

## Agreement to Sublease Studio Space

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 expressed below:

1. **SUBLESSOR:** The sublessor is: Brian Powell Photography, LLC.

2. **SUBTENANT:** The subtenant is: \_\_\_\_\_.

3. **PREMISES:** The location of the premises is: Second Level Studios, 102 N. Third St., suite 204, Lafayette, IN 47901.

4. **TERM:** The term of this sublease is **12 months (one year)**, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

5. **RENT PAYMENTS:** The rent is \$ \_\_\_\_\_ per month, payable in advance on the **20th** day of the month preceding the calendar month in which the Subtenant uses the premises. The rent is payable to Brian Powell Photography, LLC. Payments shall be made to sublessor by **automatic monthly subscription payments through Paypal registration.** If payment is not made, a late fee of **\$35** shall be assessed in addition to past due rent. Failure to submit rent may result in forfeiture of access to the premises and revocation of the sublease agreement without notice.

6. **AGREEMENT TERMINATION:** The sublease agreement will terminate on \_\_\_\_\_. The lease shall automatically renew for an additional **12 months** each renewal period if a written Notice to Vacate is not provided to the sublessor **thirty (30) days** prior to end of the leasing period.

7. **UTILITIES:** Charges for utilities connected with premises which are to be paid by the sublessor under the master lease include **CAM, HVAC, and electricity.** Additional utilities requested and acquired by the subtenant shall be paid by the subtenant unless otherwise agreed upon in writing.

8. **PROPERTY CONDITION:** Subtenant agrees to surrender and deliver to the sublessor the premises and all furniture and decorations 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 guests.

9. **DEPOSIT:** Subtenant agrees to pay sublessor a deposit of **\$35** to be applied to the cost of creating a set of keys for Subtenant. 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, and if there is no unpaid rent or unpaid utility bills owed by the subtenant, he/she will refund to the subtenant **\$35** 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 subtenants.

10. **DEFAULT.** If any rent provided herein shall be due and remain unpaid or if Subtenant fails to perform any of the provisions of this Sublease Agreement, in addition to all other remedies available to sublessor at law or by this Sublease, sublessor may cancel this Sublease Agreement by giving Subtenant **10 days** notice in writing. After such period has expired, sublessor shall have the right to re-enter the Subleased Premises and take possession thereof. Subtenant's right to possession shall thereupon cease and sublessor shall be entitled to the possession of said premises and to re-enter the same without demand for rent or for possession. Sublessor may proceed forthwith to recover possession of said premises by process of law, any notice to quit or of intention to exercise such option or to re-enter said premises being hereby **EXPRESSLY WAIVED BY SUBTENANT.** Notwithstanding such re-entry or cancellation, the liability of the subtenant for rent due hereunder shall not be extinguished for the balance of the rental period, and Subtenant shall make good to sublessor any deficiency arising from a re-entry and re-letting of the Subleased Premises at a reduced rental.

Further, Subtenant at its sole option may accelerate the unpaid rent for the unexpired portion of the lease, giving credit for any proceeds from the re-letting in whole or in part of the premises and improvements by Sublessor to others. Subtenant will be liable to Sublessor for all court costs and reasonable attorney's fees in the event Subtenant shall become in default and Sublessor incurs court costs and/or attorney's fees in obtaining possession of the premises or in the enforcement of any covenant, condition or agreement herein contained, whether through legal proceedings or otherwise, and whether or not any such legal proceedings be prosecuted to a final judgment.

Additionally, subtenant shall be deemed to be in default hereunder if:

- A. If the Subtenant shall make an assignment of its assets for the benefit of creditors, or if the Subtenant shall file a voluntary petition in **bankruptcy**, or if an involuntary petition in bankruptcy or for receivership be instituted against the Subtenant and the same be not dismissed within thirty (30) days of the filing therefor, or if the Subtenant be adjudged bankrupt, then and in any of said events

this lease shall immediately cease and terminate at the option of the Sublessor with the same force and effect as though the date of said event was the day herein fixed for expiration of the term of this lease.

- B. The Subtenant abandons the property by the removal of all of subtenant's personal property and subtenant's failure to occupy the property for a period in excess of 14 days.

11. **ORIGINAL LEASE:** The sublease agreement incorporates and is subject to the original lease agreement between the sublessor and his lessor, a copy of **which is available for review**, and which is hereby referred to and incorporated as if it were set out here at length. The subtenant agrees to assume all of the obligations and responsibilities of the sublessor under the original lease for the duration of the sublease agreement.

12. **LIENS.** Subtenant shall keep the Subleased Premises **free and clear of all liens** arising out of any work performed, materials furnished, or obligations incurred.

13. **NOTICE.** All written notices required or permitted by this Sublease may be delivered in person or sent by certified mail, return receipt requested (postage prepaid) to the Tenant or Subtenant at the addresses set forth above, or at such other address as the parties may designate in writing from time to time by notice given pursuant to this paragraph, or notices to the Subtenant may be delivered or posted at the Premises. Subtenant shall be deemed to have received notice if such notice is delivered or posted at the Premises. In addition to written notices delivered as hereinbefore set forth, any written notices required or permitted by this Lease may be sent by e-mail to the Tenant or Subtenant at the e-mail addresses set forth below. If e-mail delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming electronic delivery.

14. **OTHER TERMS AND CONDITIONS:**

- A. Subtenant's use includes an identified meeting room area, photography area, common lobby and access areas, common area bathrooms. It may or may not include a reserved desk and storage, pursuant to the level of membership.
- a.
- B. Any leasing out of the space, including but not limited to hourly rentals, events, etc, to other individuals is generally **prohibited** and requests must be delivered in writing to the Sublessor.
- C. **For newborn photographers only:** The Subtenant agrees to provide and pay for a Business Liability Insurance Policy secured from a responsible insurance company acceptable to the Tenant, in which the limits shall be not less than **\$1,000,000.00**, the same to provide protection for both the Subtenant and the Sublessor (via certificate naming the Sublessor), and to include protection also for the Sublessor from all liability of every kind and nature arising out of the use and occupancy of the Subleased Premises, including the building and sidewalks. Sublessor is to be furnished a copy of said policy or suitable evidence of insurance, and the Sublessor is to be held blameless, save and except loss and/or injury caused solely by the negligent acts or omissions of the Sublessor, its servants, agents, or representatives. Failure to provide such insurance policy within 30 days after commencement of the term hereof shall be considered an event of default giving Sublessor the right to terminate the Sublease pursuant to the terms of this Sublease Agreement.
- D. The subtenant **shall not assign this lease** or any of subtenant's rights or obligations hereunder, or sublet or permit anyone to occupy the premises or any part thereof, without sublessor's prior written consent, which consent may be granted or withheld in sublessor's sole and absolute discretion. No assignment or transfer of this lease may be effected by operation of law, or otherwise, without sublessor's prior written consent. Any assignment, subletting or occupancy, to which the sublessor consents or where the sublessor collects or accepts rent from any assignee, subtenant or occupant, such conduct by sublessor shall not be construed as relieving the subtenant or any assignee, or subsequent subtenant or occupant from the obligation of obtaining sublessor's written consent to any subsequent assignment, subletting or occupancy, subtenant assigns to sublessor any sum due from any assignee, subtenant or occupant of subtenant as security for subtenant's performance of its obligations pursuant to this lease. Subtenant authorizes each such assignee, subsequent subtenant or occupant to pay such sum directly to sublessor if such assignee, subtenant or occupant receives written notice from sublessor specifying that such rent shall be paid directly to sublessor. Sublessor's collection of such rent shall not be construed as acceptance of such assignee, subtenant or occupant as tenant. All restrictions and obligations imposed pursuant to this sublease on subtenant shall be deemed to extend to any subsequent subtenant, assignee or occupant of subtenant, and subtenant shall cause such persons to comply with all such restrictions and obligations.
- E. It is expressly agreed that if at any time during the term of this lease, Subtenant shall be **adjudged bankrupt** or insolvent by any Federal or State Court of competent jurisdiction, Sublessor may, at its option, declare this lease to be terminated and canceled, and may take possession of the demised premises.

15. **SOLE AGREEMENT:** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. Any oral representations made at the time of executing this lease are not legally valid, and therefore, are not binding upon either party.

16. **GOVERNING LAW:** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Indiana.

17. **CONSTRUCTION:** The words "sublessor" and "subtenant" as used herein include the plural as well as the singular. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

18. **WAIVERS.** A waiver by either party of any provision of this Agreement in any instance shall not be deemed a continuing waiver for the future.

19. **INDEMNIFICATION:** The sublessor shall be held harmless for any and all injury to subtenant and subtenant's business and equipment.

20. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, administered by a licensed Arbitrator in the jurisdiction closest to the Photographer's office and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$3,000. In no event shall an award in an arbitration initiated under this clause exceed the contracted price of the controversy in dispute.

21. **FORCE MAJURE:** Except as otherwise expressly set forth herein, in the event either sublessor or subtenant shall be delayed or hindered in, or prevented from, the performance of any act or rendering of any service required under this Lease, by reason of strikes, inability to obtain materials, failure of power, restrictive governmental laws or regulations, acts of God, incidences of terrorism, wars or riots, civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, or other reasons of a similar or dissimilar nature which are beyond the reasonable control of the sublessor or subtenant (collectively known as "Event"), then the performance of any such act or rendering of any such service shall be excused for the period of the resulting delay and the period of the performance or the rendering of the service shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, this paragraph shall not be applied so as to excuse or delay payment of any monies by one party to the other, including rent.

Except as specifically contained herein or unless otherwise expressly provided in this Lease, nothing contained in this Article shall be applied so as to: (a) permit any delay or time extension due to shortage of funds; or (b) excuse any nonpayment or delay in the payment of rent; or (c) limit either the Landlord's or the Tenant's rights under this Lease to cure the other party's default.

22. **ATTORNEY FEES:** If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded. To establish reasonable attorney's fees, the sublessor may present a signed affidavit from sublessor's counsel as to the fees claimed and the services rendered and anticipated to be rendered to collect the unpaid claim of sublessor. All objections to this method of proof are hereby expressly waived by subtenant. The parties agree that future attorney's fees may be claimed hereunder.

23. **ACKNOWLEDGEMENT OF COPY RECEIVED:** Each party signing this sublease acknowledges receipt of a copy thereof.

The parties hereby bind themselves to this agreement by their signatures affixed below on this \_\_\_\_ day of

\_\_\_\_\_ (month), \_\_\_\_\_ (year).

Printed Name of Sublessor

Signature of Sublessor

\_\_\_\_\_

\_\_\_\_\_

Printed Name of Subtenant(s)

Signature of Subtenant(s)

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