

# RESIDENTIAL SUBLEASE AGREEMENT

**Parties.** This Sublease Agreement is made between Nivi Ramesh, as the "Sublandlord", and Chelsea Liu, as the "Subtenant," together referred to as the "Parties."

**Property Address.** The Sublease is for a portion of the Sublandlord's interest in the premises located at 381 San Jose Avenue (the "Premises") on the following terms:

1. **Lease Term.** The Sublease will be for a term beginning on 8/01/16 and ending on 10/31/16.
2. **Subtenant's Interest in the Premises.** Subtenant is one of 2 total tenants (the "Tenants") jointly and severably occupying the Premises. Subtenant will not share a bedroom at the Premises. Subtenant may share all of the common spaces (e.g., living room, dining room, kitchen, balcony) in the Premises equally with the other Tenants.
3. **Rent.**

3.1. **Rent Amount.** Subtenant will pay a total monthly rent of \$1870. Rent will be payable on the first day of each month directly to the Sublandlord. The schedule of rent payments will be as follows:

8/01/16, 09/01/16, 10/01/16

3.2. **Rent Payment.** Rent may be paid by check, or Venmo. Rent paid via check shall be mailed to the Sublandlord at the below address. For rent that is mailed to the Sublandlord, the postmark date of the letter is the date of payment.

Mailing Address:

3600 20th Street #106 San Francisco, CA 94110

Venmo:

- 3.3. **Late Rent.** A late charge of \$50 will be incurred if rent is not paid when due. Sublandlord will have all rights of the Master Landlord with respect to eviction if late rent is not paid.
4. **Security Deposit.** A security deposit equal to one half last month's rent, plus a \$200 cleaning deposit, totalling \$1135 shall be made before the lease start date, 8/01/16. If there is no damage to the property, the cleaning deposit will be returned in full upon Subtenants vacating the premises on 10/31/16 and half of last month's rent will go toward the total owed on 10/01/16.
  5. **Condition of the Premises.** Subtenant acknowledges that they will examine the Premises and report to the Sublandlord with photo documentation any problems within 24 hours of

receipt of the keys. Upon the termination of this Sublease Agreement for any cause, Subtenant will leave the Premises in their original good condition, except for reasonable wear and tear. Subtenant is responsible for the repair of any damage resulting from the act or neglect of Subtenant or their guests.

6. **Utilities.** The Subtenant agrees to pay monthly utilities including electric, gas, internet (at variable cost) (added monthly to rent, or paid in one lump sum upfront). Subtenant is not responsible for paying all other utilities including trash and water.
7. **Parking Space.** The Subtenant is assigned 0 parking spaces, numbered and , as part of this Sublease Agreement.
8. **Smoking.** Smoking is not permitted in the Premises.
9. **Pets.** No pets of any kind are permitted.
0. **Subleasing and Assignment.** Subtenant may not sublease, or assign the Premises.
1. **Noise and Disruptive Activities.** Subtenants or their guests shall not disturb, endanger or inconvenience other tenants of the building, nor violate any law, nor commit or permit waste or nuisance in or about the Premises. Subtenants shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Subtenants shall be responsible for any fines, charges, or penalties assessed by the condo development's Home Owner's Association ("HOA") as a result of any violation of the HOA's rules.
2. **Termination Notice.** Subtenant's tenancy will terminate on the date specified in Section 1 above, unless Sublandlord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Termination before date specified in Section 1 will result in forfeiture of deposit while Subtenant must pay remaining rent owed for time period specified in Section 1 above.
3. **The Master Lease.** This Sublease is subject and subordinate to the Master Lease. It is the intent of the Parties to incorporate the terms of the Master Lease into this Sublease by reference except as otherwise specifically provided herein. Where there is a material conflict between terms of the Master Lease and this Sublease, the Master Lease will govern. Subtenant agrees to be bound by and perform all the terms, provisions and conditions to be performed by or applicable to Sublandlord under the Master Lease to the extent applicable to the Premises or use of any portion of the Building. Any references to "Tenant" in the Master Lease shall be deemed references to the Subtenant. Sublandlord shall have the benefit of all rights and remedies available to Master Landlord under the Master Lease.
4. **Termination of Master Lease.** Sublandlord will provide (30) days' notice to Subtenant if the Master Lease is terminated. Subtenant agrees that if the Master Lease is terminated for any reason, this Sublease Agreement will terminate as of the same date.
5. **Indemnification.** Sublandlord shall not be liable and Subtenant hereby waives all claims against Sublandlord for any damage to any property or any injury to any person in or about the Premises for any cause whatsoever. Subtenant shall indemnify and hold the Sublandlord harmless from and against any and all loss, claims, liability or costs (including court costs and

attorneys' fees). The provisions of this "Indemnification" section shall survive the termination of the Sublease Agreement with respect to any claims or liability accruing prior to such termination.

6. **Complete and Binding Agreement.** All preliminary negotiations between the Parties are merged into and superseded by the terms of this Sublease. This Sublease will not be enforceable until signed by both Subtenant and Sublandlord. Any modification to this Agreement must be in writing, signed by both Sublandlord and Subtenant.

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

