

SUBLEASE AGREEMENT

This agreement is entered in _____, (hereinafter referred as "Effective Date") by and between _____ (hereinafter referred as "Sublessor"), whose principal address is _____ and _____ (hereinafter referred as "Sublessee"), whose principal address is _____ collectively referred as the "Parties" of this agreement.

- I. **Premises:** The Parties hereby agree to terms and conditions pertaining to the sublease of a Property, located in _____ herein described as _____.

In consideration of the mutual covenants and promises exchanged between Parties, the Landlord _____ approves the occupancy of the premises subject to the terms and conditions set herein, upon signing this document. In line with this agreement, a copy of the original Lease is also attached and incorporated into this document.

- II. **Sublease:** The Parties hereby agree to execute a sublease agreement, wherein the Sublessor agrees to sublease a portion of the leased property to the sublessee. The parties in this sublease hereby executed this agreement in free will and deed.
- III. **Term:** The sublease shall cover a period of ____ years, which shall commence upon turnover of the subleased premises to the Sublessee on _____, which shall be ____ days from the Effective Date.

The sublease shall terminate upon expiration of the coverage period mentioned above on the same date of commencement of the sublease or upon discretion and written expression from any of the parties involved; in which a written termination notice shall be submitted ____ days prior.

- IV. **Delay in Commencement:** The Sublessor shall not be held liable for any delays in delivering the premises to the Sublessee on the commencement date aforementioned.

Nor will such failure affect the validity of this lease, or the obligations of the sublease, or extend the term thereof. In any case that such delay or failure occurs, the Sublessee is not obliged to pay rent until the premises are handed over by the Sublessor

Furthermore, if the Sublessor fails to hand over the premises to the Sublessee within ___ days from the aforementioned date of commencement, the Sublessee may at their discretion, and upon written notice, may cancel the Sublease. In effect, the cancellation of the sublease shall release the parties of the obligations set upon by this agreement.

- V. **Payment:** The Sublessee shall pay the Sublessor a monthly rent of _____(\$), which shall be paid every ___ day of the month for the duration of the sublease. A security deposit of _____(\$) shall also be paid, as well. The Sublessee shall pay the Sublessor the first month's rent in advance, upon signing of this agreement.

Future payments shall be mailed or hand-delivered by the Sublessee to the Sublessor, to the address aforementioned in the first paragraph of this document, or to a place designated by the Sublessor, in writing.

- VI. **Use and Access of the Premises:** The Sublessee shall have complete control pertaining to the use and access of the premises, upon signing and commencement of the sublease agreement and duration thereof.

The Sublessor shall have the right to free access of the subleased premises, upon written notice which shall be sent to the Sublessee ___ days prior to the visit.

- VII. **Condition of the Premises:** The Parties hereby agree and acknowledge that the premises are in good, safe, and clean condition upon viewing and inspection, unless otherwise stated herein.

The Sublessee, upon expiration or termination of the sublease, shall return the premises and its inclusions in the same condition as received during the commencement of the sublease.

The Sublessor, upon expiration or termination of the sublease, shall inspect the premises as well as its inclusions for any damage, loss, modifications, and alterations. The inspection shall take place ___ days before the expiration of the sublease period.

- VIII. **Maintenance and Repairs:** The Sublessee shall be responsible for the and maintenance of the premise and its fixtures.

The Sublessor shall be responsible for the repairs of any damages incurred by any parts or fixtures of the premises, where a fee will be charged to the Sublessee to cover for the expenses.

IX. **Alterations and Modifications:** The Sublessee shall not make any alterations and modifications to the premises or in any of its features or fixtures without the written and expressed permission of the Sublessor and the Landlord.

Should the Sublessee need to make alterations and modifications out of necessity shall send a written request to the Sublessor and the Landlord, ____ days before making the alterations and modifications.

X. **Waste, Nuisance, and Unlawful Use:** The Sublessee shall not allow any waste, or cause any thereof, to the premises, nor cause any nuisance.

The Sublessee shall not allow or use the premises in an unlawful manner, such as the use of prohibited materials, storage of prohibited items, or engage in unlawful activities.

XI. **Legal Fees:** Should any legal action be deemed necessary by the Parties of the Sublease, the prevailing party shall be entitled the right to recover from any cost arising from attorney's fees, filing fees, and court fees.

XII. **Waiver, Liability, and Penalties:** The Sublessor shall be indemnified and waived from any responsibility and liabilities to any damages and injuries arising out from the sublessee's use of the premises.

The Sublessee shall shoulder any liabilities to any damages and injuries arising from the use of the premises, incurred by the sublessee itself, its visitors, and co-occupants.

Penalties and fees will be charged to the Sublessee to cover the expenses incurred from repairs to any damages to the premises. Unlawful use of the premises will, however, result in the termination of this agreement.

XIII. **Binding Effect:** This Sublease Agreement, including the terms, conditions, and mutual covenants contained herein, shall be to the benefit and binding to the agreeing Parties, their successors, heirs and assigns.

XIV. **Governing Laws:** This Sublease Agreement shall be governed, construed, and interpreted by and under the laws of the state of _____.

IN WITNESS WHEREOF, I, the undersigned, and the parties in this agreement, individually or by their duly authorized representatives, hereby, execute this sublease as of the Effective Date

Sublessee's Name and Signature

Sublessee's Phone Number

Sublessor's Name and Signature

Sublessor's Phone Number