

COMMERCIAL SUBLEASE AGREEMENT

Premises Address: _____ Sublease Commencement Date: _____

Parties:

Sublessor (Landlord): _____

Address: _____

Sublessee (Tenant): _____

Address: _____

1. Demise of Premises

Sublessor hereby subleases to Sublessee, and Sublessee hereby takes from Sublessor, the Premises described above together with all appurtenances, for the term and rent specified herein, subject to the terms and conditions of this Agreement.

2. Term

The term of this Sublease shall commence on the Sublease Commencement Date and shall continue for the period agreed by the parties unless terminated earlier in accordance with this Agreement.

3. Rent

Sublessee shall pay to Sublessor rent at the rate of AUD _____ per month, payable in advance on the first day of each month during the term to the address specified or as otherwise directed by Sublessor.

4. Security Deposit

Sublessee shall pay a security deposit of AUD _____ upon execution of this Agreement. The deposit shall be held by Sublessor as security for the performance of Sublessee's obligations and may be applied in accordance with applicable law upon termination of the Sublease.

5. Use of Premises

The Premises shall be used by Sublessee solely for commercial purposes permitted under applicable laws and consistent with the use authorized in the Master Lease. Sublessee shall not use the Premises for any unlawful purpose or in any manner that would violate the Master Lease or any applicable laws or regulations.

6. Compliance with Master Lease

This Sublease is subject and subordinate to all terms, conditions, and obligations of the Master Lease (dated _____), and Sublessee agrees to comply with all obligations of the Master Lease applicable to the Premises and Sublessee's use thereof.

7. Maintenance and Repairs

Sublessee shall maintain the Premises in good order and condition, reasonable wear and tear excepted. Sublessee shall promptly notify Sublessor of any damage or need for repairs. Sublessor shall be responsible for repairs required under the Master Lease except those caused by Sublessee's negligence or misuse.

8. Alterations

Sublessee shall not make any structural or material alterations, additions, or improvements to the Premises without prior written consent of Sublessor and, where required, the landlord under the Master Lease. Any approved alterations shall comply with all laws and Master Lease terms.

9. Insurance

Sublessee shall obtain and maintain commercial general liability insurance and any other insurance as required by the Master Lease, naming Sublessor as an additional insured. Certificates of insurance shall be provided upon request.

10. Indemnity

Sublessee shall indemnify, defend, and hold harmless Sublessor from and against all claims, damages, liabilities, and expenses arising from Sublessee's use or occupancy of the Premises or breach of this Agreement, except to the extent caused by Sublessor's negligence or willful misconduct.

11. Assignment and Subletting

Sublessee shall not assign or further sublease the Premises or any part thereof without prior written consent of Sublessor and any required consent under the Master Lease.

12. Default

If Sublessee fails to perform any obligation under this Agreement or the Master Lease and such failure continues for the period allowed under the Master Lease after notice, Sublessor may terminate this Sublease and exercise any rights and remedies available under law or equity.

13. Surrender

Upon expiration or termination of this Sublease, Sublessee shall surrender the Premises to Sublessor in the condition required by the Master Lease, reasonable wear and tear excepted.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory in which the Premises are located. The parties submit to the exclusive jurisdiction of the courts of that State or Territory.

15. Entire Agreement; Amendments

This Agreement contains the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements or understandings. Any amendment or waiver must be in writing signed by both parties.

16. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, registered post, or electronic means, to the addresses specified above or such other address as a party may notify.

17. Counterparts and Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

SUBLESSOR'S SIGNATURE

SUBLESEE'S SIGNATURE

Signature: _____

Signature: _____

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