

SUBLEASE AGREEMENT

This sublease is executed on _____ [date], by and between _____ (the "Sublessor"), whose address is _____, and _____, (the "Sublessee"), whose address is currently _____ in regards to the property located at _____ [address].

RECITALS

_____ [Name of Landlord] as Landlord, and _____ [sublessor] as Lessee, executed a lease on _____ [original lease date] (the "Master Lease") which is attached to this sublease as Exhibit A and incorporated into this Sublease by this reference;

By the terms of the Master Lease, the real property described in Paragraph 1 of this Sublease was leased to Sublessor for a term of one (1) year, commencing on _____ [date], and ending on _____ [date], subject to earlier termination as provided in the Master Lease;

Sublessor desires to sublease to Sublessee the property currently occupied by Sublessor under the terms of Master Lease, and Sublessee desires to lease that property from Sublessor; and

The Landlord under the Master Lease shall consent to this sublease by executing the "Consent of Landlord" provision at the end of this sublease. This document is invalid if the Master Lease does not state lessors could sublease and/or does not have approval by the landlord.

THEREFORE, Sublessor and Sublessee agree as follows:

- 1. Leasing and Description of Property.** Subject to the terms, conditions, and covenants set forth in this Sublease, Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, the property located at _____ [address] (the "subleased premises").
- 2. Term.** This sublease shall commence on _____ [date], and shall end on the date on which the Master Lease terminates or on _____ [date], whichever is earlier.
- 3. Rent.** Sublessee shall pay to Sublessor as rent for the subleased premises a rental of \$_____ prorated for each month (daily rent rate multiplied by the number of days in the month). Sublessee shall pay the first month's rent amount on today's date, _____ [date] and the rental payments will continue 30 days after the sublease begins.
 - a. Rent shall be paid to Sublessor via the Company's website via direct deposit.
 - b. The installment rent payable for any portion of a calendar month shall be a pro rata portion of the installment payable for a full calendar month.
 - c. The following payments will be made every thirty (30) days after the sublease begins.
 - d. Late payments can be the cause of termination of this contract based on the determination of the current tenant and landlord whereas the subtenant must move out.
- 4. Use of Premises.** Sublessee shall use the subleased premises for residential purposes ONLY and for no other purpose.
- 5. The Condition of Premises.** Sublessee agrees that Sublessee's act of taking possession will be an acknowledgment that the subleased premises are in a tenantable and good condition. Sublessee will, at Sublessee's own expense, maintain the subleased premises in a thorough state of repair and in good and

safe condition. Sublessee agrees to pay for any damages the Sublessee and Sublessee's guests are responsible for causing on the property during the sublease dates.

6. Applicability of Master Lease. This Sublease is subject and subordinate to the terms and conditions of Master Lease.

7. Assumption. Sublessee expressly assumes and agrees to perform and comply with all the obligations required to be kept or performed by the Sublessor under the provisions of the Master Lease identified in this sublease, to the extent that they are applicable to the subleased premises:

a. (1) the obligation and covenant to pay rent to the Landlord required by the Master Lease shall be considered performed by Sublessee to the extent and in the amount, rent is paid to Sublessor in accordance with Paragraph 3 of this Sublease, and

b. (2) Sublessee shall not be responsible for the payment of rentals or taxes provided for in Master Lease.

8. Sublessee's Rights Regarding Continued Possession. Sublessee shall have the right at any time, at Sublessor's expense, to take any action required to be taken, but not timely taken, by Sublessor, that may be necessary to prevent a default under the terms of Master Lease. If Sublessor is provided with the right, under the terms of Master Lease, to terminate the Master Lease before the expiration of its term, Sublessee rather than Sublessor shall have the right to make that decision. Nothing contained in this shall be construed so as to deprive Sublessee of Sublessee's right to surrender or otherwise terminate this Sublease as provided by law.

9. Obligations of Sublessor. Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of Sublessor.

a. Sublessor also agrees, as provided for in Master Lease in accordance with its terms, and to comply with or perform all obligations of the Lessor under Master Lease that Sublessee has not assumed under this sublease.

b. Further, Sublessor agrees not to modify or surrender the Master Lease without the prior consent of Sublessee. Any modification or surrender made without that consent shall be null and void and shall have no effect on the rights of Sublessee under this sublease.

c. Sublessor further agrees to assume and to perform all of those obligations required to be kept or performed by the Lessor under the Master Lease to the extent that they apply to the subleased premises under the terms of this Sublease.

10. Termination of Master Lease. If the Master Lease is terminated, this Sublease shall terminate simultaneously and the Sublessor and Sublessee shall thereafter be released from all obligations under this Sublease, and Sublessor shall refund to Sublessee any unearned rent paid in advance.

11. Attorneys' Fees. If any action or other proceeding arising out of this Sublease is commenced by either party to this Sublease concerning the subleased premises, then as between Sublessor and Sublessee, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or other proceeding by the prevailing party.

Executed at [City, State], on the date specified in the first paragraph of this Sublease.

SUBLESSOR

_____ [signature of sublessor]

[Name of Sublessor]

SUBLESSEE

_____ [signature of sublessee]

[typed name]

Consent of Lessor

The undersigned is the Lessor under the Master Lease described in the foregoing sublease and hereby consents to the sublease of the premises described in this sublease to _____ [name of sublessee]. In granting this consent, the undersigned does not waive any of the Lessor's rights under Master Lease as to the Lessee or under the sublease as to the Sublessee.

LESSOR

_____ [signature of lessor]

[typed name]