

Sublease of Office Space

This Sublease Agreement is made on the _____ (**date**), between _____ (**Name of Lessee**) a corporation organized and existing under the laws of the state of _____, with its principal office located at _____ (**street address, city, county, state, zip code**), referred to herein as **Lessee**, and _____ (**Name of Sublessee**), a corporation organized and existing under the laws of the state of _____, with its principal office located at _____ (**street address, city, county, state, zip code**), referred to herein as **Sublessee**.

Whereas, *Lessee* has leased space in an office building; and

Whereas, *Sublessee* desires to obtain office space in the geographical area in which the building is located; and

Whereas, the parties desire to enter a lease agreement assuming all rights, duties, and liabilities of the parties;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of Premises

A. *Lessee* has leased a building consisting of _____ (**number**) floors and approximately _____ (**number**) square feet of office space from _____ (**Address of Lessor**).

B. *Lessee* shall demise to *Sublessee* the _____ (**number**) square feet of the building, all located on the _____ (**ordinal number**) floor, as more fully described in **Exhibit A**, which is attached to and made a part of this Sublease Agreement. Said property to be subleased is hereinafter referred to as the *Premises*.

2. Purpose of Sublease

A. The *Premises* demised under this Sublease Agreement are to be used by *Sublessee* in the conduct of the business of (**description of business**) _____ and all tasks related to that business.

B. *Sublessee* shall not use the *Premises* for any illegal, immoral, or ultra-hazardous activity, whether within or outside the scope of the business of *Sublessee*.

3. Term of Sublease

A. The term of this Sublease Agreement shall be for an initial period of _____ (**number**) years, commencing on _____ (**date of commencement of Sublease**), and terminating on _____ (**date of end of Sublease**), unless earlier terminated by breach of the terms and conditions of this Sublease Agreement or as provided in **Sections 7 or 16**.

B. Lessor concurs that *Sublessee* may remain in possession of the *Premises* for the full term of this Sublease Agreement, despite any change that may occur in the status of *Lessee* or the lease agreement between *Lessee* and Lessor.

4. Rent

Sublessee shall pay to *Lessee* as basic rent \$_____ (**dollar amount of monthly rent**) per month, on the _____ (**ordinal number**) day of each month, commencing on _____ (**date of first payment**), and continuing each subsequent month during the term of this Sublease Agreement. *Sublessee* shall pay all other sums due as additional rental under the provisions of this Sublease Agreement on the basic rental payment due date first occurring after the additional Rental payment arises.

5. Services and Utilities

Lessee shall furnish all water and sewer services to *Sublessee* at the expense of *Lessee*. All other utilities required by *Sublessee* on the *Premises*, including gas, electricity, and telephone services, shall be obtained by and at the expense of *Sublessee*. *Sublessee* shall also obtain and pay the expense of all janitorial services required on the *Premises*.

6. Accidental Damage or Injury

Lessor and *Lessee* shall not be liable for damage to property or any injury to persons, sustained by *Sublessee* or others as a result of conditions or activities on the *Premises*. *Sublessee* shall indemnify *Lessee* and Lessor against all claims arising from such damages or injuries and shall carry liability insurance to insure *Lessee*, *Sublessee*, and Lessor against any claims in amounts to be approved by Lessor.

7. Casualty Damage or Injury

If the *Premises* are destroyed or damaged by any acts of war; the elements, including fire; or any other cause to such an extent as to render the *Premises* untenable in whole or in substantial part, Lessor has the option of rebuilding or repairing the *Premises* by giving notice to that effect to *Lessee* within _____ (**number**) days after the occurrence of any damage or incident of Lessor to rebuild or repair the *Premises* or the part so damaged. If Lessor elects to rebuild or repair the *Premises* and does so without unnecessary delay, *Sublessee* shall be bound by this Sublease Agreement, except that during the period of repair the rent of the *Premises* shall be abated in the same proportion that the part of the *Premises* rendered unfit for occupancy by *Sublessee* shall bear to the whole of the Subleased *Premises*. If Lessor fails to give notice of the intent to repair, *Sublessee* shall have the right to declare this Sublease Agreement terminated.

8. Compliance with Original Lease and Laws

A. *Sublessee* shall not cause or allow any undue waste on the *Premises* and shall comply with all applicable laws and ordinances respecting the use and occupancy of the *Premises* relating to matters not covered elsewhere in this Sublease Agreement, provided that *Sublessee* shall not be required to make any alterations, additions, or improvements to the *Premises* in order to conform with this Sublease Agreement.

