

COMMERCIAL SUBLEASE AGREEMENT

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

_____ the undersigned tenant (hereinafter "Tenant"), and _____ the undersigned subtenant (hereinafter "Subtenant"), enter into this Commercial Sublease Agreement (hereinafter "Sublease" or "Agreement") this _____ day of _____, _____ ("Binding Agreement Date"). Tenant leases to Subtenant, and Subtenant leases from Tenant, the Property described as follows: Suite(s) _____ in the Building or Complex, commonly known as _____ (hereinafter "Building" or "Complex"), located on all that tract of land known as:

_____ (Address), _____ (City), Tennessee, _____ (Zip), as recorded in _____ County Register of Deeds Office, _____ deed book(s) _____ page(s), or _____ instrument no. and further described as:

all being hereinafter collectively referred to as the "Subleased Premises", and being more particularly described in the lease agreement dated _____ between _____ (hereinafter "Landlord") and _____ (hereinafter "Tenant"). A copy of the aforementioned lease between Landlord and Tenant ("Lease") is attached as Exhibit "_____" and incorporated herein.

1. Term. Tenant hereby subleases to Subtenant the Subleased Premises for a term ("Term") which commences on _____ (the "Commencement Date") through and including _____ (the "Expiration Date").

2. Subordination. Tenant and Subtenant agree that this Sublease is subject and subordinate to all the terms, covenants and conditions of the Lease.

3. Incorporation of Terms. The terms, covenants and conditions in the Lease shall constitute the terms, covenants and conditions of this Sublease, except to the extent that they are inapplicable hereto or inconsistent herewith. Subtenant agrees to be bound by the provisions of the Lease and to assume all of the obligations of Tenant unless specifically provided otherwise in this Sublease. The remedies of the parties under this Sublease shall be the same as the respective remedies of Landlord and Tenant under the Lease. Subtenant shall not have any rights with respect to the Subleased Premises greater than the rights of Tenant under the Lease and Tenant shall have no liability to Subtenant for any matter or thing for which Tenant does not have coextensive rights as Tenant under the Lease.

4. Possession. If Tenant is unable to deliver possession of the Subleased Premises on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Subtenant may terminate this Sublease in which event Tenant shall promptly refund all payments and deposits to Subtenant. The aforementioned remedies are the sole remedies recoverable from the Tenant for delays in delivery of possession to Subtenant.

5. Rent. *[Check one. The section not marked shall not be part of this Agreement.]*

☐ Subtenant shall assume Tenant's obligation to pay rent and all other payments directly to Landlord as provided in the Lease. (Collectively "Rent")

☐ Subtenant shall pay Tenant, without notice or demand, base rent in the sum of _____ Dollars (\$_____) per month ("Base Rent") on the first (1st) day of each month during the Sublease Term or any renewals or extensions thereof, at the address set forth on the Signature Page of this Sublease (or at such other address as may be designated from time to time by Tenant in writing). If the Commencement Date begins on the second (2nd) through the last day of any month, the Rent shall be prorated for that portion of the month and shall be paid at the time of leasing the Subleased Premises. Subtenant shall also pay for the following Additional Rent in the same manner as the Base Rent:



Base Rent and Additional Rent shall be collectively referred to as "Rent".

Subtenant waives notice and demand as to all payments of Rent due hereunder.

6. Termination of Underlying Lease. If the Lease shall be terminated prior to the Expiration Date of this Sublease, this Sublease shall thereupon be terminated. Tenant shall not be liable to Subtenant by reason thereof, unless said termination shall have been effected because of a default by the Tenant under the Lease that was not the result of a default by Subtenant. Rent and all other obligations hereunder shall be adjusted between the parties as of date of such termination.

