

**COMPANY NAME**  
**COMMERCIAL SUBLEASE**

This Sublease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("Tenant"), and \_\_\_\_\_ ("Subtenant").

- A. Tenant is the lessor of real property situated in the City and County of \_\_\_\_\_, State of \_\_\_\_\_, described as \_\_\_\_\_
- B. Tenant desires to sublease a portion of said Property to Subtenant, and Subtenant desires to lease the Property from Tenant, upon the following TERMS and

**CONDITIONS:**

NOW, THEREFORE, for and in consideration of the mutual promises, terms and conditions set forth below, the parties agree as follows:

(1) Premises. XXXX Market Street \_\_\_\_\_, consisting of approximately \_\_\_\_\_ square feet.

(2) Rental Period - The Rental Period will be for \_\_\_\_\_ beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. The Rental Agreement will continue on a month to month basis thereafter. If the Subtenant for any reason should desire to discontinue these rental arrangements, the Subtenant shall provide 30 days written notice of Rental Termination. Tenant may terminate this Rental arrangement at any time by serving the Subtenant with 30 days written notice to vacate.

(3) Rent. The rent shall be \_\_\_\_\_ per month. The rent shall be paid in advance on or before the first day of each month during the term of this Lease and shall be deemed late if not received by the Tenant by the third (3rd) day of the month for which that month's rent is due. All rental payments shall be made to the Tenant at XXX Market Street, City, State, Zip. Tenant grants Subtenant quiet possession of the Property subject to the terms of this Lease.

(3a) Late Payment. Tenant may impose a \$100.00 late charge for any late payment of rent. Late payment charges are due and payable with that same month's rent. Any payment of rent by check that is not properly funded shall incur a \$50.00 returned check fee, payable to Tenant for each occurrence, plus late charge, if applicable.

(4) Use. Subtenant shall use and occupy the Property for artist studio space and / or offices. All permits and licenses shall be procured at Subtenant's expense. Subtenant shall use the Leased Premises in a careful, safe and proper manner and shall not use or occupy or permit the Leased Premises to be used or occupied for any purpose or in any manner prohibited by the laws of the United States, the State of \_\_\_\_\_, or the ordinances of the City and County of \_\_\_\_\_.

(5) Care and Maintenance of Premises. Subtenant acknowledges that the Premises and improvements thereon are in good order and repair. Subtenant shall not commit any waste or allow any damage to be committed on any portion of the Leased Premises. Subtenant shall, at its own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing additions, and heating installations and any other system or equipment upon the Property and shall surrender the same at termination hereof, in as good condition as received. Subtenant shall be

responsible for all repairs required. If Tenant shall incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending any action of Subtenant hereunder, Subtenant shall reimburse Tenant for the amount of such expense with interest at the rate of eighteen percent (18%) per annum from the date of Tenant's advance or advances therefore, which reimbursement and the interest thereon shall be paid within ten (10) days of Tenant's written demand therefore:

Subtenant covenants not to introduce any toxic or hazardous material or substance into the Building or onto the Property located at \_\_\_\_\_ and shall be fully responsible for the cost of removal and/or remedy of the introduction of any such material or hazardous material or substance from the Property.

(6) Alterations. Tenant must approve in advance any alterations, additions or improvements which Subtenant deems necessary to convert the Premises to the use intended by current structure of the building on the Property. Any such alterations, additions, or improvements shall be at the sole expense of the Subtenant, shall be performed in a first class manner, and shall stay with the Property after the lease term except for movable trade fixtures. Tenant May, by written notice to Subtenant given at least thirty (30) days prior to the end of the term, require Subtenant to remove all such improvements installed by the Subtenant and to repair any damage to the Leased Premises from such removal. Tenant shall have the right to post a notice of non-liability on the Property during construction of any and all Subtenant improvements and/or alterations to the Property. Subtenant shall cause any mechanic's lien claimed against the Property by any person or entity as a result of Subtenant's action to be removed within thirty (30) days of the filing thereof. Subtenant may contest such claimed lien, and shall indemnify and hold Tenant harmless from any claim, demand, liability or obligation therefore, including attorney's fees and costs incurred by Tenant with respect to same.

