

REAL ESTATE SUBLEASE

THIS SUBLEASE is entered into this _____ day of _____, 19 _____, by and between _____ whose address is _____, (hereinafter referred to as "Lessor") and

_____, whose address is

_____, (hereinafter referred to as "Lessee").

The Lessor hereby lets to the Lessee and Lessee accepts from the Lessor the following described premises:

_____, to be used only for a _____ for the term commencing _____ and expiring _____ at the monthly rent as provided in Paragraph

19 hereinafter.

1. Payment of rent. Lessee shall pay the rent as hereinafter

set forth to _____, at the following address:

2. Repairs. Lessee shall, at Lessee's expense, keep the

premises in good repair, ordinary wear and tear, repairs to the roof, exterior of the building, and structural repairs excepted, unless such repairs are made necessary by the act or negligence of the Lessee, and at the expiration of the term, remove its goods and effects and peaceably yield up the premises to the Lessor in as good condition as when delivered to Lessee, ordinary wear and tear, damage by

fire, the elements, act of public enemy, or casualty

excepted. All notices to quit or vacate are hereby expressly waived, any law, usage or custom to the contrary notwithstanding.

3. Compliance with regulations. Lessee shall comply promptly

with all laws, ordinances, requirements, and regulations of any federal, state, county, municipal or other governmental authority, fire insurance underwriters, or any and all other insurance organizations or associations insuring the property, except that Lessee shall not be required to make any alterations to the exterior of the building, or alterations of a structural nature.

4. Viewing premises. Lessee shall use the premises

exclusively for the purpose set forth herein and during the last three months of this lease, to permit the Lessor to display the usual "For Rent" signs and to show the premises to prospective tenants. The Lessee further agrees that at any time during the term hereof, the Lessor, Lessor's landlord, or their agents, may enter the premises for the purpose of examining the condition thereof, or to make repairs in any part of the building, but in making such reservation, the Lessor does not assume any liability for the care or supervision of the premises or appurtenances.

5. Alterations, Additions, and Assignments. The Lessee will

not make or permit to be made any alterations or additions to said premises, nor assign, mortgage, or pledge this lease, nor sublet the whole or any part of the premises without the Lessor's written consent which may be unreasonably withheld. If given, consent by the Lessor shall apply solely to the particular transaction consented

to and shall not constitute a waiver by the Lessor of the provisions of this lease.

6. Insurance. The Lessee will not leave the premises

unoccupied during the term hereof, nor by any act or omission, cause an increase in the rate of insurance or the cancellation of any insurance policy. In the event of any increase in the rate of insurance caused by the Lessee's occupancy, Lessee agrees to pay on demand the amount of any such increase, and in default of such payment, such amount may be added to the next installment of rent as additional rent. The Lessee shall furnish the Lessor with policies of public liability insurance issued by companies and in amounts satisfactory to the Lessor.

7. Signs. The Lessee shall not install any awnings,

advertisements, or signs on any part of the premises without the Lessor's written consent and will keep the sidewalks free from ice, snow, and all obstructions.

8. Utilities. The Lessee will make its own arrangements for the supply of gas, electricity, water, fuel, and the like and will pay for all such services.
9. Indemnification. The Lessor shall not be responsible for any defect or change of condition in said premises, nor for any damage thereto, nor to any person, nor to goods or things contained therein due to any cause whatsoever except the act or negligence of the Lessor, and the Lessee will indemnify Lessor from any claims, demands, and actions arising in connection with Lessee's use of the property, or the use by any person occupying said premises during the term hereof, or by reason of any breach or nonperformance of any covenant herein, or the violation of any law or regulation by the Lessee.
10. Fire Clause. If the premises shall be so damaged by fire, other casualty, or act of public enemy so as to be substantially destroyed, then this lease shall terminate and any unearned rent paid in advance by Lessee shall be apportioned and refunded to it, but in case the premises are not substantially destroyed, the Lessor will endeavor to have its Landlord restore the premises and a just proportion of the rent shall abate according to the extent to which the premises have been rendered untenable until the premises have been restored. The Lessee agrees to give the Lessor immediate notice of any damage to the premises.
11. Cancellation. In case the Lessee fails to perform or observe any of the covenants contained herein on its part to be observed and performed within ten days from the date due to be performed by Lessee, (a) the Lessor may forthwith terminate or cancel this lease by notifying Lessee as hereinafter provided, and upon such termination or cancellation the Lessee shall be liable to the Lessor for all damages Lessor sustains by reason of Lessee's breach of covenant and of such termination or cancellation; or (b) the Lessor may forthwith re-enter the premises without notice and upon re-entry may let the premises or any part thereof as agent for Lessee and receive the rent therefor, applying the same first to the payment of such expense as the Lessor may be put to in entering and letting the premises and then to the payment of the rent and the fulfillment of the Lessee's covenants hereunder; and the Lessee agrees to pay and shall be liable for amounts equal to the several installments of rent as would, under the

