

## SUBLEASE

This Sublease made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, ("Sublessor") and \_\_\_\_\_, ("Sublessee") is made with reference to the following facts:

- A. Sublessor is the lessee under a lease dated \_\_\_\_\_ ("Master Lease"), a true copy of which is attached and made a part of this Sublease.
- B. Sublessee desires to sublease from Sublessor a portion of the premises described in the Master Lease on the same terms and conditions as set forth in the Master Lease except as modified below.

RECEIVED FROM SUBLESSEE, the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars), evidenced by \_\_\_\_\_ as a deposit which will belong to Sublessor and will be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from _____ to _____ . . . . .	\$ _____	\$ _____	\$ _____
Security deposit (not applicable toward last month's rent) . . . . .	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b> . . . . .	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

In the event this Sublease is not accepted by the Sublessor and consent of Master Lessor obtained **within** \_\_\_\_\_ **days**, the total deposit received will be refunded.

Sublessee offers to lease from Sublessor the premises described as \_\_\_\_\_  
(Street Address)  
 \_\_\_\_\_ consisting of approximately \_\_\_\_\_ square feet, upon the following terms and conditions:  
(City/State/Zip)

1. **TERM.** The term will commence on (date) \_\_\_\_\_, and end on (date) \_\_\_\_\_.
2. **RENT.** The base rent will be \$ \_\_\_\_\_ per month payable on the \_\_\_\_\_ day of each month.  
 After the first 12 months the rent will be adjusted as follows: effective upon the first day of the month immediately following the expiration of 12 months from date of commencement of the term, and upon the expiration of each 12 months thereafter, in accordance with changes in the U.S. Consumer Price Index for  All Urban Consumers (1982-84 = 100), or  (other index) \_\_\_\_\_ ("CPI"). The base rent will be increased to an amount equal to the monthly rent, multiplied by a fraction, the numerator of which is the CPI for the second calendar month immediately preceding the adjustment date, and the denominator of which is the CPI for the second calendar month preceding the commencement of the Lease term; provided however, that the monthly rent will not be less than that immediately preceding the adjustment.  
 All rents will be paid to Sublessor or his or her authorized agent, at the following address \_\_\_\_\_  
 \_\_\_\_\_ or at such other places as may be designated by Sublessor from time to time. In the event rent is not received by Sublessor **within** \_\_\_\_\_ **days** after due date, Sublessee agrees to pay a **late charge** of \$ \_\_\_\_\_ plus interest at \_\_\_\_\_ % per annum on the delinquent amount. Sublessee further agrees to pay \$ \_\_\_\_\_ for each dishonored bank check. The late charge period is **not** a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.
3. **COMMON AREA EXPENSES.** If checked  Sublessee agrees to pay, in addition to the base monthly rental set forth in item 2, \_\_\_\_\_ % of common area operating expenses, including utility and service costs, insurance and real property taxes. Sublessee's monthly share of said expenses at the commencement of the term is \$ \_\_\_\_\_.
4. **USE.** The premises are to be used for the operation of \_\_\_\_\_ and for no other purpose, without prior written consent of Sublessor. Sublessee will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
5. **OTHER PROVISIONS OF SUBLEASE.** Except as set forth above, all applicable terms and conditions of the Master Lease are incorporated into and made a part of this Sublease as if the Sublessor were the lessor, and the Sublessee the lessee. Sublessee assumes and agrees to perform the lessee's obligations under the Master Lease to the extent that said obligations apply to premises included in this sublease. It is understood that Sublessee has no right to any option to renew given to the Sublessor contained in the Master Lease. In the event that the Master Lease is terminated because of damage, destruction or condemnation of the premises, such termination will not constitute a breach of this Sublease on the part of the Sublessor.

Sublessee [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] has read this page.

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Property Address \_\_\_\_\_

**5. ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

Exhibit A: Master Lease

Exhibit B: \_\_\_\_\_

**6. ADDITIONAL TERMS AND CONDITIONS.**

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

The undersigned Sublessee acknowledges that he or she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Sublessee \_\_\_\_\_ Date \_\_\_\_\_ Sublessee \_\_\_\_\_ Date \_\_\_\_\_

Receipt for deposit acknowledged by \_\_\_\_\_ Date \_\_\_\_\_

**ACCEPTANCE**

The undersigned Sublessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above.

**NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.**

The Sublessor agrees to pay to \_\_\_\_\_, the Broker in this transaction, the sum of \$ \_\_\_\_\_ for services rendered and authorizes Broker to deduct said sum from the deposit received from Lessee.

In the event the Sublease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Lessor will pay to Broker an additional commission of \_\_\_\_\_% of the total rental for the extended period. This commission will be due and payable at the commencement of the extended period if for a fixed term, or if on a month-to-month basis, at the termination of Sublessee's occupancy or one year, whichever is earlier.

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

Sublessor \_\_\_\_\_ Date \_\_\_\_\_ Sublessor \_\_\_\_\_ Date \_\_\_\_\_

Sublessor's Address \_\_\_\_\_ Sublessor's Telephone \_\_\_\_\_

\_\_\_\_\_ Sublessor's Fax \_\_\_\_\_

**CONSENT OF LESSOR UNDER MASTER LEASE**

The undersigned Lessor under the Master Lease consents to the above Sublease. It is understood that said consent does not constitute a waiver of the restriction in the Master Lease against further assignment or subletting. Lessor confirms that, as of the date this consent is executed, the Sublessor is not in default of the Master Lease.

\_\_\_\_\_ Date \_\_\_\_\_  
Lessor under Master Lease

Sublessee acknowledges receipt of a copy of the accepted Sublease on (date) \_\_\_\_\_ [ ] [ ]  
(initials)

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