COMMERCIAL SUBLEASE AGREEMENT

This Commercial Sublease Agreement (this "Sublease") is made between the Sublessor and the Sublessee named below, takes effect on the date the last of them signs it, and is governed by the law of the State of _____.

Sublessor (the business tenant that is subletting): _____, acting through _____, its _____. Notice address: _____.

Sublessee (the business taking the space): _____, acting through _____, its _____. Notice address before move-in: _____.

Landlord (under the original lease): _____, notice address _____. The Landlord is not a party to this Sublease except as signer of the consent below.

1. MASTER LEASE AND PREMISES

The Sublessor leases premises at _____, Suite _____ (the "Master Premises") from the Landlord under a lease dated _____ that expires on _____ (the "Master Lease"). A copy is attached as Exhibit A, or the Sublessee confirms it has reviewed a copy. Only rent figures that do not affect the Sublessee may be blacked out.

The Sublessee takes (check one): [ ] all of the Master Premises; [ ] this part of them, shown on the floor plan attached as Exhibit B: _____; [ ] shared use of these desks or workstations, shown on Exhibit B: _____. About _____ rentable square feet. The Sublessee may also use these shared areas: _____, and the building common areas only as the Master Lease allows the Sublessor.

This is a sublease, not an assignment. The Sublessor remains liable to the Landlord, and the Landlord and the Sublessee have no landlord and tenant relationship.

2. PERMITTED USE

The Sublessee will use the Subleased Premises only for _____, which must also be allowed by the Master Lease. It will comply with all laws that apply to its use, obtain its own licenses and permits, and bring no hazardous substances except ordinary office, cleaning and maintenance supplies and these materials: _____.

California only: the Sublessor states whether the Subleased Premises have undergone inspection by a Certified Access Specialist (CASp): [ ] yes, and the report was given to the Sublessee before signing; [ ] no. If no, the lease must include the statement required by California Civil Code section 1938(e).

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

3. TERM AND LANDLORD CONSENT

The Term begins on _____ (the "Commencement Date") and ends on _____. It can never extend past the day before the Master Lease expires or ends. The Sublessee has no renewal, extension, expansion or other option.

Landlord consent (check one): [ ] the Landlord consents by signing below, and this Sublease takes effect only then; [ ] the Landlord consented in writing on _____, attached as Exhibit D; [ ] consent is still needed: the Sublessee may not enter and owes no Rent until the Landlord consents in writing, and if consent is not given by the Commencement Date, either Party may cancel and receive a full refund within 10 days; [ ] the Master Lease permits this Sublease without consent.

Note: in Texas a tenant may not sublet without the landlord's prior consent (Tex. Prop. Code § 91.005). In California, a consent clause with no stated standard means consent may not be unreasonably withheld (Cal. Civ. Code § 1995.260).

4. RENT, OPERATING COSTS AND DEPOSIT

Base Rent is $_____ per month, paid in advance on the first day of each month, prorated for partial months, with the first month due on signing. On each anniversary of the Commencement Date, Base Rent increases by _____ percent (write 0 for no increase). Rent more than 5 days late carries a late charge of _____ percent of the overdue amount. The Sublessee pays any sales, use or privilege tax on Rent.

Base Rent is (check one): [ ] about the same as; [ ] less than; [ ] more than the rent the Sublessor pays for the same space. Any share of excess rent owed to the Landlord is the Sublessor's cost.

Operating costs (check one): [ ] gross: Base Rent includes the Sublessee's share of taxes, insurance and common area maintenance; [ ] pass-through: the Sublessee also pays _____ percent of all operating expenses, taxes, insurance and common area charges the Sublessor pays under the Master Lease; [ ] base year: the Sublessee pays _____ percent of increases over base year _____. For pass-through and base year, the Sublessee pays monthly estimates, and the Parties settle up within 30 days after the Landlord's annual statement.

Security deposit: $_____, returned less amounts applied within 30 days after the end of the Term and surrender, or any shorter time the law requires. It earns no interest unless the law requires.

5. CONDITION, FF&E AND SERVICES

The Sublessee accepts the Subleased Premises "as is," except for this work the Sublessor will complete before the Commencement Date: _____. The Sublessee keeps the space in good order and makes the repairs the Master Lease requires of the tenant. Repairs the Landlord owes remain the Landlord's.