7. Security Deposit.

A. Security Deposit to be Held by Tenant or Broker. *[Check one. The section not marked shall not be a part of this Agreement.]*

☐ **Tenant Holding Security Deposit.**

- (1) Subtenant has paid to Tenant as security for Subtenant's fulfillment of the conditions of this Sublease a security deposit of _____ Dollars (\$ _____) in ☐ cash, ☐ money order and/or ☐ check ("Security Deposit").
- (2) Tenant shall deposit the Security Deposit in Tenant's general account with Tenant retaining the interest if the account is interest bearing. Subtenant acknowledges and agrees that Tenant shall have the right to use such funds for whatever purpose Tenant sees fit, and such funds will not be segregated or set apart in any manner.
- (3) Subtenant recognizes and accepts the risk of depositing the Security Deposit with Tenant. Subtenant acknowledges that Subtenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Tenant. Tenant and Subtenant acknowledge and agree that:
 - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Tenant;
 - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
 - (c) The disposition of the Security Deposit is the sole responsibility of Tenant and Subtenant as herein provided; and
 - (d) Tenant and Subtenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Tenant.
- (4) Tenant shall return Security Deposit to Subtenant, after deducting any sum which Subtenant owes Tenant hereunder, or any sum which Tenant may expend to repair arising out of or related to Subtenant's occupancy hereunder, abandonment of the Subleased Premises or default in this Sublease (provided Tenant attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of the Subleased Premises reasonably necessary due to the negligence, carelessness, accident, or abuse of Subtenant or Subtenant's employees, agents, invitees, guests, or licensees. In the event Tenant elects to retain any part of the Security Deposit, Tenant shall promptly provide Subtenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Tenant shall be at the discretion of the Tenant. Appropriation by Tenant of all or part of the Security Deposit shall not be an exclusive remedy for Tenant, but shall be cumulative, and in addition to all remedies of Tenant at law or under this Sublease. The Subtenant may not apply the Security Deposit to any Rent payment.

☐ **Broker Holding Security Deposit.**

- (1) Subtenant has paid to Broker _____ (acting as "Broker/Holder") located at _____ (Broker/Holder Address) as security for Subtenant's fulfillment of the conditions of this Sublease ("Security Deposit") _____ Dollars (\$ _____) in ☐ cash, ☐ money order and/or ☐ check.
- (2) The Broker/Holder shall deposit the Security Deposit in Broker/Holder's escrow/trust account (with _____ retaining the interest if the account is interest bearing) within five (5) banking days from the Binding Agreement Date.



(3) The Broker/Holder shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding Sublease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Security Deposit; (d) upon a reasonable interpretation of this Agreement by Broker/Holder; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Tenant and Broker, in which event Broker/Holder shall only disburse the Security Deposit to another licensed Tennessee Real Estate Broker selected by Tenant, unless otherwise agreed to in writing by Tenant and Subtenant, after notice from Tenant to Broker/Holder and Subtenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker/Holder shall give all parties seven (7) days notice stating to whom and in what amounts the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Broker/Holder prior to the end of the seven (7) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker/Holder shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker/Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker/Holder. No party shall seek damages from Broker/Holder (nor shall Broker/Holder be liable for the same) for any matter arising out of or related to the performance of Broker/Holder's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit.

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder or Broker/Holder thereof shall promptly notify the Subtenant and Tenant. Subtenant shall have three (3) business days after notice to deliver good funds to the holder or Broker/Holder.
- (2) In the event Subtenant does not timely deliver good funds, the Tenant shall have the right to terminate this Agreement upon written notice to the Subtenant.
- (3) The entire Security Deposit, if held by Tenant, will be returned to Subtenant within thirty (30) days after the Subleased Premises is vacated if:
 - (a) The term of the Lease or Sublease has expired or the Sublease has been terminated in writing by the mutual consent of both parties;
 - (b) All monies due under this Sublease by Subtenant have been paid;
 - (c) The Subleased Premises is not damaged and is left in its original condition, normal wear and tear excepted;
 - (d) All keys have been returned; and
 - (e) Subtenant is not in default under any of the terms of this Sublease.

8. Inspection. Subtenant acknowledges that Subtenant has inspected the Subleased Premises and that it is fit for its stated use. Subtenant agrees that no representations respecting the Subleased Premises or the condition thereof and no promises to alter, decorate, improve, or repair have been made by Tenant, Broker, or their agents unless specified in this Sublease.

