

# SUBLEASE AGREEMENT TEMPLATE - CALIFORNIA

Premises Address: \_\_\_\_\_ Sublessor Name: \_\_\_\_\_

## Parties:

Sublessor Name: \_\_\_\_\_

Sublessee Name: \_\_\_\_\_

## Term:

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

## Rent and Payment:

Monthly Rent Amount: \_\_\_\_\_ USD

Payment Due Date: \_\_\_\_\_

Payment Method: \_\_\_\_\_

## Security Deposit:

Deposit Amount: \_\_\_\_\_ USD

### Deposit Terms and Conditions:

Sublessee shall pay the Security Deposit to Sublessor upon execution of this Agreement. The Security Deposit will be held by Sublessor as security for Sublessee's performance of all obligations under this Agreement. Sublessor may apply the Security Deposit to cure any default, repair damages caused by Sublessee beyond normal wear and tear, or satisfy any other obligations of Sublessee under this Agreement. If no deductions are made, the Security Deposit will be returned within 21 days after the termination of this Agreement.

## Use of Premises:

Sublessee shall use the Premises solely for residential purposes and in compliance with all applicable laws, regulations, and rules. Sublessee shall not commit waste, nuisance, or illegal activities on the Premises and shall not use it for any unlawful purpose.

## Maintenance and Repairs:

Sublessee shall keep the Premises clean and in good condition and shall immediately notify Sublessor of any damage or necessary repairs. Sublessor shall be responsible for repairs not caused by Sublessee's negligence or misuse. Sublessee shall not make alterations or improvements without Sublessor's prior written consent.

## Utilities and Services:

Sublessee shall be responsible for payment of all utilities and services associated with the Premises unless otherwise agreed in writing. Sublessor shall maintain any utilities or services provided directly by Sublessor as specified in this Agreement.

## Entry and Inspection:

Sublessor may enter the Premises upon reasonable notice to Sublessee for inspection, maintenance, repairs, or showing the Premises to prospective tenants, purchasers, or lenders, in accordance with California law.

**Assignment and Subletting:**

Sublessee shall not assign this Agreement or further sublet the Premises without Sublessor's prior written consent, which shall not be unreasonably withheld.

**Indemnification and Liability:**

Sublessee shall indemnify, defend, and hold harmless Sublessor against any claims, damages, or liabilities arising from Sublessee's use or occupancy of the Premises, except to the extent caused by Sublessor's gross negligence or willful misconduct.

**Insurance:**

Sublessee is advised to obtain renter's insurance to cover personal property and liability. Sublessor's insurance does not cover Sublessee's personal property.

**Default and Remedies:**

If Sublessee fails to pay rent or otherwise breaches any term of this Agreement, Sublessor may pursue all remedies available under California law, including termination of this Agreement and eviction proceedings. Sublessor shall provide any required notices prior to termination.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Entire Agreement:**

This Agreement contains the entire understanding between the parties and supersedes all prior agreements, negotiations, and representations. No modification shall be valid unless in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Waiver:**

Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

**Notices:**

All notices under this Agreement shall be in writing and delivered personally, by certified mail with return receipt requested, or by nationally recognized overnight courier, to the addresses set forth in this Agreement or such other address as a party may designate in writing.

**Signatures:**

<b>SUBLESSOR SIGNATURE</b>	<b>SUBLESSEE SIGNATURE</b>
Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

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