University of Wisconsin – Madison

Division of University Housing – University Apartments

**GUIDELINES FOR SUBLEASING YOUR APARTMENT**

University Apartments residents are permitted to sublet their apartments to other eligible individual(s) for a maximum period of six months with written consent of the Division. **All sublets must be approved, in advance, by the Leasing Coordinator or Director of Leasing.** Unapproved sublets will not be recognized by the Division and are considered to be a lease violation. Residents who wish to sublet their apartment during the academic year must provide written confirmation from their department verifying both that they will be on a University approved leave and the resident’s expected return to campus. Residents are not required to submit department approval for sublets during the summer months.

The resident will continue to be the leaseholder for the apartment throughout the sublet period, and as such, will be the person responsible to the Division for any damages to the apartment and/or premises caused by the sublessee. The leaseholder will also continue to be the person responsible to the Division for rental payments and any charges applied to the leaseholder’s Housing accounts. Rent charges, including late fees will be posted to the leaseholder’s lease account. Any charges for key or other purchases, program fees or paid parking will be invoiced to the leaseholder’s account.

Residents may not offer hotel or hostel housing arrangements for travelers or outside parties; ex. Airbnb. Such arrangements are in violation of the lease terms and conditions pertaining to both “Subleasing” and “Solicitation and Commercial Activities”.

Residents who have submitted a Lease Termination form, terminating their University Apartments lease, and residents who are scheduled to be released from the lease agreement under the terms of the Roommate Policy will not be allowed to sublet their apartment.

**SUBLET PROCEDURE:**

1. Resident must locate a prospective sublessee. Sublessee must meet the **Eligibility** criteria for the specific University Apartments neighborhood and the **Occupancy Limitations** for the apartment as stated in the University Apartments Lease Terms and Conditions.
2. Resident must obtain the sublet packet of forms. Forms are available on the Division of Housing website, [www.housing.wisc.edu/apartments-resident-rules.htm](http://www.housing.wisc.edu/apartments-resident-rules.htm) and from the University Apartments Office in the Community Center, 611 Eagle Heights. If a resident wishes to sublet to two roommates, a set of forms must be completed for each sublessee. If subletting to a single of family, only one set of forms is needed.
3. Resident completes the “Notice of Intent to Sublet Apartment” form. Sublet requests require the signatures of both leaseholders if applicable.
4. Resident obtains verification of leave from department chairperson or advisor indicating the leave is approved, the length of time involved and when the resident is expected to return to his or her program. This step is only required for the sublets during the academic semesters.
5. Resident has the prospective sublessee complete the “Sublet Application for University Apartments” and “Sublease Agreement for University Apartments” forms.
6. Resident submits the completed forms and department verification (if applicable) to the Leasing Coordinator at the University Apartments Office. Forms can also be faxed to 608-265-5302, or scanned and emailed to LEASING@housing.wisc.edu. **The forms must be submitted for approval in advance of the sublet period.** It is recommended that forms be submitted a minimum of 5 working days to allow time to review eligibility of the prospective sublessee and follow-up on any questions, concerns or missing information.
7. The Leasing Coordinator or Director of Leasing will review the provided forms and will contact the resident and prospective sublessee to let them know if the sublet has been approved or denied.

**SUBLET CONSIDERATIONS AND DISCUSSION TOPICS for LEASEHOLDERS AND SUBLESSEES:**

The majority of approved sublet arrangements work smoothly and are beneficial to both the resident and the sublessee. However, as indicated in the Subleasing Guidelines, the resident requesting to sublet their apartment will continue to be the leaseholder for the apartment, and as such, will be the person responsible to the Division of Housing throughout the sublet period. It is important that the leaseholder and sublessee take the time to discuss arrangements related to the apartment before the sublet period begins. Below are some of the most important considerations when entering into a sublease arrangement:

1. SUBLET APPROVAL- Make sure the sublet is approved, and is approved in advance. Failure to obtain approval for a sublet is a lease violation on the part of the leaseholder, and could lead to termination or non-renewal of the apartment lease. Because the Division will not recognize a sublet that is not approved, an unapproved sublessee could be denied access to the apartment or building if a key is lost or if he or she is locked out of the apartment. While the leaseholder remains the responsible party during an approved sublet, approved sublessees are registered to the apartment in our database and as such are eligible for lock-out assistance, use of laundry rooms, parking permits and program and field trip participation.
2. KEYS - It is the responsibility of the leaseholder to make arrangements to provide apartment and/or mailbox keys for the sublessee. An approved sublessee would be allowed to purchase or borrow keys from the University Apartments Office in the Community Center. Keys purchased would be invoiced to the leaseholder’s personal account and keys would be counted toward the total keys issued to the leaseholder’s household. The leaseholder would be responsible for the cost of any lock core changes required or requested due to missing keys.
3. RENT PAYMENTS and OTHER CHARGES – Leaseholders and sublessees will need to discuss arrangements for payment of the rent or other charges invoiced or posted to the leaseholder’s accounts.
4. PARKING – If the leaseholder will be leaving a vehicle in University Apartments, arrangements may need to be made to secure a paid parking permit for either the leaseholder’s vehicle or the sublessee’s vehicle. Sublessees may not use visitors parking stalls if the leaseholder leaves a vehicle in the parking stall assigned to the apartment. Paid Parking charges will be posted to the leaseholder’s account with the monthly rent charges. There is also the possibility that vehicles may need to be moved due to scheduled projects such as parking lot repairs, or unscheduled/emergencies such as water main breaks or tree removal.
5. RENTER’S INSURANCE – Both parties should consider purchasing renter’s insurance or review the terms of any renter’s insurance policy they may hold.
6. STORAGE OR USE OF PROPERTY AND FURNISHINGS – Both parties should discuss what furnishings and items will remain in the apartment and what may need to be stored in the assigned storage areas or offsite. Housing will not offer use of additional storage space to either the leaseholder or the sublessee.
7. LEASE TERMS AND CONDITIONS – the leaseholder should review the lease terms and conditions with the sublessee, as any lease violations or concerns could negatively impact the leaseholder financially, or result in termination or non-renewal of the leaseholder’s lease with Housing. Reviewing the lease can help avoid unintentional problems or bad feelings between neighbors caused when a sublessee is unaware of a policy such as the smoking policy or quiet hours. Lease Terms and Conditions for each University Apartments neighborhood are available on the Housing website, or can be requested from the Leasing Coordinator by contacting LEASING@housing.wisc.edu
8. WHO TO CALL – In addition to providing their own contact information to their sublessee, leaseholders will also want to provide them with information about how to contact Housing Staff during and after office hours for assistance, how to contact emergency personnel (9-1-1) and how to call in or submit an online maintenance requests. Residents are provided with listing of University Apartments Contact Information (phone numbers, websites and emails) at apartment check in. Extra copies are available from the University Apartments Office in the Community Center.

