

Commercial Sublease

This sublease is made between:

- (1) _____ the "Sublandlord")
(sublandlord name)
- and
- (2) _____ the "Subtenant").
(subtenant name)

Whereas _____ (the "Landlord")
(landlord name)

and the Sublandlord have entered into a lease of premises (the "Premises") of which a copy is appended as Schedule A to this agreement (the "Lease");

And whereas the Sublandlord and the Subtenant wish to enter into a sublease of the Premises for the balance of the term of the Lease less one day;

And whereas the Landlord has given written consent to this sublease;

The Sublandlord and Subtenant agree as follows:

1. The Sublandlord hereby subleases the Premises to the Subtenant to have and to hold for the balance of the term of the Lease less one day commencing on _____.
(date)

The Subtenant, however, may not assign or sublease its interest in the Premises without the consent of the Sublandlord, which consent expressly may be unreasonably withheld.

2. The Subtenant shall pay rent of _____ dollars (\$ _____) per month in advance on the first day of each and every month during the term of this sublease with the rent for any broken portion of a calendar month in which this sublease terminates being prorated.

3. The Subtenant agrees to pay to the Sublandlord all sums which the Sublandlord is required to pay to the Landlord under the Lease as additional rent and GST pursuant to the provisions of the Lease or is required to pay to the Landlord by reason of the Subtenant's occupancy of the Premises.

4. The Subtenant agrees to observe and perform all the Sublandlord's covenants in the Lease apart from the payment of rent and additional rent to the Landlord.

5. The Subtenant shall pay all business taxes in respect of the business carried on by the Subtenant in and upon or by reason of its occupancy of the Premises.

6. The Subtenant shall take out and keep in force during the term of the sublease such insurance in respect of the Premises as to comply with the obligations of the Sublandlord under the Lease and shall be subject, as regards both the Landlord and the Sublandlord, to the same obligations and same limitations of liability with respect to damage, loss, or injury as are set out in the Lease between the Landlord and the Sublandlord.

7. The Sublandlord covenants with the Subtenant:
 - (a) for quiet enjoyment of the Premises;
 - (b) to pay all rent and additional rent reserved under the Lease;
 - (c) to enforce for the benefit of the Subtenant of the Premises the obligations of the Landlord under the Lease with the intent that the benefit of such covenants extend to the Premises to be enjoyed by the Subtenant; the Subtenant, however, agrees to pay the Sublandlord's costs, including but not limited to legal costs, reasonably incurred by the Sublandlord in relation to such enforcement.

8. The rights and obligations of the Subtenant with respect to the installation, alteration, or removal of fixtures and improvements and signs shall be governed by the applicable provisions of the Lease.

9. The provisions of the Lease regarding the Landlord's remedies against the Sublandlord and the Premises in connection with the Sublandlord's default under the Lease are hereby incorporated in this sublease for the benefit of the Sublandlord against the Subtenant and the Premises in connection with the Subtenant's default under this sublease.

Executed in duplicate under seal on _____
(date)

Signed, sealed, and delivered)	
in the presence of:)	
)	
)	
_____)	_____
for the Sublandlord)	The Sublandlord
)	
)	
_____)	_____
for the Subtenant)	The Subtenant