

Landlord Consent to Sublease

Source: File2Download.com | Free to use and edit

LANDLORD CONSENT TO SUBLEASE

This LANDLORD CONSENT TO SUBLEASE ("Consent") is made as of [EFFECTIVE DATE], by and between [LANDLORD NAME], whose address for notices is [LANDLORD ADDRESS] ("Landlord"), [TENANT NAME], whose address for notices is [TENANT ADDRESS] ("Tenant"), and [SUBTENANT NAME], whose address for notices is [SUBTENANT ADDRESS] ("Subtenant"). Landlord, Tenant and Subtenant are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated [ORIGINAL LEASE DATE] (the "Lease") concerning the premises described therein commonly known as [PREMISES ADDRESS], [CITY], [STATE] [ZIP] (the "Premises").

B. Pursuant to the Lease, Tenant desires to sublease a portion/all of the Premises to Subtenant under a proposed sublease dated [SUBLEASE DATE] (the "Sublease"), a copy of which is attached hereto as Exhibit A.

C. Landlord has agreed to consent to the Sublease on the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent

1.1. Grant of Consent. Subject to the terms and conditions of this Consent, Landlord hereby consents to the Sublease between Tenant and Subtenant solely as to the Sublease attached as Exhibit A and solely for the portion of the Premises described in Exhibit A, for the term commencing on [SUBLEASE START DATE] and ending on [SUBLEASE END DATE] (the "Sublease Term").

1.2. Limited Scope. This Consent is limited to the specific Sublease described in Exhibit A and to the named Subtenant. Any modification, amendment, extension, assignment, or further subletting of the Sublease or change in Subtenant shall require Landlord's prior written consent.

2. Conditions to Consent

2.1. Tenant and Subtenant Compliance. This Consent is expressly conditioned upon the following, each of which must be satisfied prior to Landlord's consent becoming effective:

(a) Tenant is not in default under the Lease as of the Effective Date; and such condition shall be re-verified in Landlord's reasonable discretion prior to the Sublease Commencement Date.

(b) Tenant and Subtenant shall deliver to Landlord an executed copy of the Sublease in the form attached as Exhibit A.

(c) Tenant and/or Subtenant shall deliver to Landlord any security deposit in the amount of [SECURITY DEPOSIT AMOUNT] (if applicable) and evidence of required insurance as set forth in Section 6.

(d) Tenant and Subtenant shall execute and deliver any estoppel certificate or landlord documentation reasonably requested by Landlord.

2.2. No Waiver. Except as expressly set forth in this Consent, Landlord's consent shall not constitute a waiver of any of Landlord's rights under the Lease, nor shall it be deemed a consent to any other

assignment, subletting, or transfer. Landlord's consent shall not release Tenant from liability under the Lease; Tenant shall remain fully liable for all obligations under the Lease.

3. Representation and Warranties

3.1. Tenant represents and warrants that: (a) the Lease is in full force and effect; (b) this Consent does not violate any covenant of the Lease; and (c) Tenant has provided a true and complete copy of the Sublease to Landlord.

3.2. Subtenant represents and warrants that: (a) Subtenant has received and reviewed the Lease and is familiar with the requirements thereof; (b) Subtenant will comply with all material terms and conditions of the Lease as if Subtenant were Tenant with respect to the portion of the Premises subject to the Sublease; and (c) Subtenant has the authority and ability to perform its obligations under the Sublease and this Consent.

4. Rent and Charges

4.1. Payment. All rent and other charges payable under the Lease shall continue to be paid in accordance with the Lease. Tenant shall remain primarily liable to Landlord for the payment of rent and other charges under the Lease.

4.2. Collection from Subtenant. Landlord shall have the right, but not the obligation, to collect rent or other sums due under the Sublease directly from Subtenant if Tenant defaults and Landlord provides written notice to Tenant of Landlord's intent to collect from Subtenant.

5. Security Deposit

5.1. If any security deposit or letter of credit is delivered by Subtenant, such security deposit shall be handled in accordance with the Lease unless otherwise agreed in writing by Landlord.