B. *Sublessee* shall perform and observe the terms and conditions to be performed on the part of *Lessee* under the provisions of the original lease agreement between *Lessee* and Lessor, excepting the covenant for the payment of rent reserved by such lease agreement, and to indemnify *Lessee* against any and all claims, damages, costs, and expenses in respect to the nonperformance or nonobservance of any such terms or conditions.

9. Repairs

Subject to the obligations of Lessor under Section _____ (*number*) of the original Lease Agreement, Lessee, unless specified to the contrary in this Sublease Agreement, shall maintain the *Premises* in good repair and tenantable condition during the continuance of this Sublease Agreement, except in case of damage arising from acts or negligence of *Sublessee* or the agents of *Sublessee* .

10. Alterations, Additions, or Improvements

A. *Sublessee* shall not make any alterations, additions, or improvements on or to the *Premises* without first obtaining the written consent of Lessee. Alterations, additions, and improvements that shall be made shall be at the expense of *Sublessee* and shall become the property of Lessee and shall remain and be surrendered with the *Premises* as a part of them, at the termination of this Sublease Agreement without disturbance, molestation, or injury to *Sublessee* .

B. Nothing contained in this Section shall prevent *Sublessee* from removing all office machines, equipment, and trade fixtures customarily used in the business of *Sublessee* .

11. Liens

Sublessee shall keep the *Premises* free and clear of all liens arising out of any work performed, materials furnished, or labor furnished by *Sublessee* .

12. Access to Premises

Sublessee shall allow Lessee or the agents or employees of either the free access to the *Premises* at reasonable times for the purpose of inspecting or of making repairs, alterations, or additions to the *Premises* or any property owned by or under the control of either party.

13. Advertisements

All signs or symbols placed in the windows or doors of the demised *Premises* or on any exterior part of the building by *Sublessee* shall be subject to the approval of Lessee. If *Sublessee* shall place signs or symbols on the exterior of the building or in the windows or doors where they are visible from the street that are not satisfactory to Lessee, Lessee may immediately demand the removal of the signs or symbols. The refusal by *Sublessee* to comply with any demand within a period of _____ (*number*) hours will constitute a breach of this Sublease Agreement and entitle Lessee immediately to recover possession of the *Premises* in the manner provided by law. Any signs so placed on the *Premises* shall be so placed on the understanding and agreement that *Sublessee* shall remove these signs or symbols at the termination of the tenancy created in and by this Sublease Agreement and repair any damage or injury to the demised *Premises* caused by the same. If not so removed by *Sublessee*, then Lessee may have the signs or symbols removed at the expense of *Sublessee*.

14. Sales, Assignments, and Subleases

A. *Sublessee* shall not assign this Sublease Agreement or sell or sublet the subleased *Premises*, or any part of or interest in them, without the prior, express, and written consent of Lessee.

B. This Sublease shall not be assigned by operation of law.

C. If consent is once given by *Lessee* to the assignment of this Sublease Agreement or Sublease of the *Premises* or any interest in this Sublease Agreement, *Lessee* shall not be barred from subsequently refusing to consent to any further assignment or sublease.

D. Any attempt to sell, assign, or sublet without the consent of *Lessee* shall be deemed a default by *Sublessee*, entitling **Lessee** to reenter pursuant to **Section 19** if *Lessee* so elects.

15. Quiet Enjoyment

If *Sublessee* performs the terms of this Sublease Agreement, *Lessee* will warrant and defend *Sublessee* in the enjoyment and peaceful possession of the *Premises* during the term of this Sublease Agreement without any interruption by *Lessee* or *Lessee's* heirs, assigns, or any person rightfully claiming under either of them.

16. Condemnation

A. If the *Premises* or any part of the *Premises* is appropriated or taken for any public use by virtue of eminent domain, condemnation, or national defense laws or if by reason of law, ordinance, or court decree, whether by eminent domain or otherwise, the use of the *Premises* by *Sublessee* for any special purposes referred to in this Sublease Agreement shall be prohibited, and *Sublessee* shall have the right to terminate this Sublease on written notice to *Lessee*. Rents shall be paid only to the time when *Sublessee* surrenders possession of the *Premises*.

B. In the event of a partial appropriation, *Sublessee* may elect to continue in possession of that part of the *Premises* not so appropriated under the same terms and conditions of this Sublease Agreement, except that in those cases *Sublessee* shall be entitled to a reasonable reduction of the rental payment under this Sublease Agreement.

C. Any rental paid in advance beyond the time that the property has been taken from *Sublessee* shall be returned by *Lessee* to *Sublessee* on demand.

