

SUBLEASE



THIS SUBLEASE made as of _____, _____,

BETWEEN: _____ (the "Tenant")

- and -

_____ (the "Subtenant")

WHEREAS:

(A) By a lease dated _____, _____ (the "Headlease"),

_____ (the "Landlord") leased to

the Tenant the premises known as _____
(the "Premises") for a term of _____ years commencing _____, _____ ;

(B) The Tenant has agreed with the Subtenant to grant a sublease of the Premises on the terms stated in this Sublease;

NOW THEREFORE:

1. The Tenant hereby subleases the Premises to the Subtenant for a term of _____ from _____, _____, at a rent of _____ per year payable in equal monthly installments in the amount of _____ in advance, the first payment to be made on or before the first day of the month next following and thereafter on the first day of each succeeding month throughout the term.

2. The Subtenant covenants with the Tenant as follows:

(a) to pay the rent and other amounts payable by the tenant under the Headlease and to observe and perform all of the obligations of tenant under the Headlease;

(b) to pay and discharge as the Tenant shall direct all municipal and other taxes including school and local improvement taxes imposed or charged during the term of this sublease upon or in respect of the Premises or upon the owner, tenant or occupier of them or payable by any of them, the amount of any such payment, if not so paid, to be deemed to be additional rent under this Sublease;

(c) if during the term the Premises are assessed for the support of separate schools, to pay such assessments;

(d) to use the Premises only for the purpose of _____

_____;

(e) to keep the Premises clean and in good and tenantable repair;

(f) to permit the Landlord and the Tenant and persons authorized by them at all reasonable times to enter and examine the condition of the Premises and upon notice to repair in accordance with the notice, and to indemnify the Tenant against any breach of covenant in this Sublease;

(g) not to do or permit or suffer to be done any action whereby the policy of insurance against damage to the Premises by fire may become void or voidable or the rate of premium increased without giving the Tenant at least one month's notice in writing of such action and if the rate of premium is increased by such action, to pay to the Tenant the increase in premium together with all expenses incurred by the Tenant in connection with the renewal or replacement of policies occasioned by breach of this covenant, and all payments to be made by the Subtenant pursuant to this covenant shall be deemed to be additional rent;

(h) not to assign, sublet or part with possession of any part of the Premises without the prior consent in writing of the Tenant and of the Landlord;

(i) not to mortgage, charge or otherwise encumber its interest in this sublease;

(j) during the last months of the term of this sublease to permit the Tenant to affix upon the Premises a notice to let the Premises and to permit the Tenant and his agent and prospective tenants at all reasonable times to view the Premises;

(k) to yield up the Premises with all fixtures, leasehold improvements and additions at the termination of this sublease in good and tenantable repair.

3. The Tenant hereby covenants with the Subtenant:

(a) for quiet enjoyment;

(b) to pay the rent reserved, by and to perform and observe the covenants on its part contained in the Headlease with respect to the Premises as far as they are not hereby required to be performed and observed by the Subtenant;

(c) to keep indemnified the Subtenant from all proceedings, damages, costs, claims and expenses arising from any omission by the Tenant to pay when due the rent reserved under the Headlease or breach of any of the tenant's covenants contained in the Headlease.

IN WITNESS WHEREOF the parties hereto have executed this Sublease as of the date first above written.

Tenant Signature:	Date
Subtenant Signature:	Date

Disclaimer:

Any forms or information provided by E-Renter USA, on this page or any other form from our site, is not intended to replace legal advice. You are advised to consult an attorney in your area, and to check all local and state regulations.