



### SUBLEASE AND RENTAL AGREEMENT

This sublease agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, between It's Heaven Adult Day Center ("Sublessor"), as sublessor, and \_\_\_\_\_, ("Sublessee"), as sublessee.

In consideration of the mutual covenants and agreements of the parties, Sublessor and Sublessee agree as follows:

1. Sublessor subleases to Sublessee and Sublessee takes and subleases from Sublessor approximately \_\_\_\_\_ square feet of commercial real estate space, also known as Suite H, comprising a portion of 1250 Texas Parkway Stafford, Texas 77477, in accordance with the terms and conditions of this agreement for the time period commencing on \_\_\_\_\_, 200\_\_, at \_\_\_\_:\_\_\_\_ (am/pm) and expiring on \_\_\_\_\_, 200\_\_, at \_\_\_\_:\_\_\_\_ (am/pm)

2. The facilities shall be used for the sole purpose of:

3. In consideration for this sublease, Sublessee promises and agrees to pay as rent to Sublessor, at the office of Sublessor at 1250 Texas Parkway, Suite H Stafford, Texas 77477, in lawful money of the United States of America, total rental of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), payable in advance before the commencement of the rental period outlined in paragraph 1. Time is of the essence in this agreement and of every provision of this agreement. All past due rent and other past due payments owed Sublessor shall bear interest from maturity at the highest permissible legal rate in the State of Texas per annum until paid.

4. On execution of this agreement Sublessee shall deposit with Sublessor a security deposit in lawful money of the United States of America totaling \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), payable in advance before the commencement of the rental period outlined in paragraph 1 ("Security Deposit"). In the event of any default or damage to the Facilities or Building by Sublessee, Sublessor may apply or retain all or any part of the Security Deposit to cure the default or damage or to reimburse Sublessor for any sum that Sublessor may spend by reason of Sublessee's default or damage. In the case of every such application or retention, Sublessee shall, on demand, pay to Sublessor the sum so applied or retained, which shall be added to the Security Deposit so that the Deposit shall be restored to its original amount. If, at the end of the term, Sublessee shall not be in default under this agreement, the Security Deposit or any balance remaining shall be returned to Sublessee without interest, less any amounts reasonably necessary to clean and repair the Facilities.

5. If Sublessee fails or refuses to perform or comply with any obligation of Sublessee under this agreement, including without limitation the payment of rent as required by paragraph 3 and the security deposit payment required by paragraph 4, Sublessor may, at Sublessor's option, in addition to all other rights and remedies given in this agreement or by law or equity, enforce performance of this sublease in any manner provided by law.

6. Without limitation of the foregoing, if Sublessee should fail to make any payment of rent or any other sum required to be paid by Sublessee under this sublease, Sublessor may, at Sublessor's election, have either of the following remedies:

a. Sublessor may declare this Sublease cancelled and terminated by notice in writing to Sublessee and Sublessor shall have the right to maintain and/or reenter and take possession of the Facilities

with or without process of law and remove all persons and property from the Facilities without being deemed guilty in any manner of trespassing and without prejudice to any other remedy of Sublessor for such a default. It is agreed that notwithstanding such a termination of the Sublease by the Sublessor, Sublessee shall remain liable for all damages sustained by Sublessor; or

b. Sublessor may terminate Sublessee's right to possession of the Facilities without terminating the Sublease and Sublessor shall have the right without further demand or notice to reenter and take possession of the Facilities with or without due process of law and remove all persons and property from the Facilities without being deemed guilty in any manner of trespass and Sublessee shall remain liable for rent in amount equal to the rent reserved less the net amount, if any, received by Sublessor from a reletting of the Facilities. Failure of Sublessor to declare any default immediately upon its occurrence, or delay in taking any action in connection with such a default, shall not waive the default, but Sublessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized under this agreement, either in law or in equity. If Sublessor shall institute suit for collection of any sums owing by Sublessee, the Sublessor shall be entitled to recover all reasonable attorney's fees incurred by Sublessor with respect to the suit.

7. Sublessee's rights and interests under this Sublease may not be encumbered, assigned, or transferred, in whole or in part, either by act of Sublessee or by operation of law or otherwise, nor may any sublease be granted by Sublessee without Sublessor's prior written consent. Any purported encumbrance, assignment, transfer, sublease, or other arrangement without Sublessor's prior written consent shall not be binding on Sublessor and shall constitute a default of Sublessee.

8. Any notice, consent, approval, request, bill, demand, election, or statement under this Agreement shall be in writing and shall be deemed to have been duly given when actually delivered to the addressee, or when mailed, postage prepaid, certified or registered mail, return receipt requested, addressed, if to Sublessor at the address for rental payments set forth above, and if to Sublessee, at the following address:

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

Such addresses may be changed from time to time by either party by giving notice to the other party as provided above. It is the obligation of each party to give such notice in the event of change of address.

9. Sublessor shall not be liable to Sublessee or to Sublessee's employees, agents, or invitees for any claim, loss, or damage occasioned by any of the following:

- a. Failure to keep facilities, fixtures or equipment in repair.
- b. Failure to provide the facilities or services set forth in this agreement.
- c. Plumbing, water, electricity, gas, steam, bursting of pipes, running or leaking of any wash stands, toilets, or waste pipes, wherever situated, or other such event.