terms of this lease, become due if no default had occurred, whether the demised premises be re-let or remain vacant in whole or in part or for a period less than the remainder of the term, or for the whole thereof, but the Lessee shall be entitled to be credited at the end of each month with any net amounts actually received by Lessor during such months for the use or occupancy of the demised premises or any

part thereof, provided, however, that all sums paid and

liabilities incurred by the Lessor for any of the purposes aforesaid (which Lessee also agrees to pay and shall be liable for) shall have been first paid in full to the Lessor, either directly by the Lessor or out of moneys actually received for renting said demised premises after the Lessor shall have received undisputed possession thereof, and the maintenance of any action or proceeding to recover possession of the premises or any installment or installments of rent or any other moneys that may be due or become due from the Lessee to Lessor shall not preclude the Lessor from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the premises or of any subsequent payment or payments of rent or any other monies that may be due or become due from the Lessee or Lessor. A waiver by the Lessor of any breach by the Lessee of any one or more of

the covenants or conditions hereof shall not bar forfeiture or any other rights or remedies of the Lessor for any subsequent breach of any such or other covenants and conditions. For purposes of this paragraph, Lessee hereby releases Lessor from any and all obligations, statutory or otherwise, to mitigate Lessor's damages.

12. Additional rent. If the Lessor shall make any expenditure for which the Lessee is responsible, or if the Lessee shall fail to make any payment which Lessee is obligated to make hereunder, then the amount thereof may, at Lessor's option, be added to any installment of rent then due or thereafter becoming due.

13. Condemnation. In the event the premises or any part

thereof are taken or condemned for a temporary or permanent public or quasi-public use, Lessor may at its option terminate this lease and in such event any unearned rent paid in advance shall be returned to the Lessee.

14. Notices. All notices to be given hereunder by either party shall be in writing and given by personal delivery to the other party or shall be sent by registered mail addressed

to the party intended to be notified at the post office

address of such party last known to the party giving such notice and notice given as aforesaid shall be a sufficient service thereof.

15. Termination. If at any time proceedings in bankruptcy, or pursuant to any other act for the relief of debtors shall be instituted by or against the Lessee, or if the Lessee shall compound Lessee's debts or assign over Lessee's estate or effects for payment thereof, or if any execution shall issue against the Lessee or any of Lessee's effects whatsoever, or if a receiver or trustee shall be appointed for the Lessee's property, or if this lease shall by operation of law devolve upon or pass to any person or persons other than Lessee personally, then and in each of such cases, the Lessor may terminate this lease forthwith by notifying Lessee as herein provided. Upon such termination, all sums due and payable or to become due and payable by Lessee shall at once become due and payable.

16. Sublease. This is a sublease and the Lessor's interest in the premises is as Lessee under a lease made by

dated _____,

a copy of which is attached hereto and made a part hereof as Exhibit "A". Except as provided to the contrary herein, this sublease is expressly made subject to all the terms and conditions of said underlying lease and the Lessee agrees to use the premises in accordance with the terms of said underlying lease and not do or omit to do anything which will breach any of the terms thereof. If said underlying lease is terminated, this sublease shall terminate simultaneously and any unearned rent paid in advance shall be refunded to the Lessee, provided that such termination is not the result of a breach by Lessee of the within sublease. The Lessee hereby agrees to assume the obligation for performance of all the Lessor's obligations under the aforesaid lease.

17. Quiet possession. The Lessor hereby covenants that Lessee, upon paying the rent as herein reserved and performing all the covenants and agreements herein contained on the part of the Lessee to be performed, may quietly enjoy the premises, except as herein otherwise provided, and subject, however, to the terms of the lease to Lessor, and to the terms of any mortgages which may now or hereafter affect the premises.

18. Waiver. The Lessor and the Lessee waive all rights, each against the other, for damages caused by fire or other perils covered by insurance where such damages are sustained in connection with the occupancy of the leased premises.

19. Rent payments. Commencing _____, 19 _____ through _____, 19 _____ the monthly rental shall be \$ _____ and no term of the underlying lease referred to in Section 16 herein shall be effective under any circumstances to increase or decrease this monthly rental during the term of this sublease. Rental shall be payable in advance on the first business day of each and every month during the term of this sublease.

20. Security Deposit. Lessee agrees to pay a Security Deposit of \$ _____ to secure Lessee's pledge of full compliance with the terms of this agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT UNDER ANY CIRCUMSTANCES! Any damage not previously reported will be repaired at Lessee's expense with funds other than the Security Deposit.

21. Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of _____. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in _____ County, State of _____. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by

said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

22. Binding Effect. The covenants and agreements contained herein are binding upon the parties hereto and their respective heirs, successors, legal representatives and assigns.

23. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Lessor

Witness

Witness

Lessee

Witness

EXHIBIT "A"

Primary Lease Agreement

CONSENT OF LESSOR IN PRIMARY LEASE

The undersigned hereby consents to the foregoing Sublease
dated _____, whereby

_____ has subleased premises located at
_____ to
_____.

Dated _____

Lessor - Primary Lease:
