Sublease Agreement

This is a Sublease Agreement ("Agreement"), dated as of _____, 201_, between [_____], a California nonprofit corporation ("Client"), and [_____], a California nonprofit corporation ("Subtenant").

Background

A. Client is a nonprofit organization whose mission is to [_____] Client leases a [_____] ("Building") and other facilities from [_____] under a Lease Agreement dated [_____] ("Master Lease").

B. Subtenant is a nonprofit organization dedicated to [_____]. Subtenant and Client desire that Subtenant sublease from Client an office located on the second floor of the Building ("Premises"), on the terms set out in this Agreement.

Client and Subtenant agree as follows:

1. Sublease, Term, Rent, and Expenses

1.1 Premises and Term. Client subleases to Subtenant the Premises for a period of one year, beginning on _____ and ending on _____. This Agreement does not automatically renew. Continued use of the Premises by Subtenant is subject to negotiation and entry into a new sublease agreement. Neither Subtenant nor Client will be obligated to negotiate or enter into such a new agreement. Subtenant acknowledges that Client's space needs may grow and that Client may choose not to renew.

1.2 Common Areas and Parking. Subtenant may use the bathrooms and make reasonable use of the kitchen in the Building, and, as coordinated with and approved by Client, may use the meeting room on the first floor of the Building. Subtenant may make reasonable use of the driveway near the Building for parking for its directors, officers, employees, and visitors, and may park overnight on a continuing basis up to two trucks or other vehicles.

1.3 Rent. Subtenant will pay Client $_____ per month as rent for the Premises. Subtenant will pay the rent on or before the first day of every month during the term, without invoice, demand or offset. Subtenant may pay the rent by cash, check, or direct deposit.

1.4 Expenses. As provided in Sections 2.3, 2.4, and 3.1, Subtenant will reimburse Client for Subtenant's share of utilities, office supplies, photocopier, janitorial, and kitchen and bathroom maintenance expenses. Client will reasonably determine Subtenant's share of such expenses and invoice Subtenant. Subtenant will pay Client no later than seven days after receipt of the invoice.

2. Use, Utilities, and Maintenance

2.1 Use of the Premises. Subtenant may use the Premises and meeting room for operational, administrative, fundraising, and other office activities related to or incidental to Subtenant's mission, including meetings of its Board of Directors.

2.2 Management and Compliance. Subtenant will have sole responsibility for the planning, management, and carrying out of Subtenant's operations. Subtenant will, at Subtenant's expense, comply with all laws applicable to Subtenant's operations on the Premises.

2.3 Office Equipment. Subtenant may make reasonable use of Client's photocopier and office supplies. Subtenant will reimburse Client for such use as set out in Section 1.4.

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2.4 Utilities. Client will procure and pay for electricity, water, gas, trash removal, and internet services for the Building. Subtenant will reimburse Client for Subtenant's share of such expenses as set out in Section 1.4. Subtenant will be responsible for arranging and paying for its own telephone service.

2.5 Communication. Given the shared use of the Building, Subtenant and Client acknowledge and affirm the importance of regular communication and cooperation.

3. Maintenance, Improvements, and Inspections

3.1 Maintenance. Subtenant will keep the Premises in good order, condition, and repair and will clean up the kitchen and meeting room after each use. Client will be responsible for janitorial services for the Building and for maintaining the common areas, including procuring kitchen and bathroom expendables such as paper goods. Subtenant will reimburse Client for Subtenant's share of such janitorial and supplies expenses as set out in Section 1.4.

3.2 Alterations, Improvements, and Repairs. Subtenant may not make improvements and alterations to the Premises without first obtaining written approval from Client. As between Client and Subtenant, Client will be responsible for structural repairs to the Building, for plumbing and electrical maintenance, and for maintaining the driveway, lawn, and landscaping around the Building.

3.3 Inspection. Client may enter and inspect the Premises at reasonable times to evaluate whether Subtenant is in compliance with this Agreement. The presence of Client's representatives on or near the Premises will not limit or affect in any way Subtenant's obligations under this Agreement.

