

# Sublease Agreement

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## SUBLEASE AGREEMENT

This Sublease Agreement (the 'Agreement') is made and entered into as of [DATE], by and between [SUBLESSOR NAME], whose address for notice is [NOTICE ADDRESS SUBLESSOR] ('Sublessor'), and [SUBLESSEE NAME], whose address for notice is [NOTICE ADDRESS SUBLESSEE] ('Sublessee'). Sublessor and Sublessee are sometimes referred to collectively as the 'Parties' and individually as a 'Party'.

## RECITALS

A. Sublessor is the tenant under that certain lease dated [MASTER LEASE DATE] (the 'Master Lease') between Sublessor and [MASTER LANDLORD NAME] (the 'Master Landlord'), covering the premises commonly known as [PREMISES ADDRESS], [CITY], [STATE] [ZIP] (the 'Premises').

B. Sublessor desires to sublease to Sublessee, and Sublessee desires to sublease from Sublessor, certain rights to occupy the Premises, subject to the terms and conditions of the Master Lease and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### 1. Premises and Term

- Premises. Sublessor hereby subleases to Sublessee, and Sublessee hereby takes from Sublessor, the Premises described above and further described in Exhibit A attached hereto.
- Term. The term of this Sublease shall commence on [TERM BEGIN DATE] (the 'Commencement Date') and shall terminate on [TERM END DATE] (the 'Termination Date'), unless earlier terminated in accordance with this Agreement (the 'Term').

### 2. Master Lease; Priority

- Incorporation. The Master Lease is incorporated into this Agreement by reference, except to the extent inconsistent with express written provisions of this Agreement. Sublessee acknowledges receipt of a true and complete copy of the Master Lease and has read and understands the Master Lease.
- Subordination; Compliance. This Agreement is subject and subordinate to the Master Lease. Sublessee shall comply with all terms, covenants and conditions of the Master Lease applicable to the Premises, except to the extent that such terms are inconsistent with an express written provision of this Agreement. Sublessee shall not commit any act that would constitute a default by Sublessor under the Master Lease.
- Landlord Consent. This Agreement is contingent upon obtaining any consent required by the Master Lease from the Master Landlord. Sublessor shall use commercially reasonable efforts to obtain such consent. If such consent is not obtained by [DATE/DEADLINE] (or if not required under the Master Lease), this Agreement shall nevertheless remain subject to the Master Lease terms.

### 3. Rent and Additional Charges

- Rent. Sublessee shall pay to Sublessor base rent in the amount of [MONTHLY RENT AMOUNT] per month ('Rent'), payable in advance on or before the [RENT DUE DAY] day of each month during the Term. The first payment of Rent shall be due on [FIRST RENT DUE DATE].
- Additional Charges. Sublessee shall be responsible for its proportionate share of utilities, services, taxes or other charges as set forth in this Agreement and as required by the Master Lease. Specifically,

Sublessee shall pay for: [UTILITIES PAID BY] unless otherwise agreed in writing.

c. Late Payments. Any Rent or other sum not received within [GRACE PERIOD] days after the due date shall incur a late charge of [LATE FEE AMOUNT] or the maximum allowed by law, and interest thereafter at the rate of [INTEREST RATE]% per annum, or the maximum permitted by law, whichever is less.

#### **4. Security Deposit**

a. Amount. Sublessee shall deposit with Sublessor the sum of [SECURITY DEPOSIT AMOUNT] as security for the faithful performance by Sublessee of this Agreement (the 'Security Deposit').

b. Use and Return. Sublessor may apply the Security Deposit to cure any default by Sublessee, repair damage caused by Sublessee (beyond normal wear and tear), or satisfy other obligations of Sublessee under this Agreement. Any remaining Security Deposit shall be returned to Sublessee within [NUMBER] days after the Termination Date, subject to lawful deductions and notice requirements.

#### **5. Use and Occupancy**

a. Permitted Use. The Premises shall be used and occupied only for [PERMITTED USE] and for no other purpose without Sublessor's prior written consent and any required consent of the Master Landlord.

b. Compliance with Laws. Sublessee shall comply with all laws, ordinances, rules, regulations and requirements of governmental authorities applicable to Sublessee's use of the Premises.

c. Nuisance and Hazardous Materials. Sublessee shall not commit or permit any waste, nuisance, or hazardous activity in or about the Premises. Sublessee shall not use, store, or dispose of any hazardous substances except in compliance with applicable environmental laws.