(7) Ordinances and Statutes. Subtenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Property occasioned by or affecting the use thereof by Subtenant.

(8) Assignment and Subletting. Subtenant shall not assign this Lease without the express written consent of Tenant being first obtained therefore. Any such assignment without such consent shall be void and, at the option of the Tenant, Tenant may terminate this Lease. Notwithstanding the consent of the Tenant to any such assignment or subletting, the Subtenant shall not be released from its obligations to pay the rent and to perform all other obligations to be performed by Subtenant hereunder for the balance of the term of this Lease and any extension or renewal thereof.

(9) Utilities. Subtenant shall pay Tenant Thirty-five Dollars (\$35) per month for utilities. This amount is due on or before the first of every month for the term of the lease agreement.

(10) Entry and Inspection. Subtenant shall permit Tenant or Tenant's agents to enter upon the Property at reasonable times and upon reasonable notice, for the purpose of inspecting the Property and requiring any necessary repairs thereto.

(11) Indemnification of Tenant. Tenant shall not be liable for any damage or injury to Subtenant, or any other person, or to any property, occurring on the Property or any part thereof, and Subtenant agrees to indemnify and hold Tenant harmless from any claims for

damages, claims, liabilities, and other obligations, other than those resulting from the gross negligence of the Tenant.

(12) Insurance. Subtenant may acquire renters property and liability insurance for their personal and property insurance.

(13) Tenant's Remedies on Default. If the Subtenant (i) defaults in the timely payment of rent (ii) defaults in the performance of any of the other covenants or conditions hereof after twenty (20) days prior written notice to the Subtenant thereof, Tenant may give Subtenant notice of default in accordance with law, and Tenant shall have the right, without terminating the Lease, to re-enter and take possession of the Property or any part thereof and repossess the same as of Tenant's former estate, and expel the Subtenant and those claiming through or under the Subtenant, and remove the effect of both or either (forcibly, if necessary) without being deemed guilty in any manner of trespass and without prejudice to any remedies for rent delinquencies or preceding lease defaults. In such event Tenant may from time to time, without terminating this Lease, relet the Property or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Tenant may deem advisable, with the right to make alterations and repairs to the Property. Such re-entry or taking possession of the Property by Tenant shall not be construed as an election on Tenant's part to terminate this Lease unless a written notice of termination be given to Subtenant. Such repossession shall not relieve Subtenant of its obligations and liabilities under this Lease, all of which shall survive such repossession, and Subtenant shall pay to Tenant the rent and additional rental and other sums hereinabove provided which would be payable if such repossession had not occurred, less the net proceeds (if any) of any reletting of the Property after deducting all of Tenant's expenses in connection with such reletting, including but without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys fees, expenses of employees, alteration costs and expenses of preparation for such reletting. Subtenant shall pay such current damages to Tenant on the days on which the rent would have been payable hereunder if possession had not been retaken, and Tenant shall be entitled to receive the same from Subtenant on each such day.

(14) Security Deposit. Tenant will hold \_\_\_\_\_ Security Deposit from Subtenant to secure payment of rent, and other monetary obligations of the Subtenant which shall be returned to the Subtenant within thirty (30) days after the termination of this Lease less any amounts thereof applied in accordance with law. The security deposit must be paid in full before Subtenant may take possession of stated premises.

(15) Subtenant shall not place signs on the Property or building thereon without first obtaining the written consent of Tenant.

(16) Waiver. No failure of Tenant or Subtenant to enforce any term hereof, or any delay in taking any action in connection therewith, shall be deemed a waiver.

(17) Notices. Any notice which either party may or is required to give, shall be given in writing by hand-delivery or by mailing the same, postage prepaid, to Subtenant at the Property, or Tenant at xxxx Market Street, City, State, Zip. Each party may specify another address by notice given in the same manner.

(18) Miscellaneous. Subtenant has a responsibility as a reasonable adult to do the tiniest bits of maintenance around the common areas i.e. occasionally take a trash out, and please replace toilet paper rolls when the old roll runs out.

(19) Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

In Witness Whereof, the parties have executed this Lease the day and year first above written.

Subtenant:

\_\_\_\_\_  
Tenant:

\_\_\_\_\_  
Lessor

Sample Preview  
Sample Preview