

LANDLORD'S CONSENT TO SUBLEASE

This Landlord's Consent to Sublease (this "Consent") is made on _____ by and among _____, with an address of _____ ("Landlord"); _____, with an address of _____ ("Tenant"); and _____, with an address of _____ ("Subtenant").

1. BACKGROUND

Landlord and Tenant are parties to a lease dated _____ (together with all amendments, the "Lease") for the premises located at _____ (the "Premises"). The Lease term ends on _____. Tenant and Subtenant have entered into, or propose to enter into, a sublease dated _____ (the "Sublease") for a term beginning on _____ and ending on _____, covering:

- ☐ all of the Premises (the "Subleased Premises").
- ☐ the following part of the Premises: _____ (the "Subleased Premises").
- ☐ The Premises is residential, and Subtenant shall use the Subleased Premises only as a private residence for Subtenant and the following occupants (if any): _____.
- ☐ The Premises is commercial, and Subtenant shall use the Subleased Premises only for _____, which is a use permitted by the Lease.
- ☐ A true and complete copy of the Sublease is attached as Exhibit A.
- ☐ Tenant has delivered a true and complete copy of the Sublease to Landlord.

2. CONSENT

Relying on the representations below and subject to the terms of this Consent, Landlord consents to the Sublease. This Consent does not approve or adopt any term of the Sublease as between Landlord and either Tenant or Subtenant, and does not amend the Lease.

3. TENANT REMAINS LIABLE

Tenant remains primarily and fully liable for the payment of all rent and the performance of all obligations under the Lease, including for the Subleased Premises, and is responsible to Landlord for any act or omission of Subtenant or its occupants, employees and invitees that would breach the Lease. Landlord's acceptance of any payment from Subtenant does not release Tenant or create a direct tenancy between Landlord and Subtenant.

- ☐ _____, who guaranteed Tenant's obligations under the Lease, joins in this Consent to confirm that the guaranty remains in full force and covers the Lease as affected by the Sublease.
- ☐ No guarantor's consent is required.

4. SUBLEASE SUBJECT TO LEASE

The Sublease is subject and subordinate to the Lease. Subtenant shall comply with all terms of the Lease that apply to the Subleased Premises, other than the obligation to pay rent to Landlord, and shall not do anything that would cause a default under the Lease. If the Sublease conflicts with the Lease, the Lease controls as among Landlord, Tenant and Subtenant. The Sublease may not be amended, extended or renewed, and the Subleased Premises may not be further sublet or the Sublease assigned, without Landlord's prior written consent. This Consent is not consent to any other assignment or subletting.

5. LANDLORD NOT BOUND BY THE SUBLEASE

Landlord is not a party to the Sublease and has no obligation to Subtenant under it or under the Lease. Subtenant shall look only to Tenant for the performance of the sublandlord's obligations, and may not enforce the Lease against Landlord. If Tenant defaults under the Lease, Landlord may, by written notice to Subtenant, require Subtenant to pay rent due under the Sublease directly to Landlord, and Subtenant shall do so. Payments received by Landlord will be credited against Tenant's obligations under the Lease, and Tenant agrees that Subtenant's payment to Landlord satisfies Subtenant's rent obligation to Tenant to the same extent.

6. IF THE LEASE ENDS

If the Lease ends for any reason before the Sublease ends, the Sublease ends at the same time, unless Landlord, at its sole option, gives Subtenant written notice requiring Subtenant to attorn to Landlord and continue under the terms of the Sublease for its remaining term, in which case Landlord is not liable for any prior act or default of Tenant, any rent paid to Tenant more than one month in advance, or any deposit not actually received by Landlord. Subtenant shall have no claim against Landlord for the end of the Sublease.

7. INSURANCE AND INDEMNITY

(Commercial) Before occupying the Subleased Premises, Subtenant shall obtain, and shall maintain while in possession, the liability and property insurance the Lease requires of the tenant, with limits of at least \$_____ per occurrence, naming Landlord and Tenant as additional insureds, and shall deliver certificates of insurance to Landlord.

(Residential) Subtenant shall maintain renter's insurance covering its personal property and personal liability while in possession, and Landlord's insurance does not cover Subtenant's belongings.

Subtenant shall indemnify Landlord against claims arising from the acts or omissions of Subtenant and its occupants, employees and invitees in or about the Premises, except to the extent caused by Landlord's negligence or willful misconduct. Tenant and Subtenant shall indemnify Landlord against any claim for a brokerage commission arising from the Sublease.

8. FEES, PROFIT SHARING AND DEPOSIT

- ☐ Tenant shall pay Landlord, on signing this Consent, \$_____ as reimbursement of Landlord's reasonable costs of reviewing the Sublease and preparing this Consent.
- ☐ No fee is payable for this Consent.
- ☐ Tenant shall pay Landlord, as additional rent under the Lease, ____% of any rent and other consideration Tenant receives under the Sublease in excess of the rent payable under the Lease for the Subleased Premises (prorated by area if only part of the Premises is sublet), after deducting Tenant's reasonable costs of subletting, such as brokerage commissions and improvement costs, payable monthly as received.
- ☐ Landlord is not entitled to any share of the rent payable under the Sublease.

Landlord continues to hold any security deposit under the Lease as security for Tenant's obligations. Any deposit Subtenant pays under the Sublease is held by Tenant, and Landlord is not responsible for it unless Landlord actually receives it.

9. REPRESENTATIONS

Tenant represents to Landlord that: (a) the Lease is in full force and effect; (b) Tenant is not in default under the Lease; (c) the Sublease delivered to Landlord is true and complete and is the entire agreement between Tenant and Subtenant concerning the Subleased Premises; and (d) no broker is owed a commission by Landlord because of the Sublease. Subtenant represents that it has received and read a copy of the Lease, from which rent and other financial terms may have been redacted.

10. GENERAL

This Consent becomes effective when signed by Landlord, Tenant and Subtenant (and any guarantor), and when Landlord has received any fee and insurance certificates required above. If the Sublease is not signed within ____ days after the date of this Consent, this Consent lapses. Notices shall be given in writing to the addresses above in the manner required by the Lease. This Consent is governed by the laws of the State of _____, may be signed in counterparts and electronically, and binds the parties and their successors and permitted assigns. Except as stated in this Consent, the Lease is unchanged and remains in full force.

☐ The parties also agree to the following: _____

☐ There are no additional conditions.

The parties have signed this Consent as of the date first written above.

LANDLORD

By: _____ Date: _____

Name and title: _____

TENANT

By: _____ Date: _____

Name and title: _____

SUBTENANT

By: _____ Date: _____

Name and title: _____

GUARANTOR (if any)

_____ Date: _____

Printed name: _____