

# COMMERCIAL SUBLEASE (SOUTH CAROLINA)

THIS AGREEMENT made effective as of the [NUMBER] day of [MONTH], [YEAR].

BETWEEN:

TENANT  
[ADDRESS]  
(the "Tenant")

- and -

SUBTENANT  
[ADDRESS]  
(the "Subtenant")

FOR VALUABLE CONSIDERATION, the Parties agree to the following terms and conditions.

## 1. Premises.

Tenant hereby subleases to Subtenant and Subtenant hereby subleases from Tenant for the term specified below, and upon all of the conditions set forth herein, that certain real property, including all improvements thereon, known by the street address of [STREET ADDRESS] located in the State of South Carolina and generally described as [DESCRIPTION OF PREMISES] (the "Premises").

## 2. Term.

The term of this Sublease shall be for [NUMBER][MONTHS/YEARS] commencing on [DATE] and ending on [DATE], unless sooner terminated pursuant to any provision hereof. Tenant agrees to use its best reasonable efforts to deliver possession of the Premises by the commencement date. If, despite said efforts, Tenant is unable to deliver possession as agreed, the rights and obligations of Tenant and Subtenant shall be as set forth in the Master Lease and in Paragraph 7 of this Sublease.

## 3. Base Rent.

Subtenant shall pay to Tenant as Base Rent for the Premises equal monthly payments of \$[#,###.##] in advance, on the [#] day of each month of the term hereof. Subtenant shall pay Tenant upon the execution hereof \$[#,###.##] as Base Rent for the period from [DATE] through [DATE]. Base Rent which is less than one month for any period during the term hereof shall be calculated at a pro rata portion of the monthly installment.

## 4. Rent Defined.

All monetary obligations of Subtenant to Tenant under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("Rent"). Rent shall be payable in lawful money of the United States to Tenant at the address stated herein or to such other persons or at such other places as Tenant may designate in writing.

## 5. Security Deposit.

Subtenant shall deposit with Tenant upon execution hereof \$[#,###.##] as security for Subtenant's faithful performance of Subtenant's obligations hereunder. The rights and obligations of Tenant and Subtenant as to said Security Deposit shall be as set forth in the Master Lease (as modified by Paragraph 7 of this Sublease).

## 6. Use of Premises.

- (a) The Premises shall be used and occupied only for [STATE USE OF PREMISES IN WORDS] and for no other purpose.
- (b) Tenant warrants that the improvements on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances in effect on the commencement date. Said warranty does not apply to the use to which Subtenant will put the Premises or to any alterations or utility installations made or to be made by Subtenant. NOTE: Subtenant is responsible for determining whether or not the zoning is appropriate for its intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, or in the event that the applicable requirements are hereafter changed, the rights and obligations of Tenant and Subtenant shall be as provided in the Master Lease (as modified in Paragraph 7 of this Sublease).
- (c) Subtenant acknowledges that it has been advised to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with all applicable requirements) and their suitability for Subtenant's intended use.
- (d) Subtenant has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises.

- (e) Neither Tenant, Tenant's agents, nor any broker has made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Tenant acknowledges that it is Tenant's sole responsibility to investigate the financial capability and/or suitability of all proposed subtenants.

**7. Master Lease.**

- (a) Tenant is the lessee of the Premises by virtue of a lease (the "Master Lease"), a copy of which is attached hereto, wherein [name of landlord] is the lessor ("Landlord").
- (b) This Sublease is and shall at all times be subject and subordinate to the Master Lease.
- (c) The terms, conditions and respective obligations of Tenant and Subtenant to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Tenant herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Subtenant herein.

**THIS IS A 4-PAGE FORM.**