9. Termination/Holding Over. Either party may terminate this Sublease at the end of the Term by giving the other party _____ days written notice prior to the end of the Term. If neither party gives notice of termination, a Holding Over period shall result. Any Holding Over by the Subtenant of the Subleased Property after the expiration of this Sublease shall operate and be construed as a tenancy from month to month only with Base Rent in an amount equal to _____ % of the Base Rent payable in Paragraph 5 herein unless otherwise stated in this Sublease. All other terms of this Sublease will remain in force, subject to the terms of this paragraph. Notwithstanding anything herein, this Sublease shall terminate automatically upon the expiration of the Lease.

10. Sublet and Assignment. Subtenant may not sublet the Subleased Premises in whole or in part or assign this Sublease without the prior written consent of Tenant and Landlord. This Sublease shall create the relationship of Tenant and Subtenant between the parties hereto; no estate shall pass out of Tenant and this Sublease shall create a usufruct only.

11. Default.

A. Failure to pay Rent or Failure to Reimburse for damages or costs. If Subtenant fails to pay Rent or fails to reimburse Tenant or Landlord for any damages, repairs or costs when due, Subtenant shall be deemed to be in default and Tenant shall have the right to terminate this Sublease by giving _____ day written notice to Subtenant



and to accelerate all remaining payments that Subtenant is required to pay under this Sublease. These payments shall be due and payable _____ days after Subtenant receives the aforementioned notice. Tenant and Subtenant acknowledge that Tenant shall be damaged by Subtenant's default, that Tenant's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Tenant's damages rather than a penalty. If Tenant accelerates as provided in this subparagraph, it shall seek another Subtenant for the Subleased Premises and credit any amounts received to the Subtenant, less the following:

- (1) reimbursement for all expenses incurred as a result of Subtenant's failure to perform its obligations under the Sublease;
- (2) the costs of securing another Subtenant, including, but not limited to, advertising and brokerage commissions; and
- (3) the costs of altering, dividing, painting, repairing, and replacing the Subleased Premises to accommodate a new Subtenant.

Tenant's rights expressed herein are cumulative of any and all other rights expressed in this Sublease. Subtenant shall remain liable for Rents from and after any action by Tenant under a proceeding against Subtenant for Holding Over or detainer warrant, whether or not Subtenant retains the right to possession of the Subleased Premises.

B. Cure Period. If Subtenant defaults under any term, rule, condition or provision of this Sublease, excluding failure to pay Rent or failure to reimburse Tenant for any damages, repairs or costs when due, Tenant shall provide Subtenant with written notice of the breach. Subtenant shall have _____ business days ("Cure Period") within which Subtenant may cure said breach. In the event that Subtenant has not cured the breach within the Cure Period, Tenant may, at his option, terminate this Sublease by delivering written notice thereof to Subtenant and pursue any remedies available herein or available to Subtenant at law. In the event that Subtenant cures the breach during the aforementioned Cure Period, a second violation of this Sublease within _____ months shall be grounds for the Tenant to terminate this Sublease by providing written notice without an additional Cure Period.

C. All rights and remedies available to Tenant by law or in this Sublease shall be cumulative and concurrent.

D. In the event that either Subtenant or Tenant hereto shall file suit for breach or enforcement of this Sublease, the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees in addition to any other remedies available herein or permitted by law.

12. Estoppel Certificate. Subtenant shall, from time to time, upon Tenant's request execute, acknowledge, and deliver to Tenant, within ten (10) days of such request, a certificate certifying: (a) that this Sublease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Tenant (or if any such defects exist, a specific description thereof); (c) the date to which any Rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Tenant. Tenant and any prospective purchaser or transferee of Tenant's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.

13. Destruction of Subleased Premises.

A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) the Subleased Premises, Rent shall abate under the same conditions as Rent shall abate under the Lease. If Landlord determines restoration will not be completed pursuant to the terms of the Lease and terminates the Lease, this Sublease shall terminate, whereupon Rent and all other obligations hereunder shall be adjusted between the parties as of date of such destruction. In the event the Landlord elects to complete such restoration, but fails to do so within the period provided for in the Lease, this Sublease may be terminated as of the date provided for in the termination of the Lease.

