

# COMMERCIAL SUBLEASE AGREEMENT

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

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

10 \_\_\_\_\_ (Address),  
11 \_\_\_\_\_ (City), Tennessee, \_\_\_\_\_ (Zip), as recorded in \_\_\_\_\_ County  
12 Register of Deeds Office, \_\_\_\_\_ deed book(s) \_\_\_\_\_ page(s), or \_\_\_\_\_  
13 instrument no. and further described as:

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

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

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

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

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

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

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

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

45 \_\_\_\_\_  
46 \_\_\_\_\_  
47 \_\_\_\_\_  
48 \_\_\_\_\_  
49 \_\_\_\_\_



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

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

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

57 **7. Security Deposit.**

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

60  **Tenant Holding Security Deposit.**

61 (1) Subtenant has paid to Tenant as security for Subtenant's fulfillment of the conditions of this Sublease a  
62 security deposit of \_\_\_\_\_ Dollars  
63 (\$ \_\_\_\_\_) in  cash,  money order and/or  check ("Security Deposit").

64 (2) Tenant shall deposit the Security Deposit in Tenant's general account with Tenant retaining the interest if  
65 the account is interest bearing. Subtenant acknowledges and agrees that Tenant shall have the right to use  
66 such funds for whatever purpose Tenant sees fit, and such funds will not be segregated or set apart in any  
67 manner.

68 (3) Subtenant recognizes and accepts the risk of depositing the Security Deposit with Tenant. Subtenant  
69 acknowledges that Subtenant has not relied upon the advice of any Broker in deciding to pay such Security  
70 Deposit to Tenant. Tenant and Subtenant acknowledge and agree that:

- 71 (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Tenant;
- 72 (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
- 73 (c) The disposition of the Security Deposit is the sole responsibility of Tenant and Subtenant as herein  
74 provided; and
- 75 (d) Tenant and Subtenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees  
76 against all claims, damages, losses, expenses or liability arising from the handling of the Security  
77 Deposit by Tenant.

78 (4) Tenant shall return Security Deposit to Subtenant, after deducting any sum which Subtenant owes Tenant  
79 hereunder, or any sum which Tenant may expend to repair arising out of or related to Subtenant's  
80 occupancy hereunder, abandonment of the Subleased Premises or default in this Sublease (provided Tenant  
81 attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or  
82 painting of the Subleased Premises reasonably necessary due to the negligence, carelessness, accident, or  
83 abuse of Subtenant or Subtenant's employees, agents, invitees, guests, or licensees. In the event Tenant  
84 elects to retain any part of the Security Deposit, Tenant shall promptly provide Subtenant with a written  
85 statement setting forth the reasons for the retention of any portion of the Security Deposit, including the  
86 damages for which any portion of the Security Deposit is retained. The use and application of the Security  
87 Deposit by Tenant shall be at the discretion of the Tenant. Appropriation by Tenant of all or part of the  
88 Security Deposit shall not be an exclusive remedy for Tenant, but shall be cumulative, and in addition to all  
89 remedies of Tenant at law or under this Sublease. The Subtenant may not apply the Security Deposit to any  
90 Rent payment.

91  **Broker Holding Security Deposit.**

92 (1) Subtenant has paid to Broker \_\_\_\_\_ (acting  
93 as "Broker/Holder") located at \_\_\_\_\_  
94 (Broker/Holder Address) as security for Subtenant's fulfillment of the conditions of this Sublease  
95 ("Security Deposit") \_\_\_\_\_ Dollars  
96 (\$ \_\_\_\_\_) in  cash,  money order and/or  check.

97 (2) The Broker/Holder shall deposit the Security Deposit in Broker/Holder's escrow/trust account (with  
98 \_\_\_\_\_ retaining the interest if the account is interest bearing)  
99 within five (5) banking days from the Binding Agreement Date.



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

121 **B. General Provisions Regarding Security Deposit.**

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

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

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

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

149 **11. Default.**

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



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

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

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

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

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

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

180 **12. Estoppel Certificate.** Subtenant shall, from time to time, upon Tenant's request execute, acknowledge, and deliver to  
181 Tenant, within ten (10) days of such request, a certificate certifying: (a) that this Sublease is unmodified and in full force  
182 and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the  
183 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  
184 defects exist, a specific description thereof); (c) the date to which any Rents or other charges have been paid in advance;  
185 and (d) any other reasonable matters requested by Tenant. Tenant and any prospective purchaser or transferee of  
186 Tenant's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely  
187 on such certificates.