Neither the Sublessor's landlord nor the Sublessor shall be liable to Sublessee, or any of its agents, employees, or invitees, for any injury to persons or damage to property resulting from the condition or design or any defect in the Building or its mechanical systems which may exist or subsequently occur, and Sublessee, with respect to itself and its agents, employees, and invitees, expressly assumes all risks and damage to persons and property, either proximate or remote, by reason of the present or future condition of the Facilities or the Building or any adjacent area. Sublessee agrees that it will indemnify and hold Sublessor and Sublessor's landlord harmless of, from, and against all suits, claims, and actions of every kind by reason of any breach, violation, or nonperformance of any term or condition on the part of the Sublessee. Additionally, Sublessee agrees to indemnify and hold Sublessor and Sublessor's landlord harmless of, from, and against all

claims, actions, damages, liabilities, and expenses asserted against the Sublessor or Sublessor's landlord on account of injuries to person or damage to property when and to the extent that any such damage or injury may be caused, either proximate or remote, wholly or in part by any act or omission, whether negligent or not, of Sublessee or any of its agents, employees, or invitees while such invitees are on the Facilities or of any other person entering upon the Facilities under or with the express or implied invitation of Sublessee, or if any such injury or damage may in any other way arise from or out of the occupancy or use of Sublessee, its agents, employees, or invitees.

10. If the Main Lease shall expire or terminate, (i) a termination of this Sublease will be simultaneously effected, (ii) the rental paid or to be paid under this sublease shall abate proportionately, (iii) any rentals paid to Sublessor for a period beyond such termination shall be repaid to Sublessee, and (iv) all amounts owed by Sublessee for services rendered under this agreement shall be immediately due and payable to Sublessor.

## 11. General and Administrative Provisions

a. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

b. Assignment. Neither party shall have any right to transfer or assign an interest in this Agreement without the prior written consent of the other party.

c. Corporate Authority. If any party is a legal entity, including a partnership, corporation or trust, that party represents to the other that this Agreement, the transaction contemplated in this agreement, and the execution and delivery of this agreement, have been duly authorized by all necessary partnership, corporate, or trust proceedings and actions, including without limitation, action on the part of the directors, if the party is a corporation. Certified copies of such corporate or other resolutions authorizing this transaction shall be delivered at Execution.

d. Time Limits. Time is of the essence in this Agreement and all time limits shall be strictly construed and rigidly enforced.

e. No Waiver. Any failure or delay in the enforcement by the Sublessor of the rights granted in this agreement shall not constitute a waiver of those rights or a basis for estoppel. The Sublessor may exercise the rights granted by this agreement irrespective of any delay or failure to enforce those rights.

f. Dispute or Contest. In the unlikely event that a dispute occurs or an action at law or in equity arises out of the operation, construction, or interpretation of this Agreement, the losing Party shall bear the expense of the attorney's fees and costs incurred by the prevailing Party in the action.

g. Paragraph Headings. The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect whatever.

h. Use of Pronouns. The use of the neuter singular pronoun to refer to any Party shall be deemed a proper reference whether the Party is an individual, a partnership, a corporation, or a group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural where a party to this Agreement consists of more than one individual or entity, and to corporations, partnerships, or individuals, or to females as well as males, shall in all instances be assumed as though in each case fully expressed.

i. Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Stafford, Harris County, Texas.

j. Severability. If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of said Agreement is held to be unenforceable, the invalidity of such a specific provision shall not invalidate any other provisions of this Agreement, which other provisions shall remain in full force and effect, unless removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled.

k. Entire Agreement. This Agreement represents the entire agreement by and between the Parties except as otherwise provided, and it may not be changed except by written amendment duly executed by all parties.

1. Unavoidable Delays. Delays in the performance of any duties under this Agreement that are not the fault of, and not within the reasonable preventive control of, the Party due to perform, including but not limited to, fire, flood, labor disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slowdowns, or disputes, or other similar events, shall not be deemed a default in the party's performance; the Parties shall extend the time of performance for a period of time equivalent to the length of delay, or for such other reasonable period of time as agreed to between the Parties.

m. Relationship Between Parties. The relationship between the Parties is only that of independent contractors. No partnership, joint venture, or relationship of principal and agent is intended. Sublessee shall not pledge the credit of Sublessor or bind Sublessor to any obligation, and Sublessee shall indemnify and save Sublessor harmless from and against all claims, demands, costs, and expenses in connection with the sublease.

n. Acceptance. This Agreement shall not be binding until it is executed by both parties.

o. Status of Agreement.

(i) This Agreement and the exhibits attached hereto and incorporated herein, if any, contain the entire Agreement of the Parties. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the Parties other than those set forth and duly executed in writing. No agreement of any kind shall be binding upon either Party unless and until it has been made in writing and duly executed by both Parties.

(ii) On execution of this Agreement, all previous agreement, contracts, arrangements, or undertakings of any kind relative to the rights granted in this Agreement are cancelled, and all claims and demands are fully satisfied.

p. Representations. No representation, promise, guarantee, or warranty was made to induce the execution of this Agreement or in connection with this agreement that is not expressly contained in this Agreement. By the execution and acceptance of this Agreement, the Parties acknowledge that they have read and understood each provision hereof.

By signing below, each party acknowledges that he/she/it has read this entire Agreement and agree to be bound by its terms and conditions:

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