B. If the Subleased Premises are damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, Rent shall abate in such proportion as the Rent shall abate under the terms of the Lease.

C. Rent shall not abate nor shall Subtenant be entitled to terminate this Sublease if the damage or destruction of the Subleased Premises, whether total or partial, is the result of the negligence of Subtenants, its contractors, employees, agents, invitees, guests, or licensees.

14. Insurance. Subtenant agrees that during the Sublease Term and any extensions or Hold Overs thereof, Subtenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's Broker(s), Landlord's lender, Tenant, and Tenant's property manager(s) as additionally insured, shall be carried with insurance companies licensed to do business in the State of



Tennessee and having a current financial strength rating in Best's Rating of not less than B+. Such insurance policies or, at Landlord's and/or Tenant's election, duly executed certificates of such policies, accompanied by proof of the payment of the premium for such insurance, shall be delivered to Landlord and Tenant before the earlier of (a) the initial entry by contractor/subcontractor upon the Subleased Premises for the installation of its equipment or improvements, or (b) the Commencement Date of the Sublease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord and Tenant at least ten (10) days before the expiration of each respective policy term. Subtenant shall include a provision in any and all insurance policies wherein the insurance provider agrees to provide notice to all entities designated as additional insureds in the event of nonpayment of premiums or cancellation of policy.

Subtenant shall comply with all rules and regulations applicable to the Subleased Premises issued by the Tennessee Board of Fire Prevention or by any body hereinafter constituted exercising similar functions. Subtenant shall not intentionally do anything, or permit anything to be done, on or about the Subleased Premises that might adversely affect, contravene, or impair any policies of insurance that are in force for the Subleased Premises or any part thereof. Subtenant shall pay all costs, damages, expenses, claims, fines or Penalties incurred by Landlord, Tenant or Subtenant because of Subtenant's failure to comply with this Paragraph. Subtenant indemnifies Landlord and Tenant from all liability with reference thereto.

The following types of insurance are required *[Check all that apply. The sections not marked shall not be part of this Agreement.]*:

- ☐ **A. General Commercial Liability Insurance (or reasonable equivalent thereto).** Such insurance shall cover Subleased Premises and Subtenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Subleased Premises. The limits of such policy shall be in such amounts as Tenant or Landlord may from time to time reasonably require, but in any event not less than _____ Dollars (\$ _____) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Subtenant arising out of the indemnities provided for in this Sublease.
- ☐ **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto).** Such insurance shall cover Subtenant's interest in its improvements to the Subleased Premises, and all furniture, equipment, supplies, inventory and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than _____ percent (____%) of full replacement cost as updated from time to time during the Sublease term. Subtenant shall promptly provide Tenant written notice in the event of any damages to persons or property occurring on the Subleased Premises from fire, accident, or any other casualty.
- ☐ **C. Worker's Compensation Insurance (or reasonable equivalent thereto).** Such insurance shall include coverage as required by applicable law.
- ☐ **D. Contractors Insurance (or reasonable equivalent thereto).** If Subtenant engages any contractor or subcontractor to construct improvements or perform any other work on the Subleased Premises, Subtenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Tenant and/or Landlord may from time to time reasonably require, but in any event not less than _____ Dollars (\$ _____) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law.
- ☐ **E. Plate Glass Insurance (or reasonable equivalent thereto).** Such insurance shall over all plate glass and any glass signage located on the Subleased Premises.

15. Disclaimer. Subtenant and Tenant acknowledge that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Subtenant and Tenant agree that Brokers, their firms and affiliated licensees shall not be responsible for any matter which could have been revealed through a survey, title search or inspection of the Subleased Premises; the condition of the Subleased Premises, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the Subleased Premises; hazardous or toxic materials; termites and other wood destroying organisms; the tax or legal consequences of this



transaction; the availability and cost of utilities or community amenities; the appraised or future value of the Subleased Premises; any condition(s) existing off the Subleased Premises which may affect the Subleased Premises; the terms, conditions and availability of financing; and for the uses and zoning of the Subleased Premises whether permitted or proposed. Subtenant and Tenant acknowledge that Brokers, their firms and affiliated licensees are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto. Subtenant further acknowledges that in every neighborhood there are conditions which different subtenants may find objectionable. Subtenant shall therefore be responsible to become fully acquainted with neighborhood and other off site conditions which could affect the Subleased Premises.

16. Agency and Brokerage.

A. Agency.

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Subtenant or Tenant greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules;
- (2) Tenant and Subtenant acknowledge that if they are not represented by a Broker they are each solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for that unrepresented party;
- (3) The Broker, if any, working with the Tenant is identified on the signature page as the "Listing Broker"; and said Broker is ☐ **OR**, is not ☐ representing the Tenant;
- (4) The Broker, if any, working with the Subtenant is identified on the signature page as the "Leasing Broker", and said Broker is ☐ **OR**, is not ☐ representing the Subtenant; and
- (5) If Subtenant and Tenant are both being represented by the same Broker, a relationship of either designated agency ☐ **OR**, facilitator ☐ **OR**, dual agency ☐ shall exist.

(a) **Designated Agency Assignment.** *[Applicable only if designated agency had been selected above]*

The Broker has assigned affiliate licensee _____ to work exclusively with Subtenant as Subtenant's Designated Agent and affiliate licensee _____ to work exclusively with Tenant as Tenant's Designated Agent. Each Designated Agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other Designated Agent.

- (b) **Facilitator.** *[Applicable only if Facilitator has been selected above]* The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

- (c) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Tenant and Subtenant are aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Subtenant have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse;
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;
3. The Tenant and Subtenant do not have to consent to dual agency; and
4. The consent of the Tenant and Subtenant to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Tenant and Subtenant each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

- (d) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____.



A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Tenant's Initials _____ Subtenant's Initials _____

B. Brokerage. Brokers listed below have performed a valuable service in this transaction and are made third party beneficiaries hereunder only for the purposes of enforcing their commission rights. Payment of commission to a Broker shall not create an agency relationship between Leasing Broker and either Tenant or Tenant's Broker. Tenant agrees to pay the Broker listed below and representing Tenant to lease the Subleased Premises ("Listing Broker") a commission: *[Check all that apply. The sections not marked shall not be part of this Agreement]:*

- ☐ Negotiated by separate written agreement.
- ☐ \$ _____ or _____% of the total Base Rent to be paid under the Sublease which shall be due and payable upon occupancy.
- ☐ \$ _____ or _____% of Base Rents, which shall be due and payable upon a Tenant's monthly payment of Rent in the manner provided in the Rent Paragraph above. Said Commission shall be paid for the entire Term of the Sublease or any extensions thereof or any Hold Over Period, regardless of any breach of this Sublease by any party.
- ☐ \$ _____ OR _____% of Base Rent payable as follows:
 - ☐ _____% of Commission upon sublease execution,
 - ☐ _____% upon Rent commencement or _____% upon occupancy,
- ☐ plus _____% of Base Rent on any renewals and/or extensions thereof payable on the 1st day of renewal or extension period.
- ☐ Other

In the event the Sublease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive _____% of the total real estate commission paid hereunder and the Leasing Broker shall receive _____% of the total real estate commission paid hereunder. In the event Subtenant and/or Tenant fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing real estate firm and Leasing real estate firm may jointly or independently pursue the non-performing party for that portion of the commission which they would have otherwise received under the Lease.

17. Other Provisions.

A. Time of Essence. Time is of the essence of this Sublease.

B. No Waiver. Any failure of Tenant to insist upon the strict and prompt performance of any covenants or conditions of this Sublease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Tenant's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Tenant for any such violation. No provision, covenant or condition of this Sublease may be waived by Tenant unless such waiver is in writing and signed by Tenant.

C. Definitions.

- a. "Tenant" as used in this Sublease shall include its representatives, heirs, agents, assigns, and successors to Subleased Premises.
- b. "Landlord" as used in this Sublease shall include its representative, heirs, agents, assigns, and successors in title to Subleased Premises.
- c. "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees.
- d. The terms "Tenant", "Subtenant", and "Landlord" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstance.



