# SUBLEASE AGREEMENT

This is an agreement to sublet real property according to the terms specified below.

The "Sublessor" agrees to sublet and the "Subtenant" agrees to take the premises described below. Both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

1. The Sublessor is: Jessica Milligan Photography, LLC

2. The Subtenant is: _____

3. The location of the premises is: 3116 N. Davidson St., Suite 260, Charlotte, NC 28205

4. The term of this sublease is _____, beginning _____, 20___. The rent is $_____per month, payable in advance by the 1st day of each month. The rent is payable to Jessica Milligan at 1520 Winston Dr., Charlotte, NC 28205.

4. The sublease agreement will terminate on (date) _____. There shall be no holding over under the terms of this sublease agreement under any circumstances.

5. All charges for utilities connected with premises are to be paid by the Sublessor under the master lease and shall be included in the rent.

6. Subtenant agrees to surrender and deliver to the Sublessor the premises and all furniture, decorations and equipment within the premises in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. The Subtenant will be liable to the Sublessor for any damages occurring to the premises or the contents thereof or to the building, which are done by the Subtenant or his/her guests.

7. Subtenant agrees to pay to Sublessor a deposit of $150.00 to cover damages and cleaning. Sublessor agrees that if the premises and contents thereof are returned to him/her in the same condition as when received by the Subtenant, reasonable wear and tear thereof excepted, (s)he will refund to the Subtenant $150.00 at the end of the term, or within 30 days thereafter. Any reason for retaining a portion of the deposit shall be explained in writing within 30 days to the Subtenant.

8. At the time of taking possession of the premises by the Subtenant, the Sublessor will provide the Subtenant with an inventory form within three (5) days of taking possession.

9. In the event of any legal action concerning this sublease, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court wherein such judgment shall be entered.

10. This lease constitutes the sole agreement between the parties, and no additions, deletions or modifications may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

11. The words "Sublessor" and "Subtenant" as used herein include the plural as well as the singular; no regard for gender is intended by the language in this sublease.

12. Early termination provision: If the Subtenant choses to terminate the lease agreement he/she will give the Sublessor a written notice no less than 30 days prior to termination date, agrees to forfeit his/her security deposit and is subject to a $150.00 early termination fee. Fees may be waived if Subtenant is able to replace his/her membership with an equal or greater membership level member.
13. Breach of contract. Sublessor reserves the right to terminate Subtenant's lease agreement at any time for any of the following infractions without compensation: damage to personal property,

destruction of premises, theft, disorderly conduct, disruption to neighboring tenants, unscheduled use of premises, inappropriate use of premises (see #14), three or more written complaints by other subtenants, failure to make timely rental payment. Immediately following any violation Sublessor will notify Subtenant in writing of violation(s). Upon notification of said violation(s) access to premises will be suspended indefinitely until a resolution can be reached. If no resolution is reached Sublessor reserves the right to follow early termination procedures (#12).

14. Appropriate uses of premises are as follows: client/sales meetings, consultations, photographic shoots, hair and makeup styling, workshops and seminars. Any other gathering of up to 25 people is allowed with written permission from Sublessor. Gatherings exceeding 25 people are prohibited.

15. A $25 cleaning fee will be issued to any Subtenant who fails to leave the premises in a clean and tidy condition after use. Any refusal to pay the fee will be deducted from the offending party's security deposit.

16. Each signatory to this sublease acknowledges receipt of an executed copy thereof.

17. The parties hereby bind themselves to this agreement by their signatures affixed below on this _____day of _____, 20___.

**SUBLESSOR**

Name: Jessica Milligan Photography, LLC

Address: 1520 Winston Dr.
Charlotte, NC 28205

T. (678) 697 – 5792

E. info@jessicamilligan.com

Signature: _____

**SUBTENANT**

Name: _____

Address: _____

_____

T. _____

E. _____

Signature: _____

Blue & Gold Properties (landlord) is aware of and approves of all provisions stated in sublease agreement above.

Signature: _____ Date: _____

INVENTORY CHECKLIST ATTACHED: _____Yes _____No

PROOF OF LIABILITY INSURANCE ATTACHED: _____Yes _____No

SIGNED LIABILIY WAIVER ATTACHED: _____Yes _____No