

SUBLEASE AGREEMENT



This Sublease Agreement (the "Sublease") is made and effective _____, _____, _____ by and between _____ ("Sublessor"), and _____ ("Subtenant", whether one or more).

Sublessor is the tenant in a lease agreement dated _____, _____, with _____ ("Landlord") for a term ending _____, _____ (the "Master Lease"). A copy of the Master Lease is attached hereto and incorporated herein by this reference. The property leased to Sublessor in the Master Lease is referred to as the "Leased Property".

Sublessor now desires to sublease the Leased Property to Subtenant, and Subtenant desires to acquire the sublease.

NOW, THEREFORE, for value received by each of the parties hereto, the receipt and sufficiency of which are hereby respectively acknowledged, and in consideration of the mutual agreements of the parties, it is agreed:

1. Sublease.

A. Sublessor agrees to sublease the Leased Property as follows:

Sublease Term: _____

Monthly Sublease Rent: _____

B. Subtenant shall pay the rent to Sublessor not later than the fifth (5th) day of each month. Rent payments shall be made to the address for Sublessor below or such other address that Sublessor may identify to Subtenant from time to time. Subtenant shall also pay to Sublessor any other amount or charge that Sublessor is obligated to pay under the Master Lease that arises or is attributable to Subtenant's occupancy such as, but not limited to, charges for garbage, water, sewer, utilities, common area expenses, maintenance and refuse removal. Such charges shall be paid within ten days of Sublessor's statement. Subtenant shall be responsible for procuring and paying for any utilities or services not provided by landlord pursuant to the Master Lease.

C. In the event there is more than one Subtenant party, then the obligations of each such Subtenant shall be joint and several.

D. Sublessor is not responsible for providing any furniture, utensils or other personal property for Subtenant's use during the Sublease Term.

2. Obligations Under Master Lease.

Subtenant agrees to comply with the terms of the Master Lease and shall not do or permit to be done anything that would constitute a breach or default of Sublessor's obligations in the Master Lease. Sublessor agrees to comply with all of Sublessor's obligations in the Master Lease. Sublessor agrees timely to pay rent and other charges due under the Master Lease and, provided Subtenant is not in breach or default of any obligation in this Sublease, shall not do anything to disturb Subtenant's use of the Leased Property pursuant to this Sublease.

3. Indemnification.

A. Subtenant will indemnify, protect, defend and hold Sublessor harmless from and against any and all loss, cost, damage and expense arising out of or in any way related to a breach or default of Sublessor's obligations in the Master Lease by Subtenant.

B. Sublessor will indemnify, protect, defend and hold Subtenant harmless from and against any and all loss, cost, damage and expense arising out of or in any way related to a breach or default of the Master Lease by Sublessor.

4. No Assignment or Sublease.

Subtenant shall not, without the prior written consent of both Sublessor and the landlord in the Master Lease, assign this Sublease or sublet the Leased Property or any part thereof.

5. Notices.

Any notice given in connection with this Agreement, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery service as follows:

If to Sublessor:

If to Subtenant:

6. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed as of the date first above written.

Sublessor:

Signature:

Date:

Subtenant:

Signature:

Date:

The undersigned, the landlord in the Master Lease, hereby acknowledges consent to the foregoing Sublease Agreement.

Landlord:

Signature:

Date.

Disclaimer:

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