- D. Entire Agreement.** This Sublease and any attached addenda constitute the entire agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.
- E. Attorney's Fees and Costs of Collection.** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.
- F. Indemnification.** Subtenant releases Landlord, Tenant, Broker, Broker's firm and Broker's affiliated licensees from liability for and agrees to indemnify Landlord, Tenant, Broker, Broker's firm and Broker's affiliated licensees against all losses incurred by Landlord, Tenant, Broker, Broker's firm and/or Broker's affiliated licensees as a result of: (a) any breach or violation of any of the terms, covenants, or conditions of the Lease or Sublease resulting from the actions or omissions of Subtenant; (b) Subtenant's failure to fulfill any condition of this Sublease; (c) any damage or injury happening in or about the Subleased Premises to Subtenant or Subtenant's invitees, employees, or licensees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Landlord, Tenant, Broker, Broker's firm or Broker's affiliated licensees; (d) Subtenant's failure to comply with any requirements imposed by any governmental authority; and (e) any judgment lien or other encumbrance filed against the Subleased Premises as a result of Subtenant's actions.
- G. No Partnership.** Subtenant by execution of this Sublease is not a partner of Tenant in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Tenant.
- H. No Recordation.** Subtenant shall not record this Sublease or any short form memorandum thereof without Tenant's and Landlord's prior written consent.
- I. Right to Relocate.** Tenant has the right to relocate Subtenant during the Sublease Term or any renewal thereof, to similar or better quality office space within the Building or Complex.
- J. Conflict with Original.** This Agreement shall be void *ab initio* if in any manner it is in conflict with the Tenant's Agreement with Landlord. Tenant shall be solely responsible for any and all damages suffered by any Subtenant arising therefrom, including, but not limited to, reasonable attorney's fees and costs.
- K. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the Broker representing a party as a client or a customer shall be deemed to be notice to that party for all purposes herein.

Tenant's address:

Subtenant's address:

_____, _____
Fax # _____
Email: _____

_____, _____
Fax # _____
Email: _____

- L. Governing Law and Venue.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws and in the courts of the state of Tennessee.
- M. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- N. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa, and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of the Subleased Premises. **In the event a performance deadline** occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.
- O. Equal Opportunity.** This Subleased Premises is being subleased without regard to race, color, sex, religion, handicap, familial status, or national origin.



411 **18. Sale of the Subleased Premises to Subtenant.** Subtenant shall pay Broker a commission in the amount of
412 _____ percent (____%) of the gross sales price at closing if Subtenant, or
413 related entity of Subtenant, acquires from Landlord title to the Subleased Premises or any part thereof or any property as
414 an addition, expansion, or substitution for the property during the term of this Sublease, any renewals thereof, or within
415 one (1) year after the expiration of this Sublease. Such commission shall be payable in lieu of any further commission
416 which otherwise Broker would have been due under this Sublease.

417 **19. Consent of Landlord.** This Sublease shall be of no force unless consented to, in writing, by Landlord within _____
418 days after execution of this Sublease.

419 **20. Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Sublease. If any such
420 exhibit conflicts with any preceding paragraph, said exhibit shall control.

421 _____
422 _____
423 _____
424 _____
425 _____
426 _____
427 _____
428 _____
429 _____
430 _____
431 _____
432 _____
433 _____

434 **21. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

435 _____
436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____
443 _____
444 _____
445 _____
446 _____
447 _____
448 _____
449 _____
450 _____
451 _____
452 _____
453 _____
454 _____
455 _____
456 _____
457 _____
458 _____
459 _____
460 _____
461 _____
462 _____
463 _____
464 _____
465 _____

466 ☐ (Mark box if additional pages are attached.)



LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

The party(ies) below have signed and acknowledge receipt of a copy.

SUBTENANT

_____ at _____ o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

TENANT

_____ at _____ o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

Emergency # for repairs _____

SUBTENANT

_____ at _____ o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

TENANT

_____ at _____ o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

Emergency # for repairs _____

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker

_____ at _____ o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

LISTING BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker

_____ at _____ o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

LEASING BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

