



Sublease Agreement

1704 W. Call Street #800 • Tallahassee, FL 32304 • (850) 222-6819 • Fax: (850) 222-3197

THIS SUBLEASE is made on _____ (date), at Tallahassee, Florida, between _____, hereinafter called "Sublessor" and _____, hereinafter called "Sublessee".
(name of new tenant) (name of original tenant)

Demise and Description of Property

Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, for the term, and subject to the conditions and covenants hereinafter set forth, the property, hereinafter referred to as the "subleased premises," located in Leon County, Florida, described as follows:

Apartment # _____, Bedroom # _____, Whitehall on West Call, LLC, 1704 West Call Street, Tallahassee, FL 32304.

Term

The term of this sublease shall be for the period commencing on _____, and ending on _____, subject to the terms and conditions that certain lease, hereinafter referred to as the Main Lease, dated _____, between Whitehall on West Call, LLC, as Landlord, and Sublessor, as Tenant, leasing the above-described property, a copy of which is attached hereto and incorporated herein by reference.

Rent

For and during the term of this sublease, Sublessee shall pay to Landlord the rent, which accrues under the Main Lease via money order or cashier's check.

Use of Premises

The subleased premises shall be used by Sublessee as a place of residence, and for uses normally incident thereto and for no other purpose and Sublessee agrees to live in a cooperative manner with the co-tenant(s).

Assumption Agreement and Covenants

- (a) The Sublessee shall comply with all of the provisions of the Main Lease, which are to be observed or performed during the term hereof by the Sublessor as Tenant thereunder.
- (b) The Sublessee shall make full and complete attornment to the Landlord for the balance of the term of this sublease, including any extensions and renewals thereof, on the same covenants and conditions as are contained herein, so as to establish direct privity of estate and contract between the Landlord and the Sublessee and with the same force and effect as though this sublease was originally made directly from the Landlord to the Sublessee. The Sublessee shall make all rent payments thereunder directly to the Landlord via money order or cashier's check.
- (c) Insofar as the provisions of the Main Lease do not conflict with specific provisions herein contained, they and each of them are incorporated into this sublease as fully as if completely rewritten herein, and the Sublessee agrees to be bound to the Sublessor by all of the terms of the Main Lease and to assume toward Sublessor and perform all of the obligations and responsibilities that Sublessor by the Main Lease assumes toward the Landlord, and to indemnify and hold harmless Sublessor from any claim or liability under the Main Lease which may arise during the term of or as a consequence of this sublease.

Assignment and Subletting

No assignment or subletting of the leased premises or any part thereof shall be made by Sublessee without Sublessor's and Landlord's prior written consent.

Conditions

This agreement is conditioned upon the consent of the Landlord and co-tenants reflected by their signatures below and any consent of the Landlord is expressly conditioned on the understanding and agreement that Sublessor shall remain fully responsible under the lease until its terms and conditions are completed.

General

This sublease embodies the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed, or altered in any respect except in writing. The covenants, agreements, and obligations herein contained shall extend to, bind, and insure to the benefit not only of the parties hereto but their successors and assigns. Whenever in this document the context so requires, references to the masculine shall be deemed to include the feminine.

Executed on the day and year first above written.

SUBLESSOR:

(signature)

(print name)

SUBLESSEE:

(signature)

(print name)

CONSENTS

By their signatures below the Landlord and the co-tenants consent to this agreement.

Whitehall Apartments:

By: _____
Managing Agent

Co-tenants(Signatures):

Date: _____
