

COMMERCIAL SUBLEASE (TEXAS)

THIS AGREEMENT made effective as of the ____ day of _____, 20__.

BETWEEN:

TENANT

(the "Tenant")

- and -

(the "Subtenant")

FOR VALUABLE CONSIDERATION, the Parties agree to the following terms and conditions.

1. Premises.

Tenant hereby subleases to Subtenant and Subtenant hereby subleases from Tenant for the term specified below, and upon all of the conditions set forth herein, that certain real property, including all improvements thereon, known by the street address of _____ located in the City of _____ and the State of Texas and generally described as _____ (the "Premises").

Subtenant's sublease is for a display space at the Premises measuring [____] Height x [____] Width x [____] Depth

2. Term.

The term of this Sublease shall be for 12 MONTHS commencing on __/__/____ and ending on __/__/____, unless sooner terminated pursuant to any provision hereof. Tenant agrees to use its best reasonable efforts to deliver possession of the Premises by the commencement date. If, despite said efforts, Tenant is unable to deliver possession as agreed, the rights and obligations of Tenant and Subtenant shall be as set forth in the Master Sublease and in Paragraph 7 of this Sublease. If Subtenant must terminate this Sublease sooner than the end of term, for any reason, Subtenant agrees to notify Tenant **45 days** prior to termination AND secure a suitable replacement subtenant to complete the terms of the Sublease; said suitable replacement must be approved by the _____.

3. Base Rent.

Subtenant shall pay to Tenant as Base Rent for the Premises equal monthly payments of \$ _____ in advance, on the 20th day of each month of the term hereof. Subtenant shall pay Tenant upon the execution hereof \$ _____ as Base Rent for the period from __/__/____ through __/__/____. Base Rent which is less than one month for any period during the term hereof shall be calculated at a pro rata portion of the monthly instalment.

4. Rent Defined.

All monetary obligations of Subtenant to Tenant under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("Rent"). Rent shall be payable in lawful money of the United States to Tenant at the address stated herein or to such other persons or at such other places as Tenant may designate in writing.

5. Security Deposit.

Subtenant shall deposit with Tenant upon execution hereof \$ _____ as security for Subtenant's faithful performance of Subtenant's obligations hereunder.

6. Use of Premises.

- (a) The Premises shall be used and occupied only for display, promotion, and retail sales of Subtenant's own independently designed and manufactured items, and for no other purpose.
- (b) Subtenant acknowledges that it has been advised to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with all applicable requirements) and their suitability for Subtenant's intended use.

- (c) Subtenant has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises.

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- (d) Neither Tenant, Tenant's agents, nor any broker has made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Tenant acknowledges that it is Tenant's sole responsibility to investigate the financial capability and/or suitability of all proposed subtenants.

7. Master Sublease.

- (a) Tenant is the lessee of the Premises by virtue of a sublease (the "Master Sublease"), a copy of which is attached hereto, wherein _____ is the lessor ("Lease Holder").
- (b) This Sublease is and shall at all times be subject and subordinate to the Master Sublease.
- (c) Subtenant shall hold Tenant free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Subtenant's failure to comply with or perform Subtenant's Assumed Obligations.
- (d) Tenant agrees to maintain the Master Sublease during the entire term of this Sublease, subject however, to any earlier termination of the Master Sublease without the fault of the Tenant or by vote of the _____, and to comply with or perform Tenant's Remaining Obligations and to hold Subtenant free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Tenant's failure to comply with or perform Tenant's Remaining Obligations.
- (e) Tenant represents to Subtenant that the Master Sublease is in full force and effect and that no default exists on the part of any party to the Master Sublease.

11. Attorney's Fees.

If any party named herein brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the Court.

12. Additional Provisions.

- (a) Subtenant assumes all risk of theft and loss of personal and business property belonging to Subtenant while it is located at the Premises. Tenant **does not** provide insurance to protect Subtenant's property.
- (b) Subtenant agrees to abstain from illegal drugs and excessive alcohol while at the Premises.
- (c) _____
- (d) _____
- (e) _____
- (f) _____
- (g) _____
- (h) _____
- (i) _____
- (j) _____
- (k) _____
- (l) _____
- (m) _____

13. Governing Law.

This Sublease shall be governed by the laws of the State of Texas. Any disputes hereunder will be heard in the appropriate state and federal courts located in the State of Texas.

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14. Signatures

Executed at: _____

Date: _____

Address: _____

Executed at: _____

Date: _____

Address: _____

Tenant: _____

By: _____

Printed Name: _____

Title: _____

Subtenant: _____

By: _____

Printed Name: _____

Title: _____

Consented To:

[NAME OF LANDLORD]

By: _____

Printed Name: _____

Title: _____

Date: _____