188 **13. Destruction of Subleased Premises.**

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

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

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

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



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

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

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

224  **A. General Commercial Liability Insurance (or reasonable equivalent thereto).** Such insurance shall cover  
225 Subleased Premises and Subtenant's use thereof against claims for personal injury, bodily injury or death,  
226 property damage and products liability occurring upon, in, or about the Subleased Premises. The limits of such  
227 policy shall be in such amounts as Tenant or Landlord may from time to time reasonably require, but in any  
228 event not less than \_\_\_\_\_ Dollars  
229 (\$ \_\_\_\_\_) for each occurrence. Such insurance shall be endorsed to cover independent contractors  
230 and contractual liability. Such insurance shall extend to any liability of Subtenant arising out of the indemnities  
231 provided for in this Sublease.

232  **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto).** Such insurance shall cover  
233 Subtenant's interest in its improvements to the Subleased Premises, and all furniture, equipment, supplies,  
234 inventory and other property owned, leased, held or possessed by it and contained therein. Such insurance  
235 coverage shall be in an amount equal to not less than \_\_\_\_\_ percent  
236 (\_\_\_\_%) of full replacement cost as updated from time to time during the Sublease term. Subtenant shall  
237 promptly provide Tenant written notice in the event of any damages to persons or property occurring on the  
238 Subleased Premises from fire, accident, or any other casualty.

239  **C. Worker's Compensation Insurance (or reasonable equivalent thereto).** Such insurance shall include  
240 coverage as required by applicable law.

241  **D. Contractors Insurance (or reasonable equivalent thereto).** If Subtenant engages any contractor or  
242 subcontractor to construct improvements or perform any other work on the Subleased Premises, Subtenant shall  
243 require that such contractor or subcontractor have in force commercial general liability insurance, including  
244 personal injury coverage, contractual liability coverage, completed operations coverage, property damage  
245 endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring  
246 against any and all liability for injury to or death of a person or persons and for damage to property occasioned  
247 by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in  
248 such amounts as Tenant and/or Landlord may from time to time reasonably require, but in any event not less  
249 than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
250 for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers'  
251 compensation insurance as required by applicable law.

252  **E. Plate Glass Insurance (or reasonable equivalent thereto).** Such insurance shall cover all plate glass and any  
253 glass signage located on the Subleased Premises.

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



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

269 **16. Agency and Brokerage.**

270 **A. Agency.**

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

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

285 The Broker has assigned affiliate licensee \_\_\_\_\_ to work  
286 exclusively with Subtenant as Subtenant’s Designated Agent and affiliate licensee  
287 \_\_\_\_\_ to work exclusively with Tenant as Tenant’s Designated  
288 Agent. Each Designated Agent shall exclusively represent the party to whom each has been assigned as a  
289 client and shall not represent in this transaction the client assigned to the other Designated Agent.

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

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

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

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



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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.



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

391 Tenant's address: 392 _____ 393 _____ 394 _____ 395 Fax # _____ 396 Email: _____	Subtenant's address: _____ _____ _____ Fax # _____ Email: _____
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- 397 **L. Governing Law and Venue.** This Agreement may be signed in multiple counterparts and shall be governed by and  
398 interpreted pursuant to the laws and in the courts of the state of Tennessee.
- 399 **M. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
400 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
401 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- 402 **N. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
403 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
404 shall mean the feminine and vice versa, and (4) the term day(s) used throughout this Agreement shall be deemed to  
405 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
406 determined by the location of the Subleased Premises. **In the event a performance deadline** occurs on a Saturday,  
407 Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used  
408 herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.
- 409 **O. Equal Opportunity.** This Subleased Premises is being subleased without regard to race, color, sex, religion,  
410 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.

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

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466  (Mark box if additional pages are attached.)



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**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.**

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

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\_\_\_\_\_  
**SUBTENANT**  
\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
**Date**

\_\_\_\_\_  
**SUBTENANT**  
\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
**Date**

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\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
**Date**

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**TENANT**  
\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
**Date**

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Emergency # for repairs \_\_\_\_\_

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Emergency # for repairs \_\_\_\_\_

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

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\_\_\_\_\_  
**BY: Broker or Licensee Authorized by Broker**  
\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
**Date**

\_\_\_\_\_  
**LISTING BROKER/FIRM**  
\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
**Date**

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

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**BY: Broker or Licensee Authorized by Broker**  
\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
**Date**

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**LEASING BROKER/FIRM**  
\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
**Date**

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