

Sublease Agreement, California

This **Sublease Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Sublessor

Sublessee

Sublessor and Sublessee may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Premises

Sublessor hereby subleases to Sublessee the residential property located at:

 ("**Premises**").

The Premises include the following furnishings and appliances, if any:

2. Term

The sublease shall commence on _____ and shall terminate on _____, unless earlier terminated in accordance with this Agreement or the master lease.

3. Master Lease

This Agreement is subject to the terms of the original lease agreement ("**Master Lease**") between Sublessor and the property owner or landlord ("**Landlord**"), dated _____. Sublessee agrees to comply with all applicable terms and conditions of the Master Lease. In the event of any conflict between this Agreement and the Master Lease, the Master Lease shall govern.

Sublessor represents that the Landlord has provided written consent to this sublease, where required.

4. Rent

Sublessee agrees to pay rent in the amount of \$ _____ per month. Rent shall be due on the _____ of each month and paid to Sublessor at _____.

Any late payment may result in a late fee of \$ _____, as permitted under applicable law.

5. Security Deposit

Sublessee shall pay a security deposit of \$ _____ prior to occupancy.

The security deposit shall be held and returned in accordance with California law, less any lawful deductions for unpaid rent, damage beyond ordinary wear and tear, or other permitted charges.

6. Utilities and Services

Responsibility for utilities and services shall be allocated as follows:

7. Use of Premises

The Premises shall be used solely for residential purposes.

Sublessee shall not use the Premises for any unlawful activity or in any manner that would violate the Master Lease or applicable laws.

8. Occupants

Only the following individuals are permitted to reside at the Premises:

_____.

Sublessee shall not permit additional occupants without prior written consent from Sublessor.

9. Maintenance and Repairs

Sublessee agrees to maintain the Premises in a clean and habitable condition. Sublessee shall promptly notify Sublessor of any damage or required repairs. Sublessee shall be responsible for damage caused by negligence or misuse.

10. Alterations

Sublessee shall not make any alterations, improvements, or modifications to the Premises without prior written consent from Sublessor and, where required, the Landlord.

11. Entry

Sublessor may enter the Premises in accordance with California law, including for inspection, repairs, or to show the Premises, upon reasonable notice to Sublessee, except in emergencies.

12. Assignment and Further Subletting

Sublessee shall not assign this Agreement or further sublet the Premises without prior written consent from Sublessor and, where required, the Landlord.

13. Termination

This Agreement shall terminate upon the expiration of the Term stated above unless extended in writing.

Either Party may terminate this Agreement earlier:

- If the other Party materially breaches this Agreement and fails to cure such breach within a reasonable time after written notice; or
- If the Master Lease is terminated for any reason.

Upon termination, Sublessee shall vacate the Premises and return possession to Sublessor in good condition, subject to ordinary wear and tear.

14. Liability

Sublessee shall be responsible for any loss, damage, or injury caused by Sublessee or Sublessee's guests to the Premises or third parties, to the extent permitted by law.

Sublessor shall not be liable for loss or damage to Sublessee's personal property except where required by law.

Upon termination, Sublessee shall vacate the Premises and return possession to Sublessor in good condition, subject to ordinary wear and tear.

15. Governing Law

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

16. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the sublease of the Premises and supersedes any prior discussions or agreements.

17. Amendments

Any amendment to this Agreement must be made in writing and signed by both Parties.

18. Notices

All notices under this Agreement shall be in writing and delivered personally, by mail, or by agreed electronic method to the addresses provided by the Parties.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to the terms of this Sublease Agreement.

Sublessor

Name

Date

Signature

Sublessee

Name

Date

Signature



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