenants shall be jointly liable.
- If the subtenant is given access to the sublessor's Internet connection, the subtenant undertakes to adhere to applicable law when using the Internet and acknowledges that the use of the Internet network is at their own risk and that the sublessor accepts no liability for potential consequences of Internet use (e.g. transfer of harmful software, etc.). The subtenants are responsible and must cover costs incurred for data transferred via the Internet network provided, fee-paying services used via said network and transactions performed. You should also ensure your subtenant does not use the Internet network to access or disseminate indecent or illegal content, violate copyright laws and, particularly in this context, use any file sharing networks which violate copyright laws.

## VI Furnishing & keys

The housing space is furnished with the following furniture (brief description of the inventory):


**Keys** (tick applicable items)

<input type="checkbox"/>	See apartment hand-over protocol	<input type="checkbox"/>	Will be handed out on the hand-over of the apartment
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The subtenant is not allowed to make duplicate keys or hide or "safeguard" them. If a key or several keys are lost, then the subletter is entitled to change the locks in question and charge the subtenant for the new locks and keys.

## VII Cleaning

The basic rule is that the apartment is given back in the same state of cleanliness in which it was received. The varying standards of cleanliness are therefore valid when an apartment is handed over and when it is given back.

<input type="checkbox"/>	<b>Standard</b>	Whole apartment, windows, balcony etc. thoroughly cleaned (recommended)
<input type="checkbox"/>	<b>Complete cleaning</b>	Degree of cleanliness the same as with a normal apartment hand-over; whole apartment, windows, balconies, screens, cellar etc. very clean
<input type="checkbox"/>	<b>Well-swept</b>	Vacuum-cleaning, cleaning of kitchen, bathroom and toilet, waste disposal
<input type="checkbox"/>	<b>Other</b>	

**Cleaning when the apartment is given back will be done by the**

**Charging the subtenant for the cleaning costs**

<input type="checkbox"/>	Subtenant
<input type="checkbox"/>	Subletter
<input type="checkbox"/>	Cleaning company

<input type="checkbox"/>	No charges if the housing space is clean
<input type="checkbox"/>	All-inclusive <input type="checkbox"/> EURO
<input type="checkbox"/>	On a time and material basis

## VIII Binding to the main rental lease contract

This sublease contract is bound to the conditions of the main lease contract. All rights and obligations arising from the main lease contract apply equally to the sublease contract unless anything to the contrary is agreed in this sublease contract. Any increases in rent must be documented in writing.

## IX Further agreements


## X Validity

**Procedure in the case of a non-immediate signing of the sublease contract** (e.g. if the contract is mailed)

### 1. If the subletter signs the contract first

If this contract is not signed immediately by both parties, then the contract signed by the subletter is valid as an offer to conclude a sublease contract until the date indicated on the right:

Offer valid until

If the subletter does not receive the countersigned contract by this date, then the subletter is not bound by the contract anymore.

If the sublease contract signed by the subtenant reaches the subletter behind schedule, then the subletter notifies the subtenant within five work days that he/she has refused the validity of the sublease contract due to the delayed signature or delivery. However, he/she is entitled to accept the sublease contract even if it is delayed.

### 2. If the subtenant signs the contract first

If this contract is not signed immediately by both parties, the contract signed by the subtenant is valid as an offer to conclude a sublease contract until the date indicated on the right:

Offer valid until

If the subtenant does not receive the countersigned contract by this date, then the subtenant is not bound by the contract anymore.

If the sublease contract signed by the subletter reaches the subtenant behind schedule, then the subtenant notifies the subletter within five work days that he/she has refused the validity of the sublease contract due to the delayed signature or delivery. However, he/she is entitled to accept the sublease contract even if it is delayed.

## XI Place of jurisdiction & applicable law

The place of jurisdiction is located at the place of the rental object. As far as this contract does not stipulate otherwise, the German Civil Code (BGB) is valid.

## XII Signatures

Subletter	
Names	
Names	
Place and date	

Subtenant/s	
Names	
Names	
Place and date	

## Instructions for filling out the sublease contract

Please read our "Tips & Tricks for subletting" as well as the section "The right way to sublet" on our page [www.tempoflat.de](http://www.tempoflat.de).

### >> The right way to sublet

#### Point I: Parties to the contract, contact persons & residents

Fill in the complete address, phone numbers and e-mail addresses of subletter, subtenants and possible substitutes. If the subtenant does not have a stable address in Germany then it is recommended to demand a copy of his/her ID as well as the address of his/her employer in Germany.

Please also mention the names of every cohabitant.

Inform your substitute about his/her competences and give him/her a copy of the sublease contract.

#### Point II: Object & estate

Here, you should state which housing space exactly is being sublet (for example, "three-room apartment, third floor on the left"), where the estate is (address and administration of the estate), what can be used and how you want to hand over the keys. Be clear if you are only subletting parts of the apartment, and reduce the rent on a pro-rata basis.

#### Point III: Rent & deposit

Fill in the rent amount (incl. additional property charges) and decide how the money should be paid. Indicate then the amount of the advance payment for additional property charges.

#### Point IV: Duration of the sublease contract

Indicate with a cross which type of sublease you have in mind; either a temporary sublease contract or a sublease contract for an indefinite period of time. As a rule, sublease contracts for a definite period of time are not rescindable. For unlimited sublease contracts it is possible to define the earliest possible date for giving notice. That way, you can ensure that a minimal duration of the contract will be guaranteed.

#### Point V: Liability, rights and obligations of the subtenants

You can either add or cancel terms under this point.

#### Point VI: Furnishing & keys

Here, the furnishing should be described briefly, so that the subtenant knows how the apartment is furnished when he/she arrives. A detailed list of the existing furnishing and its condition can be compiled with the help of the apartment transfer protocol (available for free on [www.tempoflat.de](http://www.tempoflat.de)) while giving over the apartment.

### >> Downloads

#### Point VII: Cleaning

Agree on how you intend to clean the apartment when you give it back. The "standard" option is most common. It might be useful to inform people who do not reside in Germany on cleaning-related customs.

#### Point VIII: Main tenancy agreement and binding (cannot be modified)

#### Point IX: Further agreements

This point will help you to record further agreements, such as "water plants" or "no domestic animals" etc.

#### Point X: Validity

Carefully ensure that the first payment arrives on time. React within due time if this is not the case.

If you do not sign the contract in the presence of both parties, then it is important to set time limits which state very clearly for how long you or the subtenant are bound to the offer. It is also important that you react within due time if the countersigned contracts do not arrive on time.

#### Point XI: Place of jurisdiction & applicable law (cannot be modified)

### XII Signatures

Please make sure that the contract which you keep displays the original signatures of all members of the other party (joint liability). Do not keep the original in the housing space which you are subletting.