Furniture, fixtures and equipment included (Exhibit C): _____. At the end of the Term they (check one): [ ] stay the Sublessor's and are left in place; [ ] become the Sublessee's, as is, and must be removed.

Utilities (check one): [ ] included in Base Rent; [ ] paid directly by the Sublessee (separate meters); [ ] the Sublessee pays _____ percent of each bill within 15 days. The Sublessee [ ] does [ ] does not pay the Landlord's charge for after-hours heating and cooling it requests.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

6. INCORPORATION OF THE MASTER LEASE

The Master Lease terms apply to the Subleased Premises, with "Landlord" meaning the Sublessor and "Tenant" meaning the Sublessee, except: rent amounts, the deposit, all options and rights of first offer or refusal, landlord work and allowances, and these provisions: _____. The Sublessee's time to act under any incorporated term is 5 days shorter, or half as long if shorter.

The Sublessee assumes the tenant's obligations under the Master Lease for the Subleased Premises during the Term (other than paying the Landlord rent), will not cause a default under it, and will indemnify, defend and hold harmless the Sublessor and the Landlord from claims arising from its use, its breach, or its negligence or willful misconduct.

The Sublessor will pay the Master Lease rent on time, keep the Master Lease in force, forward Landlord notices within 5 business days, and use reasonable efforts to have the Landlord perform its duties. If the Sublessor fails to pay the Landlord, the Sublessee may pay the Landlord directly and deduct that payment from Rent.

7. INSURANCE, ALTERATIONS, SIGNS AND TRANSFERS

The Sublessee will carry commercial general liability insurance of at least $_____ per occurrence and $_____ aggregate (and any higher amount the Master Lease requires), property insurance on its own property, and workers' compensation as the law requires, naming the Landlord and the Sublessor as additional insureds. The Parties waive subrogation to the extent the Master Lease and their insurers allow.

No alterations without the written consent of the Sublessor and, where required, the Landlord, except cosmetic changes if checked: [ ]. Signs allowed: [ ] none; [ ] building directory and suite signs; [ ] exterior or storefront sign, subject to Landlord approval and permits.

The Sublessee may not assign, sublet or let anyone else occupy any part of the Subleased Premises without the written consent of the Sublessor and, where required, the Landlord. A transfer of more than half of the Sublessee's ownership counts as an assignment.

8. DEFAULT, SURRENDER AND BROKERS

The Sublessee is in default if it does not pay Rent within _____ days, or cure any other breach within _____ days, after written notice, or causes a default under the Master Lease. The Sublessor then has every remedy the Master Lease gives the Landlord and every remedy the law allows.

If the Master Lease ends early, this Sublease ends with it, and prepaid Rent and the deposit are refunded. At the end of the Term the Sublessee will remove its property and any alterations the Landlord or Sublessor requires, and leave the space in the condition the Master Lease requires. Holdover rent is 150 percent of Base Rent, plus any loss the holdover causes.

Brokers: _____, whose commission is paid by the [ ] Sublessor [ ] Sublessee under a separate agreement. Otherwise each Party states it used no broker.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

9. GENERAL TERMS

Notices go by hand, overnight courier or certified mail to the addresses above. This Sublease and its exhibits are the entire agreement and can be changed only in a signed writing. If any part is unenforceable, the rest still applies. Each signer is authorized to sign for its Party. This Sublease may be signed in counterparts and electronically. The prevailing Party in a dispute [ ] may [ ] may not recover reasonable attorney fees.

Additional terms: _____

SIGNATURES

Sublessor (by authorized signer)

Signature: _____ Date: _____

Printed Name: _____

Sublessee (by authorized signer)

Signature: _____ Date: _____

Printed Name: _____

LANDLORD'S CONSENT TO SUBLEASE

The Landlord named above consents to this Sublease. This consent covers only this Sublease, does not release the Sublessor from the Master Lease, and does not amend the Master Lease or bind the Landlord to any term of this Sublease. If the Master Lease ends early, this Sublease ends too unless the Landlord chooses in writing to have the Sublessee attorn to it.

Landlord: _____ By: _____ Name and title: _____ Date: _____

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.