**Questions regarding the University Apartments Subleasing Policy may be directed to the Leasing Coordinator or the Director of Leasing at the University Apartments Office, by email at** **LEASING@housing.wisc.edu** **or by phone, 608-262-2789.**

University of Wisconsin – Madison

Division of University Housing – University Apartments

**SUBLET APPLICATION FOR UNIVERSITY APARTMENTS**

***Please print clearly.***

Last Name First Name Middle Initial Birthdate Campus ID Number

Current Address

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Telephone: E-mail address

University Affiliation :

Student Postdoc Staff (Indicate Position or Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

University Department \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Have you lived in University Apartments before? Please circle one: YES NO

Name of the Leaseholder who plans to sublet to you:

Apartment Number:

Name of spouse/domestic partner who will reside with you:

Last Name First Name Middle Initial Birthdate Campus ID Number ?

Children/dependents who will live with you at least 50% time

Name Sex Birthdate

Name Sex Birthdate

Name Sex Birthdate

Name Sex Birthdate

Name Sex Birthdate

**RETURN FORMS TO: Leasing Coordinator Email: LEASING@housing.wisc.edu**

 **611 Eagle Heights FAX: 608-265-5302**

 **Madison, WI 53705 Phone: 608-262-2789**

**U**niversity of Wisconsin – Madison

Division of University Housing – University Apartments

**NOTICE OF INTENT TO SUBLET APARTMENT**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Apartment Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sublease is requested for the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental charge for apartment and furniture to be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month.

I recommend \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a sublessee.

**I understand that (please initial**):

\_\_\_\_\_\_\_\_\_\_ The sublease period may not be extended unless approved by University Apartment.

\_\_\_\_\_\_\_\_\_\_ I will be responsible for any damage to the apartment and for all rental payments.

\_\_\_\_\_\_\_\_\_\_ I am responsible for making arrangements for payment of electricity and any landline telephone service during the sublease period.

\_\_\_\_\_\_\_\_\_\_ I am responsible for coordinating parking arrangements and for issuing keys to the sublessee and I understand that any charges for key purchases or paid parking made by the sublessee will be invoiced to my Housing accounts.

\_\_\_\_\_\_\_\_\_\_ Any charges for University Apartments sponsored programs, events or field trips attended by the sublessee or sublessee’s household and/or Community Center room reservations made by the sublessee will be invoiced to my Housing accounts.

\_\_\_\_\_\_\_\_\_\_ The sublessee must complete and sign a sublease agreement, and that sublease agreement must be submitted to the University Apartments Office at the Community Center, 611 Eagle Heights, before the sublessee occupies the apartment.

**My address during the above sublease period will be:**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Leaseholder 1)

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Leaseholder 2)

**U**niversity of Wisconsin – Madison

Division of University Housing – University Apartments

**SUBLEASE AGREEMENT FOR UNIVERSITY APARTMENTS**

Apartment Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Leaseholder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have agreed to sublet the apartment indicated above,

from the current Leaseholder for the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

My student or faculty/staff status during this period will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the

Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I hereby agree to the following terms and conditions (please initial):

\_\_\_\_\_\_\_\_\_\_\_ I agree to observe all the rules and regulations of the University and the Division of University Housing, and to abide by the University Apartments lease terms and conditions.

\_\_\_\_\_\_\_\_\_\_\_ I understand that only my spouse/domestic partner/approved roommate and/or dependent children listed on my Sublet Application may reside with me in the apartment and that I may not assign or sublet said apartment or any part thereof.

\_\_\_\_\_\_\_\_\_\_\_ I understand that University Apartments furnishes heat and hot water and that I am responsible for paying all other utilities unless the present leaseholder has agreed to pay these charges

\_\_\_\_\_\_\_\_\_\_\_ I understand that I am ineligible to remain in said apartment upon discontinuation of my student status or eligibility as defined in the University Apartments Lease.

\_\_\_\_\_\_\_\_\_\_\_ I understand that I am responsible for payment of rental charges of $\_\_\_\_\_\_\_\_\_\_ per month for the apartment and furnishings to the current leaseholder. The rental payment due the University excluding any charge for furnishings may be paid either by the Leaseholder or the Sublessee.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Primary Sublessee)

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Spouse/Partner/Roommate)