#### **6. Utilities and Services**

a. Utilities. Sublessee shall be responsible for payment of all utilities serving the Premises as set forth in this Agreement and identified in Exhibit A. Sublessee shall maintain the utilities in its name where required by the utility providers, unless otherwise agreed.

b. Services. Sublessee shall be responsible for obtaining and paying for any telecommunications, janitorial, or other services used by Sublessee at the Premises, except as otherwise agreed in writing.

#### **7. Maintenance, Repairs and Alterations**

a. Sublessee's Obligations. Sublessee shall keep the Premises in a clean and sanitary condition and shall promptly make all non-structural repairs and maintenance required as a result of Sublessee's use. Sublessee shall notify Sublessor of any damage or need for structural repairs.

b. Sublessor's Obligations. Sublessor shall be responsible for repairs required under the Master Lease to be performed by the tenant, unless such repairs are necessitated by the acts or omissions of Sublessee, its employees, agents or invitees.

c. Alterations. Sublessee shall not make any alterations, additions or improvements to the Premises without Sublessor's prior written consent and any required consent of the Master Landlord. Any permitted alterations shall be performed in a good and workmanlike manner and in compliance with all laws.

d. Right to Inspect. Sublessor and Master Landlord shall have the right to enter the Premises at reasonable hours to inspect the condition of the Premises or to make necessary repairs, provided that Sublessor gives reasonable notice to Sublessee except in emergencies.

#### **8. Insurance**

a. Sublessee Insurance. During the Term, Sublessee shall maintain at its expense commercial general liability insurance with limits of not less than [CGL LIMIT] per occurrence and [AGGREGATE LIMIT] in the aggregate, naming Sublessor and the Master Landlord as additional insureds, as their interests may appear. Sublessee shall also maintain property insurance on its personal property and any improvements installed by Sublessee.

b. Evidence. Sublessee shall provide certificates of insurance evidencing the required coverages and

endorsements to Sublessor prior to occupancy and upon renewal.

## **9. Indemnification**

a. Sublessee Indemnity. Sublessee shall indemnify, defend and hold harmless Sublessor and Sublessor's agents, employees and contractors from and against all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising from Sublessee's use or occupancy of the Premises or any breach of this Agreement by Sublessee, except to the extent caused by Sublessor's negligence or willful misconduct.

b. Survival. The indemnities in this Section shall survive the termination of this Agreement.

## **10. Assignment and Further Subletting**

a. Prohibition. Sublessee shall not assign, transfer or further sublet any interest in this Agreement or the Premises without Sublessor's prior written consent and any required consent of the Master Landlord, which consent may be withheld in Sublessor's sole discretion if available under the Master Lease.

b. Assumption. Any approved assignee or subtenant shall assume Sublessee's obligations under this Agreement in writing.

## **11. Default**

a. Events of Default. The occurrence of any one or more of the following shall constitute a default by Sublessee: (i) failure to pay Rent or other charges within [DEFAULT CURE PERIOD] days after written notice of nonpayment; (ii) failure to perform or observe any other covenant, condition or agreement contained in this Agreement within [DEFAULT CURE PERIOD] days after written notice specifying such failure (if curable); or (iii) insolvency, bankruptcy or appointment of a receiver for Sublessee's assets.

b. Remedies. Upon Sublessee's default, Sublessor shall have all remedies available at law or in equity including, without limitation, the right to terminate this Agreement, re-enter and take possession of the Premises, recover damages, and apply the Security Deposit to satisfy Sublessee's obligations. Remedies are cumulative and not exclusive.

## **12. Termination and Surrender**

a. Surrender. Upon the expiration or earlier termination of this Agreement, Sublessee shall surrender and vacate the Premises, remove all personal property, and leave the Premises broom-clean and in the condition required by the Master Lease, reasonable wear and tear excepted.

b. Holdover. If Sublessee remains in possession after the Term without Sublessor's written consent, Sublessee shall be a holdover tenant and shall pay holdover rent at the rate of [HOLDOVER RENT RATE] times the Rent then in effect and shall otherwise be subject to eviction and legal remedies.

## **13. Condemnation**

a. Total or Partial. In the event of a total taking of the Premises by eminent domain, this Agreement shall terminate as of the date possession is taken. In the event of a partial taking, Sublessor shall determine whether this Agreement shall continue and whether Rent shall be abated, adjusted or otherwise addressed in accordance with the Master Lease and applicable law.