D. *Sublessee* does not waive any right to recover from the condemnation authority for any damage that may be suffered by *Sublessee* by reason of any condemnation.

17. Option to Renew

Subject to the receipt by *Lessee* of an extension of the original lease agreement for a sufficient duration to include this renewal, at any time before the commencement of the last calendar month of the first term of this Sublease Agreement, *Sublessee* is granted the option and privilege of extending and renewing the term of this Sublease Agreement for an additional _____ (number)-year period at an annual rental to be agreed on or arbitrated as provided in this Sublease Agreement.

18. Default by Lessor or Lessee

If Lessor or *Lessee* fails or neglects to perform under the provisions of this Sublease Agreement or of the original lease between them, then *Sublessee* may, after reasonable notice in writing of not less than _____ (number) days, terminate this Sublease Agreement.

19. Default of Sublessee

A. If any rents reserved, or any part of them, shall be and remain unpaid when they shall become due or if *Sublessee* violates or defaults in any of the provisions of this

Sublease Agreement, then *Lessee* may cancel this Sublease Agreement by giving the required notice and reenter the *Premises*.

B. In spite of any reentry, the liability of *Sublessee* for the rent shall not be extinguished for the balance of the term of this Sublease Agreement, and *Sublessee* shall make good to *Lessee* any deficiency arising from a reentry and reletting of the demised *Premises* at a reduced rental.

C. *Sublessee* shall pay any deficiency on the first day of each month immediately following the month in which the amount of deficiency is ascertained by *Lessee*.

20. Insolvency or Bankruptcy

If *Sublessee* becomes insolvent, voluntarily or involuntarily bankrupt, a receiver, assignee, or other liquidating officer is appointed for the business of *Sublessee*, then *Lessee* may terminate this Sublease Agreement at the option of *Lessee*.

21. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the failure of either party to object to any breach of any of the terms and conditions of this Agreement, shall not constitute a subsequent waiver of any such terms and conditions, but the same shall continue to remain in full force and effect as if no such forbearance or waiver had occurred.

22. Termination and Surrender

A. *Sublessee* shall surrender the *Premises* within _____ (*number*) days from receipt of notice of termination of this Sublease Agreement or on the last day of the term of this Sublease Agreement.

Lessee shall have the right to place and maintain on the *Premises* "For Rent" or "For Sale" signs during the last _____ (*number*) days of the term of this Sublease Agreement.

C. *Sublessee* shall, at the expiration of this Sublease Agreement, surrender the keys to the *Premises* to *Lessee*.

D. If *Sublessee* shall surrender the *Premises* at the election of *Sublessee*, the liability for all duties and obligations required of *Sublessee* shall continue until the surrender has been accepted by *Lessee* in writing.

23. Removal of Personal Property

A. *Sublessee* shall have the right to remove all personal property, trade fixtures, and office equipment, whether attached to the *Premises* or not, provided that these items can be removed without serious damage to the building or the *Premises*.

B. All holes or damages to the building or the *Premises* caused by removal of any items shall be restored or repaired by *Sublessee* promptly.

C. *Sublessee* shall be entitled to remove any electrical service connections installed by *Sublessee* that were designed specifically for *Sublessee*.

D. If Lessee or Lessor reenters or retakes possession of the *Premises* prior to the normal expiration of this Sublease Agreement, Lessee or Lessor shall have the right, but not the obligation, to remove from the *Premises* all personal property located on the *Premises* belonging to *Sublessee*. Either party may place the property in storage in a public warehouse at the expense and risk of *Sublessee*.

24. Holding Over

A. Any holding over at the expiration of this Sublease Agreement with the consent of Lessee shall be on a month-to-month basis, which tenancy may be terminated as provided by the laws of _____ (*name of state*).

B. During any holdover tenancy, *Sublessee* shall pay the same rate of rental on a monthly basis as is in effect at the time of the termination of this Sublease Agreement and shall be bound by all the terms and conditions of this Sublease Agreement.

25. Acknowledgment by Lessor

This Sublease Agreement is made with the knowledge and agreement of lessor of the *Premises* and Lessor accepts this Sublease Agreement but retains the right to disapprove any future Sublease between Lessee and *Sublessee* or between Lessee and any other party.

26. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

27. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of _____.

28. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

29. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

30. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

31. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

32. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

33. In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated

(Name of Lessee)

(Name of Sublessee)

By: _____

(Printed name & Office in Corporation)

(Printed name & Office in Corporation)

(Signature of Officer)

(Signature of Officer)

SAMPLE