

Model Sublease Agreement

SUBLEASE AGREEMENT

This Sublease Agreement is made between _____, the “Sublessor,” and _____, the “Sublessee,” together referred to as the “Parties.”

The Parties agree that the Sublessee shall lease from the Sublessor a portion of the Sublessor’s interest in the apartment located at _____, California (the “Apartment”) on the following terms:

1. *Lease Term.* The term of the Lease will be for a period of _____, commencing on _____ and ending on _____.
2. *Rent.* Sublessee will pay a total monthly rent of \$ _____. Rent shall be payable on the first day of each month directly to the Sublessor.
3. *Security Deposit.* Sublessee will pay \$ _____ to Sublessor as a security deposit. Deductions that are allowed by California law may be made from the security deposit and the remainder, if any, shall be returned to Sublessee within 21 days of the termination of Sublessee’s tenancy. The security deposit may not be used as last month’s rent.
4. *Termination Notice.* Sublessee will provide Sublessor with thirty days written notice prior to the termination of tenancy stating whether Sublessee wants to terminate or renew the Sublease. Sublessee’s tenancy will terminate on _____, unless Sublessor and Sublessee sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Sublessee is not responsible for finding a replacement upon the termination of his/her tenancy.
5. *Sublessee’s Interest in the Apartment.* Sublessee is one of _____ tenants occupying the Apartment (the “Tenants”). Sublessee _____ will _____ will not share a bedroom with _____. Sublessee _____ may _____ may not share all of the common spaces (e.g., living room, dining room, kitchen, bathroom) equally with the other Tenants.
6. *Overnight Guests.* The Sublessee _____ does _____ does not need to obtain Sublessor’s permission prior to the stay of any overnight guest(s).
7. *Utility and Telephone Charges.* The Sublessee agrees to pay _____ % of all utility charges. The Sublessee will pay _____ % of the monthly telephone service charges and Sublessee will pay all of those telephone charges for which s/he is directly and individually responsible.
8. *Household Chores.* The Tenants will divide all household chores as follows:
_____.
9. *Noise Level.* During the hours of _____, the Tenants will maintain a noise level that will permit all tenants to study.

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10. *Smoking.* Smoking ___ is ___ is not allowed in the Apartment.
11. *Alcohol.* Alcohol ___ is ___ is not allowed in the Apartment.
12. *Parking Space.* The Sublessee agrees that s/he ___ is ___ is not entitled to a parking space located at _____.
13. *Master Lease.* In addition to the provisions of this Sublease Agreement, the Sublessee agrees to be bound by all the conditions of the Master Lease (attached) between Sublessor and the landlord, _____. No representation that is not included here or in the Master Lease shall be binding upon the Parties.
14. *Termination of Master Lease.* If Sublessor terminates his/her tenancy in the Apartment, Sublessor will provide thirty days notice to Sublessee. Sublessee agrees that if the Master Lease is terminated for any reason, this Sublease Agreement will terminate effective the same date.
15. *Condition of the Apartment.* Sublessee acknowledges that s/he has examined the Apartment and that it is in good condition except _____. Upon the termination of this Sublease Agreement for any cause whatever, Sublessee will leave the Apartment in its original good condition, except for reasonable wear and tear. Sublessee is responsible for the repair of any damage resulting from the act or neglect of Sublessee or those persons who are invitees of the Sublessee.
16. *Subleasing and Assignment.* Sublessee may not lease, sublease, or assign the Apartment without the prior written consent of the Sublessor.
17. *Agreement is Complete and Binding.* All preliminary negotiations between the Parties are merged into, and superseded by, the terms of the Lease. This Lease will not be enforceable until signed by both Sublessee and Sublessor. Any modification to this Agreement must be in writing, signed by both Sublessor and Sublessee.

We, the Undersigned, agree to the above stated terms.

Date: _____, Sublessor

Date: _____, Sublessee