

# California Sublease Agreement

## General Information

You may wish to consult your attorney regarding rights and duties under your lease. In general, please note that under a sublease agreement, the Principal Tenant (who signed the original rental agreement) normally remains responsible to the Landlord for all terms and conditions of the lease. For example, if the Subtenant does not pay rent or causes damages, the Principal Tenant remains liable to the Landlord for these damages. For these reasons, it is recommended Principal Tenants require a security deposit from their Subtenant, and have the Subtenant pay the rent to them rather than to the Landlord. The Principal Tenant stands in the relationship to the subtenant as a landlord and has the right to terminate the tenancy of the Subtenant with proper legal notice.

Also note that this form of agreement anticipates that permission to sublet is required by the Landlord or his agent and is valid only if signed by the Landlord.

## 1. PARTIES

The parties to this Agreement are:

\_\_\_\_\_ hereinafter called "Landlord,"

\_\_\_\_\_ hereinafter called "Principal Tenant,"

\_\_\_\_\_ hereinafter called "Subtenant."

## 2. PROPERTY

The Principal Tenant hereby sublets, according to the terms of the original rental agreement attached hereto, the following property to the Subtenant:

a) the rental premises at the following address:

_____ Street	_____ Apt. #
_____ City	_____ State _____ Zip

b) the following furniture and appliances on said property:

\_\_\_\_\_  
\_\_\_\_\_

(A more complete description of the premises is recorded on the CONDITION OF RENTAL PROPERTY CHECKLIST hereto attached.)

## 3. TERM (Choose one)

This Agreement shall commence on \_\_\_\_\_ and remain in effect

Date

until \_\_\_\_\_ unless terminated by one of the parties. This Agreement is

Date

subject to termination at any time upon thirty (30) days WRITTEN notice from one party to each other party.

OR

This Agreement shall commence on \_\_\_\_\_

Date

and remain in effect until \_\_\_\_\_

Date

## 4. RENT

The monthly rent for said property shall be \$ \_\_\_\_\_, due and payable on the \_\_\_\_\_ day of each month, payable to \_\_\_\_\_ at the following address \_\_\_\_\_

## 5. UTILITIES

The following services are included in the rent as part of this Agreement:

☐ Electricity   ☐ Gas   ☐ Water   ☐ Garbage   ☐ Other: \_\_\_\_\_

## 6. DEPOSITS

Type	Amount	Date paid	Paid by	Paid to	To be refunded by
Last month's rent	_____	_____	_____	_____	_____
Security deposit	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____

A copy of the Agreement between Landlord and Principal Tenant is attached hereto and incorporated herein as if set out in full. During the term of this sublease, and subject to any express modifications herein, the Principal Tenant agrees to assume all of the obligations of Landlord under said agreement between Landlord and Tenant, including an accounting and return of any deposit paid by the subtenant to the principal tenant.

Any waiver or modification of the conditions of this Agreement or the underlying agreement shall be in writing.

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## MEGAN'S LAW

"Notice: Pursuant To Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides."

## Lead-Based Paint Disclosure

\_\_\_\_\_ Tenant(s) acknowledge(s) receipt of "Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards" from landlord/agent. (Required for homes built before 1978.) Available online at [www.epa.gov/region07/citizens/pdf/lead\\_disclosure\\_form\\_rentals.pdf](http://www.epa.gov/region07/citizens/pdf/lead_disclosure_form_rentals.pdf)

\_\_\_\_\_ Tenant(s) acknowledge(s) receipt of the pamphlet *Protect Your Family from Lead in Your Home*. (Required for homes built before 1978.) Landlords may call 1-800-424-LEAD or go to [www2.epa.gov/sites/production/files/2013-09/documents/lead\\_in\\_your\\_home\\_brochure\\_land\\_b\\_w\\_508.pdf](http://www2.epa.gov/sites/production/files/2013-09/documents/lead_in_your_home_brochure_land_b_w_508.pdf) to obtain a copy of the pamphlet.

ATTACHMENTS:   ☐ Original Lease Agreement  
                                  ☐ Condition of Rental Property Checklist

We, the undersigned, agree to the foregoing:

Subtenant:	Principal Tenant:	Landlord:
_____ Name	_____ Name	_____ Name
_____ Signature	_____ Signature	_____ Signature
_____ Date	_____ Date	_____ Date