4. Other Premises Matters

4.1 Master Lease. This Agreement incorporates the terms and conditions of the Master Lease, including, without limitation, the remedies in the Master Lease. This Agreement is, and will remain in every manner, subject and subordinate to the terms of the Master Lease. Subtenant will not do, or omit to do, any act that could cause a breach or default under the terms of the Master Lease. Subtenant understands and acknowledges that [_____] is not Subtenant's landlord and has no obligations to Subtenant. Subtenant also acknowledges that performance by Client of its obligations under this Agreement is conditioned upon performance by [_____] of its corresponding obligations under the Master Lease.

4.2 No Representations. Client is not making any representations or warranties to Subtenant about the Premises including the suitability of the Premises for Subtenant's activities. Subtenant is responsible for performing Subtenant's own inspection of the Premises before entering into this Agreement. Subtenant accepts the Premises on an "as-is" basis as of the date of occupancy, subject to the Master Lease, and to any easements, servitudes, rights of way, or other land rights.

4.3 Assignment, Subleasing, and Licensing. Subtenant may not assign, sublease, or license all or any part of the Premises without first obtaining Client's written approval.

4.4 Liens and Encumbrances. Subtenant will not incur, create, or assume any lien or encumbrance on any portion of the Premises or Building, including any mechanic's or materialmen's liens, except any liens or encumbrances that may be created in favor of Client or [_____] under this Agreement.

4.5 Personal Premises Taxes and Fees. Subtenant will be responsible for paying all personal property taxes or assessments levied on its personal property on the Premises and all income or sales taxes, if any, that result from income generated from its operations on the Premises.

4.6 Damage and Condemnation. Section 17 of the Master Lease (relating to damage and condemnation) is incorporated by reference into this Agreement, with the modifications that the term "[_____]" used in the Master Lease refers here to Client, the term "Client" means Subtenant, and the term "Leased Premises" means "Office."

5. Publicity and Disclosure

5.1 Signage. Client will maintain one sign near the main driveway of FOPC that identifies Subtenant as an occupant at FOPC.

5.2 Media. Client may film, tape, photograph, interview, and otherwise document Subtenant's operations and activities on the Premises. All video, photographic, audio, written, and other materials produced by Client in connection with its activities, and all copyrights in these materials, will be the sole property of Client and may be made available by Client to third parties, on Client's website, in Client publications, or through any other media, at Client's sole discretion. By way of example and not of limitation, Client may on its website identify Subtenant as an occupant at FOPC.

5.3 Legal Disclosures. Both Client and Subtenant may disclose information about this Agreement as may be required under any federal or state law including, without limitation, disclosure in Form 990 tax returns.

6. Indemnification, Waiver and Insurance

6.1 Indemnification. Subtenant will indemnify and hold Client, [_____], and Client's and [_____]'s respective directors, partners, officers, employees, and affiliates (collectively, the "Client Parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees that may be suffered by such Client Party arising directly or indirectly from: (a) any claim by a third party arising from Subtenant's occupancy of and activities on the Premises, (b) death of or injury to person or property of any Subtenant director, officer, employee, or invitee; (c) any breach by Subtenant of this Agreement, or (d) any other act or omission by Subtenant in connection with this Agreement, except to the extent the liability is solely caused by the gross negligence or willful misconduct of a Client Party.

6.2 Waiver and Release. Subtenant waives and releases any claims against all Client Parties in respect of death or injury to person or property occurring on the Premises from any cause whatsoever, including, without limitation, the active or passive negligence of any CLLB Party, except to the extent such death or injury is solely caused by the gross negligence, willful misconduct, or breach of this Agreement by such Client Party. Subtenant agrees not to sue any Client Party on the basis of these waived and released claims. Subtenant understands that the releases and waivers in this Agreement extend to claims that Subtenant does not know of or does not expect to exist at the time Subtenant signs this Agreement, and Subtenant waives the protections of Section 1542 of the California Civil Code.

6.3 Insurance. Subtenant will maintain in full force and effect such insurance as may be specified in an exhibit to this Agreement or may otherwise be reasonably requested by Client.

