

COMMERCIAL SUBLEASE AGREEMENT

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1. Date _____
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3. Sublease Agreement between _____, and _____.
4. In consideration of the covenants and agreements herein set forth, the parties agree as follows:
5. 1. Definitions: The following definitions will apply to this Sublease Agreement:
6. Sublandlord: _____
7. _____
8. _____
9. Subtenant: _____
10. _____
11. _____
12. Premises: The area consisting of approximately _____ rentable square feet of space commonly
13. known as _____, as outlined on Exhibit A attached
14. hereto and made a part hereof.
15. Sublease Date: _____, 20 ____.
16. Term: _____ months commencing _____, 20 _____, and terminating
17. _____, 20 _____, (the "Termination Date").
18. Base Rent: \$ _____ per month.
19. Commencement Date: _____, 20 _____, as modified in subparagraph five (5).
20. Security Deposit: \$ _____.
21. Master Landlord: _____, Landlord under the Master Lease.
22. Tenant: Sublandlord, as Tenant under the Master Lease.
23. Master Lease: That certain Lease Agreement dated _____, 20 _____ by and
24. between Landlord and Tenant for the Premises, including all exhibits, riders, extensions and
25. amendments to such Lease Agreement.
26. 2. Premises and Use:
27. Sublandlord hereby subleases to Subtenant, and Subtenant hereby hires and takes from
28. Sublandlord, the Premises, to be used and occupied by Subtenant for general office
29. purposes.
30. 3. Master Lease: A copy of the Master Lease is attached hereto as Exhibit B and made a part hereof. The
31. Master Lease is incorporated herein by reference as though fully set forth. Except as may
32. otherwise be specifically provided herein, the terms of the Master Lease shall apply herein and
33. Subtenant agrees to be bound by and comply with all terms and conditions of the Master Lease
34. as if Subtenant was named as Tenant therein and Sublandlord was named as Landlord
35. therein.
36. 4. Base Rent: Subtenant shall pay Base Rent to Sublandlord in advance on or before the first day of each and
37. every month during the Term commencing on the Commencement Date. Base Rent shall be
38. payable to Sublandlord at its address set forth above. If the Commencement Date is other than
39. the first day of a month, the Base Rent for the first month of this Sublease shall be prorated to
40. reflect the actual number of days in such first month from and after the Commencement Date.

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43. 5. Commencement Date:

44. The Commencement Date of this Sublease shall be the earliest of the following dates:

45. (i) _____, 20 _____; (ii) the date on which this Sublease has been
46. executed by Sublandlord and Subtenant and Master Landlord has consented to this Sublease;
47. or (iii) the date on which Subtenant takes possession of the Premises.

48. 6. Quiet Enjoyment: Sublandlord covenants that on paying the rent and performing the covenants herein
49. contained, Subtenant shall peacefully and quietly have, hold and enjoy the Premises.

50. 7. Assignment and Subletting.

51. Without the prior written consent of Sublandlord (and, where appropriate, Master Landlord)
52. Subtenant shall not assign this Sublease, or sublet or grant any concession or license to use
53. the Premises or any part thereof. Sublandlord agrees that it shall not unreasonably withhold its
54. consent.

55. 8. Operating Expense:

56. In addition to Base Rent, Subtenant shall pay to Sublandlord as Additional Rent the share of
57. operating expenses for the premises described in Paragraph _____ of the Master Lease. For
58. purposes of Paragraph _____ of the Master Lease, the Base Year shall be
59. _____, 20 _____.

60. 9. Sublandlord's Improvements:

61. Subtenant has examined the Premises and hereby accepts the Premises "as is." Sublandlord
62. has made no representations of any nature concerning the Premises, and Sublandlord has no
63. obligation to make any improvements of any nature to the Premises.

64. 10. Signage: Subtenant may install its standard graphics on the entry door to the Premises, subject to
65. reasonable prior approval of Sublandlord and Master Landlord.

66. 11. Notices: Any notice required or permitted under this Sublease must be in writing and shall be deemed
67. sufficiently given if personally delivered or if sent by certified mail, return receipt requested,
68. postage prepaid, to Sublandlord or Subtenant at the addresses set forth above. Either party
69. may by notice at any time designate a different address to which notices shall be sent. Such
70. notices shall be deemed given on the date of delivery if personally delivered on the date of
71. mailing if they are mailed.

72. 12. Security Deposit: Sublandlord acknowledges receipt from Subtenant of the Security Deposit and of one month's
73. Base Rent being the rent for the first month of this Sublease. The Security Deposit shall be
74. held by Sublandlord as a Security Deposit for the faithful performance by Subtenant of its
75. obligations under this Sublease. If any portion of the Security Deposit is applied by Sublandlord
76. to a default in this Sublease, the amount so applied shall be re-deposited by Subtenant. The
77. Security Deposit shall be returned to Subtenant less any depletion thereof as the result of the
78. application of the Security Deposit due to breach of this Sublease by Subtenant, upon the
79. termination of this Sublease. Subtenant shall have no right to anticipate return of such Security
80. Deposit by withholding any amount required to be paid pursuant to the provisions of this
81. Sublease or otherwise, including, without limitation, any withholding of the last month's Base
82. Rent under this Sublease.

83. 13. Insurance. Subtenant shall at all times procure and maintain at its expense liability, casualty and property
84. insurance as required by the Master Lease. Liability insurance policies maintained by Subtenant
85. shall name Sublandlord and Master Landlord as additional insureds.

86. 14. Costs and Attorney Fees.

87. The prevailing party may recover attorneys' fees and costs incurred in enforcing any of the
88. provisions of this Sublease.

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91. 15. Option to Renew. Subtenant shall have one option to extend the Term for a period of _____ months. Such option
92. must be exercised by written notice to Sublandlord at least six (6) months prior to the Termination
93. Date or such option shall terminate. If the option is exercised, all terms and conditions of this
94. Sublease shall remain the same during the extension term, except that the Base Rent shall be
95. \$ _____ per month.

96. IN WITNESS WHEREOF, Subtenant and Sublandlord have caused this Sublease Agreement to be executed as of the
97. Sublease Date set forth above.

98. SUBLANDLORD: _____

99. By: _____

100. Its: _____

101. SUBTENANT: _____

102. By: _____

103. Its: _____