## **14. Condemnation**

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## **15. Quiet Enjoyment**

Sublessor covenants that, so long as Sublessee performs its obligations under this Agreement and subject to the Master Lease, Sublessee shall have quiet enjoyment of the Premises without interference

from Sublessor.

## **16. Notices**

All notices, demands or communications required or permitted under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier, or certified mail, return receipt requested, to the addresses set forth below (or to such other addresses as a Party may designate in writing), and shall be deemed given upon receipt or refusal of delivery.

Notices to Sublessor: [NOTICE ADDRESS SUBLESSOR]

Notices to Sublessee: [NOTICE ADDRESS SUBLESSEE]

## **17. Waiver of Jury Trial**

To the extent permitted by law, each Party waives any right to a jury trial in any action or proceeding arising out of or relating to this Agreement.

## **18. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [GOVERNING STATE], without regard to its conflict of law provisions.

## **19. Severability**

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

## **20. Entire Agreement; Exhibits**

This Agreement, together with the Master Lease and any exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior understandings, negotiations and agreements, whether written or oral. The following exhibits are attached and incorporated by reference:

**Exhibit A: Description of Premises and Permitted Use**

**Exhibit B: Copy of Master Lease (if required)**

## **21. Modification**

This Agreement may be amended or modified only by a written instrument executed by both Parties and, if required, approved by the Master Landlord.

## **22. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

## **23. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be effective as originals.

## **24. Miscellaneous**

a. Relationship of Parties. The relationship between Sublessor and Sublessee is that of landlord and tenant for the purposes of the sublease and does not alter or relieve Sublessor of its obligations under the Master Lease unless expressly agreed otherwise in writing with the Master Landlord.

b. Brokers. Each Party represents and warrants that it has not dealt with any broker or finder in connection with this transaction, except as disclosed in writing. Each Party shall indemnify the other for any claims by undisclosed brokers.

c. Attorneys' Fees. In any action to enforce the terms of this Agreement, the prevailing Party shall be

entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties have executed this Sublease Agreement as of the date first above written.

**SUBLESSOR:**

[SUBLESSOR NAME]

By: \_\_\_\_\_

Name: [PRINT NAME SUBLESSOR]

Title: [TITLE, IF APPLICABLE]

Date: [DATE]

**SUBLESSEE:**

[SUBLESSEE NAME]

By: \_\_\_\_\_

Name: [PRINT NAME SUBLESSEE]

Title: [TITLE, IF APPLICABLE]

Date: [DATE]

**EXHIBIT A**

Description of Premises and Permitted Use

- 1. Premises Description: [DETAILED DESCRIPTION OF PREMISES, INCLUDING SQUARE FOOTAGE, SPECIFIC AREAS INCLUDED/EXCLUDED]**
- 2. Permitted Use: [DESCRIBE PERMITTED USES, e.g., RESIDENTIAL SINGLE-FAMILY, RETAIL, OFFICE, ETC.]**
- 3. Utilities and Services: [LIST WHICH UTILITIES/ SERVICES ARE INCLUDED OR RESPONSIBLE PARTY]**
- 4. Parking (if any): [DESCRIBE ANY PARKING RIGHTS OR LIMITATIONS]**

**EXHIBIT B (OPTIONAL)**

Copy of Master Lease

Attach a copy of the Master Lease or provide citation to the Master Lease and any amendments:  
[LOCATION OR ATTACHMENT INSTRUCTIONS]

**ACKNOWLEDGMENT OF MASTER LANDLORD (IF REQUIRED)**

The undersigned Master Landlord, being the landlord under the Master Lease, acknowledges and consents to the foregoing Sublease Agreement to the extent required by the Master Lease and subject to the terms of the Master Lease:

[MASTER LANDLORD NAME]

By: \_\_\_\_\_

Name: [PRINT NAME MASTER LANDLORD]

Title: [TITLE]

Date: [DATE]

**NOTES AND INSTRUCTIONS (FOR PARTIES AND DRAFTERS):**

- Confirm that the Master Lease permits the sublease and obtain any required written consent of the Master Landlord prior to occupancy.

- Complete all bracketed placeholders with specific information. Delete or modify optional provisions to reflect the parties' agreement and applicable law.
- Consider consulting an attorney for negotiation, and to ensure compliance with local landlord-tenant law, habitability requirements, and any statute limiting security deposits, late fees, or other charges.
- Where local law requires additional disclosures (e.g., lead paint, bed bugs, mold, flood zone notices), attach required disclosures as exhibits and incorporate them into this Agreement.

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