**Commercial Sublease Agreement**

This Sublease Agreement is made between the Tenant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Subtenant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
The Tenant hereby agrees to sublease, and the Subtenant agrees to rent the following Premises:  
  
Street Address:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Premises Description:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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### Commercial Sublease Agreement

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The Tenant hereby agrees to sublease, and the Subtenant agrees to rent the following Premises:  
  
Street Address:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Premises Description:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
The Tenant and Landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ entered into a [lease agreement](http://www.free-real-estate-forms.com/commercial-lease-agreement.html) for the Premises described above which began on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. (herein referred to as the "Master Lease"). A copy of the Master Lease is attached to this Sublease Agreement.  
  
1. TERM:  
  
This sublease term shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
The option to renew shall be as follows (choose one):  
  
[     ] The Subtenant shall have the option to renew this sublease for one extended term of \_\_\_\_\_ months. If the Subtenant chooses to extend the sublease, he/she has to give a written notice to the Tenant \_\_\_\_\_ days before the initial sublease term expires. If the sublease is renewed, it shall bear the same terms, conditions and provisions contained in this commercial sublease agreement.  
  
[     ] The Subtenant shall not have the option to renew this sublease.  
  
2. RENT:  
  
The Subtenant agrees to pay the Tenant an amount of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month as rent on or before the \_\_\_\_\_ day of each month.  
  
If rent due is not paid on of before the \_\_\_\_\_ day of the month, Tenant agrees to pay a late fee of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ plus an additional late fee of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per day until the rent is paid in full.  
  
3. SECURITY DEPOSIT:  
  
The Subtenant shall deposit an amount of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be held by the Tenant as security deposit. The Tenant shall have the right to make deductions from this security deposit for any payments due and to make good on any default of this Commercial Sublease Agreement by the Subtenant.  
  
Upon the termination of this Sublease Agreement, the Tenant shall refund any remaining amount of this security deposit to the Subtenant.  
  
4. MASTER LEASE:  
  
The Subtenant is subject to all terms and conditions of the Master Lease, except for the terms in the Master Lease which are directly contradicted by this Sublease Agreement. In such an event, the terms of this Sublease Agreement shall control over the Master Lease.  
  
Furthermore, the Subtenant agrees to fully and timely perform all of the Tenant's duties and obligations under the Master Lease. The Subtenant also agrees to hold the Tenant harmless from all liability, judgments, costs, damages, claims or demands arising out of the Subtenant's failure to comply with the Master Lease.

The Tenant hereby represents to the Subtenant that there is no existing default of the Master Lease by any party.  
  
5. CONDITION OF PREMISES:  
  
The Subtenant has inspected the Premises, and has accepted the Premises and all existing improvements in their present condition, on an "as-is" basis. Upon the commencement of this sublease term, the Tenant shall not be required to make any repairs or improvements for the benefit of the Subtenant, but this does not relieve the Tenant of any obligations to the Landlord under the Master Lease.  
  
6. USE OF PREMISES:  
  
The Subtenant shall only use and occupy the Premises for the following purpose(s):  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
The Premises may not used for any other purpose and the Tenant hereby represents that the Premises may be lawfully used for the purpose(s) described above.  
  
7. ASSIGNMENT AND SUBLET:  
  
The Subtenant shall not assign this sublease or sublet any part of the Premises without the Tenant's written consent. The Tenant agrees not to withhold such consent unreasonably.  
  
8. LEGAL FEES:  
  
If any party takes legal action to enforce any of the terms of this Sublease Agreement, the losing party shall pay the attorney fees for the prevailing party in addition in all other relief.  
  
9. ADDITIONAL TERMS AND CONDITIONS:  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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Tenant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
Subtenant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Subtenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
The Landlord hereby agrees to the sublease of the above Premises according to the terms and conditions of this Commercial Sublease Agreement.  
  
  
Landlord Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Landlord Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_