7. Termination; Remedies

7.1 Default; Termination by Client. Subtenant will be considered to have defaulted and Client may terminate this Agreement if: (a) Subtenant fails to make a rent payment within 15 days of when payment is due; (b) Subtenant abandons or vacates the Premises for 30 consecutive days; or (c) Subtenant breaches any other provision of this Agreement and the breach continues for more than 30 days after Subtenant receives written notice of the breach from Client, it being understood that if the breach cannot by its nature be cured within such 30-day period, then Subtenant will have an additional reasonable period (which will not in any case

exceed 30 days) to attempt to cure the breach. Such a termination will be effective five days after delivery by Client to Subtenant of a notice of termination.

7.2 Termination of Master Lease. In the case of termination of the Master Lease or if Client loses or forfeits its rights to access or sublet the Building, this Agreement will terminate.

7.3 Cumulative Remedies. Client retains all rights to recover damages to the extent permitted by law and permissible under Section 1951.2 of the California Civil Code including, without limitation, unpaid rent for use of the Premises until termination, rent to be paid for the remainder of the term, and any amount necessary to compensate Client for charges incurred by reason of Subtenant's failure to perform its obligations under this Agreement. All Client's rights, powers, and remedies under this Agreement are cumulative and not alternative, and will be in addition to all rights, powers and remedies given to Client at law or in equity. The exercise of one or more of these rights or remedies will not impair Client's right to exercise any other right or remedy.

7.4 Holdover. This Agreement terminates without further notice at the expiration of the term. Any continued occupancy by Subtenant of all or a portion of the Premises after the expiration of the term will be construed by the parties to be a tenancy from month-to-month on the terms and conditions in this Agreement, cancellable by either party upon 30 days' written notice. Any holding over is not a renewal or extension of the term.

7.5 Surrender of Leased Premises. Upon termination of this Agreement, Subtenant will at its expense surrender the Premises in good order and condition, reasonable wear and tear excepted, and will remove all of Subtenant's personal property. All permanent improvements and alterations to the Premises other than trade fixtures will belong to Client.

7.6 Personal Premises. If Subtenant leaves any of its personal property on the Premises or elsewhere in the Building after the termination of this Agreement, Client may store it at a warehouse or any other location for Subtenant's account and at Subtenant's risk and expense. Client will release the property only when Subtenant pays all charges relating to storage and all other amounts it owes Client under this Agreement. If Subtenant does not reclaim its property within the period permitted by law, Client may sell it in accordance with law and apply the proceeds of the sale to any amounts Subtenant owes to Client under this Agreement, or retain Subtenant's property, granting Subtenant credit for the reasonable value of its property against any amounts Subtenant owes to Client.

7.7 Survival. Sections 5.2, 5.3, 6.1, 6.2, 7.6, 7.7 and 8 of this Agreement will survive termination of this Agreement.

8. General Provisions

8.1 Entire Agreement; Amendment. This Agreement is the entire agreement between Client and Subtenant and supersedes prior or contemporaneous written and oral agreements, including, without limitation, negotiations, correspondence, course of dealing and communications between Client and Subtenant relating to the same subject matter. This Agreement may be amended only as stated in a writing signed by both Client and Subtenant that recites that it is an amendment to this Agreement.

8.2 Independent Organizations. Client and Subtenant are and will remain independent contracting entities. This Agreement and its performance will not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Client nor Subtenant will have the power or authority to act for the other party or to bind or obligate the other party to a third party or commitment in any manner.

8.3 Severability. If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

8.4 Waiver. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

8.5 No Third Party Beneficiaries. Except as specifically provided in Sections 6.1 and 6.2, this Agreement is for the exclusive benefit of Client and Subtenant and not for the benefit of any third party.

8.6 Notices. Notices and approvals under this Agreement must be in writing and delivered by mail, hand, or fax to the addresses set out on the signature page of this Agreement. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section 8.6 will be considered given two business days after deposit in the mail, or the first business day after delivery by hand, to a courier, or by fax.

8.7 Successors and Assigns. This Agreement will be binding upon the permitted successors and assigns of Client and Subtenant.

8.8 Governing Law; Jurisdiction and Venue. This Agreement will be governed by California law. Client and Subtenant consent to the exclusive jurisdiction of the state and federal courts for [_____], California.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.

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This Agreement was signed by Client and Subtenant as of the date stated in its first paragraph.

Client	**[_____]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Client address:	**Subtenant address**: