



— Live like a local —

Free SUBLEASE CONTRACT template for Austria



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

If you are still looking for the right sub-tenant, simply list your property on our website free of charge:

www.tempoflat.at

The new portal for furnished apartments in Austria.

Benefit from these advantages

- **Advertise** your property for **free**
- **Communicate** with interested parties
- **Arrange viewings**

Optional

- **Security check** of your subtenant
- **Advice and troubleshooting** by the sub-lease pros
- **Tempoflat Online Contract tool**
Create your sub-/lease contract online
- Rental **payment transfer service**
We intervene in the event of late payment
- **Permission to sublet** - we support you in requesting consent from your landlord

Sublease Contract for Austria

I Parties to the contract & contact persons

Landlord / sublettor

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

Substitute of Landlord / sublettor

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

Subtenant

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

House owner / administration

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

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)			
<input type="checkbox"/>	Other object	<input type="text"/>			
The property is classified as:					
<input type="checkbox"/>	Furnishig category A	<input type="checkbox"/>	Furnishig category C		
<input type="checkbox"/>	Furnishig category B	<input type="checkbox"/>	Furnishig category D		
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"/>		

III Rent

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 26th day of the previous month at the very latest.

Bank		Bank code	
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 26th day of the previous 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

Attention if you want to sublet for a duration of more than 6 months (see instructions on the last page)

Temporary sublease *WITHOUT* the possibility of giving notice

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.

V Liability, rights and obligations of the subtenant

- The tenants 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.
- The relevant applicable house regulations must be complied with.
- If the tenants 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.
- 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.
- The landlord or a substitute may gain access to the property mentioned above. The tenant must allow the landlord to enter the housing space within a week after she has asked to access it. If the tenant refuses entry, the landlord is entitled to dissolve the lease contract without delay.
- The subletter is leaving his personal possessions and furniture in the property's rooms. They are not permitted to be removed by the tenant.
- The tenant is liable to the subletter for all obligations stated in the lease contract (rent payments, damage, etc.). If there is more than one tenant, these tenants shall be jointly liable.

VI Furnishing & keys

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

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

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

Charging the subtenant for the cleaning costs

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

VIII Binding to the main rental lease contract

This sublease contract is subject 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

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
	<input type="text"/>

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
	<input type="text"/>

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 shall be the city or town in which the rental property is located. The contractual relationship shall be subject to Austrian law.

It is expressly stated that the Law of Tenancy (Mietrechtsgesetz MRG) is not applicable to the contractual relationship, as the full exemption provision (Vollausnahme) according to § 1 Abs. 2 Zif 3 bzw. Zif 4 the Law of Tenancy (Mietrechtsgesetz MRG) is met.

XII Signatures

Subletter	<input type="text"/>
Names	<input type="text"/>
<input type="text"/>	<input type="text"/>
Names	<input type="text"/>
<input type="text"/>	<input type="text"/>
Place and date	<input type="text"/>

Subtenant/s	<input type="text"/>
Names	<input type="text"/>
<input type="text"/>	<input type="text"/>
Names	<input type="text"/>
<input type="text"/>	<input type="text"/>
Place and date	<input type="text"/>

Instructions for filling out the sublease contract

IMPORTANT! It is very important that you structure the sublease contract to ensure that it falls under the scope of the so-called full exemption (Vollausnahme). This is because the Austrian Law on Tenancy is very difficult for laypeople to understand. If the sublease contract does not meet this condition, you will find it difficult to manage conflicts without an attorney and you will risk being unable to reclaim your flat at the desired time.

Please also read our section "The right way to sublet" on this subject on our page.

>> [The right way to sublet](#)

Point I: Parties to the contract & contact persons

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 Austria then it is recommended to demand a copy of his/her ID as well as the address of his/her employer in Austria.

Inform your substitute about his/her competences and give him/her a copy of the sublease contract. If you do not have access to e-banking, it is recommended that you redirect your bank correspondence to your substitute so that he/she can detect any possible belated payments on time.

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

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

It is important that the rental period (incl. any extensions) does not exceed 6 months if you sublet your flat to a sub-tenant who rents it because of an change of location due to employment. This restriction is very important. Please read our section "The right way to sublet" on this subject on our page.

Point V: Liability, rights and obligations of the subtenants

You can either add or cancel terms under this point.

Point VI: Furnishing

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.at) while giving over the apartment.

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 Austria 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.