

COMMERCIAL SUBLEASE AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your arrangement, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Commercial Sublease Agreement (this "**Sublease**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SUBLESSOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [SUBLESSOR ADDRESS] (the "**Sublessor**"), being the tenant under the Master Lease defined below; and

[SUBLESSEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [SUBLESSEE ADDRESS] (the "**Sublessee**").

Sublessor and Sublessee are each a "**Party**" and together the "**Parties**."

Recitals. Sublessor leases certain commercial premises from [MASTER LANDLORD NAME] (the "**Master Landlord**") under a lease dated [MASTER LEASE DATE] (the "**Master Lease**"). Sublessor wishes to sublease a portion or all of those premises to Sublessee, and Sublessee wishes to take the sublease, on the terms below. Commercial subleasing is subject to the Master Lease, the Master Landlord's consent, and local law, which vary by jurisdiction. In consideration of the mutual promises below, the Parties agree as follows.

1. Premises and Master Lease

1.1 Subleased premises. Sublessor subleases to Sublessee the premises located at [SUBLEASED PREMISES ADDRESS / SUITE], consisting of approximately [SQUARE FOOTAGE] rentable square feet (the "**Premises**").

1.2 Subject to Master Lease. This Sublease is subject and subordinate to the Master Lease, a copy of which Sublessee acknowledges receiving. Sublessee assumes and agrees to perform all obligations of Sublessor under the Master Lease that apply to the Premises during the Term, except for the payment of base rent to the Master Landlord and except as expressly modified here.

1.3 Master Landlord consent. This Sublease is contingent on the Master Landlord's written consent to the extent required by the Master Lease. If consent is required and not obtained within [NUMBER] days, either Party may terminate this Sublease without further liability.

1.4 No greater rights. Sublessee acquires no greater rights against the Master Landlord than Sublessor holds under the Master Lease, and this Sublease terminates automatically if the Master Lease terminates for any reason.

2. Term

2.1 Term. The term of this Sublease begins on [SUBLEASE START DATE] and ends on [SUBLEASE END DATE] (the "**Term**"), unless terminated earlier as provided here. The Term may not extend beyond the term of the Master Lease.

2.2 Holdover. If Sublessee remains in possession after the Term without Sublessor's written consent, the holding over is a tenancy at sufferance, and Sublessee will pay holdover rent equal to [PERCENTAGE, e.g. 150]% of the

rent in effect at the end of the Term, in addition to any liability under the Master Lease.

3. Rent and Other Charges

3.1 Base rent. Sublessee will pay Sublessor base rent of **[\$ AMOUNT]** per month, due on the **[DAY]** of each month, without demand, at the address in Section 11 or as Sublessor directs.

3.2 Additional rent. Sublessee will pay its proportionate share of operating expenses, taxes, common area charges, and other pass-through amounts charged under the Master Lease, calculated as **[METHOD / PERCENTAGE]**.

3.3 Utilities and services. Sublessee is responsible for **[UTILITIES, JANITORIAL, ETC.]** serving the Premises, either directly or by reimbursing Sublessor for its proportionate share.

3.4 Late charges. Rent not received within **[NUMBER]** days of its due date accrues a late charge of **[\$ AMOUNT or PERCENTAGE]** and interest at the lesser of **[RATE]** or the maximum rate permitted by applicable law.

4. Security Deposit

4.1 Deposit. Sublessee will deposit **[\$ AMOUNT]** with Sublessor as security for performance (the "Deposit").

4.2 Use and return. Sublessor may apply the Deposit to cure defaults or repair damage beyond ordinary wear. Sublessor will return the unused Deposit within the period required by applicable law after the Term ends and Sublessee surrenders the Premises.

5. Use of Premises

5.1 Permitted use. Sublessee will use the Premises only for **[PERMITTED USE]** and for no other purpose, and only in a manner permitted by the Master Lease and applicable law.

5.2 Compliance. Sublessee will comply with all laws, regulations, zoning rules, and the Master Lease provisions applicable to its use of the Premises, and will not commit waste or nuisance.

5.3 No hazardous materials. Sublessee will not bring, store, or release hazardous materials on the Premises except in compliance with applicable environmental law and the Master Lease.

6. Condition, Maintenance, and Alterations

6.1 Condition. Sublessee accepts the Premises in their **[AS-IS / TENANT IMPROVED]** condition as of the start of the Term, subject to any work described in **[EXHIBIT / ATTACHMENT]**.

6.2 Maintenance. Sublessee will maintain the Premises in good order and return them at the end of the Term in the condition required by the Master Lease, ordinary wear and tear excepted.

6.3 Alterations. Sublessee will not make alterations without Sublessor's prior written consent and, where required, the Master Landlord's consent.

7. Insurance and Indemnity

7.1 Insurance. Sublessee will maintain commercial general liability insurance of at least **[\$ AMOUNT]** per occurrence and any other coverage required by the Master Lease, naming Sublessor and the Master Landlord as additional insureds.

7.2 Indemnity. Sublessee will indemnify and hold harmless Sublessor and the Master Landlord from claims arising out of Sublessee's use or occupancy of the Premises, except to the extent caused by Sublessor's

negligence or willful misconduct.

8. Assignment and Further Subletting

8.1 Restriction. Sublessee may not assign this Sublease or further sublet the Premises without Sublessor's prior written consent and any consent required under the Master Lease.

9. Default and Remedies

9.1 Events of default. Sublessee is in default if it fails to pay rent when due and does not cure within [NUMBER] days of notice, or breaches any other obligation and does not cure within [NUMBER] days of notice.

9.2 Remedies. On default, Sublessor may pursue all remedies available under the Master Lease and applicable law, including termination of this Sublease and recovery of unpaid rent and damages, subject to any local law requiring mitigation.

9.3 Sublessor default. If Sublessor defaults under the Master Lease in a way that threatens Sublessee's tenancy, Sublessee may, after notice, take reasonable steps to protect its interest and offset documented costs against rent to the extent permitted by law.

10. Surrender

10.1 Surrender. At the end of the Term, Sublessee will surrender the Premises broom-clean and in the condition required by the Master Lease, remove its property, and return all keys and access devices.

11. General Provisions

11.1 Governing law and venue. This Sublease is governed by the laws of the State of [STATE]. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

11.2 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt or as the Master Lease provides.

11.3 Entire agreement; amendment. This Sublease, together with the Master Lease as incorporated, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties and, where required, the Master Landlord.

11.4 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

11.5 Counterparts and electronic signature. This Sublease may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Sublease as of the Effective Date.

SUBLESSOR

SUBLESSEE

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

CONSENT OF MASTER LANDLORD (if required by the Master Lease)

MASTER LANDLORD

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE]**

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.