6. Insurance

6.1. Insurance Requirements. Subtenant shall obtain and maintain insurance coverage as required by the Lease and shall name Landlord and Tenant as additional insureds where required by the Lease. Certificate(s) of insurance evidencing the required coverage shall be delivered to Landlord prior to the Sublease Commencement Date.

7. Indemnity

7.1. Subtenant Indemnity. Subtenant shall indemnify, defend and hold harmless Landlord and Tenant from and against any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of Subtenant's use or occupancy of the Premises or arising from any breach or default by Subtenant of the Sublease or this Consent, except to the extent caused by Landlord's gross negligence or willful misconduct.

7.2. Tenant Indemnity. Tenant shall remain responsible for indemnifying Landlord as provided in the Lease and shall indemnify Landlord for claims arising from Tenant's failure to comply with its obligations under the Lease or this Consent.

8. Default and Remedies

8.1. Default. A default by Tenant under the Lease shall entitle Landlord to exercise any and all remedies provided under the Lease or at law or in equity, including without limitation termination of the Lease. Landlord's exercise of any remedy against Tenant shall not be deemed an election of remedies against Subtenant unless otherwise required by applicable law.

8.2. Effect on Sublease. Upon termination of Tenant's interest under the Lease for any reason, Landlord

may, at its option and to the extent permitted by law, elect to terminate the Sublease or succeed to Tenant's rights thereunder and assume the Sublease on the terms and conditions therein.

9. No Novation

9.1. No Release. This Consent does not constitute a novation and shall not release Tenant from liability under the Lease. Tenant shall remain fully liable for all obligations under the Lease notwithstanding this Consent.

10. Notices

10.1. Notices. All notices required or permitted under this Consent shall be given in the manner and to the addresses set forth in the Lease or to the following addresses (as applicable):

Landlord: [LANDLORD NOTICE ADDRESS]

Tenant: [TENANT NOTICE ADDRESS]

Subtenant: [SUBTENANT NOTICE ADDRESS]

10.2. Notice Effective Date. Notices shall be effective as provided in the Lease.

11. Miscellaneous

11.1. Governing Law. This Consent shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflicts of law principles.

11.2. Entire Agreement. This Consent contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between the Parties with respect to such subject matter.

11.3. Amendment. This Consent may be amended only by a written instrument executed by Landlord, Tenant and Subtenant.

11.4. Severability. If any provision of this Consent is determined to be invalid or unenforceable, such provision shall be severed and the remainder of this Consent shall continue in full force and effect.

11.5. Counterparts and Electronic Signatures. This Consent may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Consent may be executed by electronic signature, which shall be deemed an original.

11.6. No Waiver. Landlord's failure to enforce any provision of this Consent shall not be deemed a waiver of Landlord's rights to enforce such provision thereafter.

12. Acknowledgment

12.1. Tenant and Subtenant acknowledge that they have read the Lease and this Consent, understand their obligations hereunder, and agree to be bound by the terms and conditions herein.

IN WITNESS WHEREOF, the Parties have executed this Consent as of the Effective Date.

LANDLORD:

[LANDLORD NAME]

By: _____

Name: [LANDLORD SIGNATORY NAME]

Title: [LANDLORD SIGNATORY TITLE]

Date: [DATE]

TENANT:

[TENANT NAME]

By: _____

Name: [TENANT SIGNATORY NAME]

Title: [TENANT SIGNATORY TITLE]

Date: [DATE]

SUBTENANT:

[SUBTENANT NAME]

By: _____

Name: [SUBTENANT SIGNATORY NAME]

Title: [SUBTENANT SIGNATORY TITLE]

Date: [DATE]

EXHIBIT A: COPY OF SUBLEASE

Attach a complete, executed copy of the Sublease describing the portion of the Premises to be subleased, the Sublease Term, rent, and any special provisions. Any inconsistency between the Sublease and this Consent shall be resolved in favor of this Consent unless Landlord otherwise agrees in writing.

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.