

**SUBLEASE AGREEMENT**

This is an agreement to sublet real property (hereinafter known as the “Sublease”) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter known as the “Sublessor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter known as the “Sublessee”). Sublessor is the tenant under that certain Lease by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as landlord (“**Landlord**”), and Sublessor, as tenant, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (such lease, as it may be amended from time to time the “**Master Lease**”), for certain space located at 2865 S. Robertson Blvd., Los Angeles, CA (the “**Premises**”).

The Sublessor agrees to sublet, and the Sublessee agrees to take possession of one therapy room, assigned by Sublessor, within the property located at: 2865 S. Robertson Blvd., Los Angeles, CA 90034 (hereinafter known as the “Premesis”), under the following terms and conditions:

1. **Term.** Tenancy of this Sublease shall begin with the Sublessee taking possession on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.
2. **Rent.** The rent under this Sublease shall be paid, bi-weekly, in US Dollars, and be calculated according to the attached Payment Schedule A to this Agreement, for the entire length of this Agreement. The rent shall be pain in the following manner: via PayPal, Square, Venmo, or Cash.
3. **Late Charge.** Sublessee will, as additional rent, pay a late charge of 10% of the amount due for the rental period for which the payment was delinquent, when any installment of rent is not paid within three (3) days of the date it is due and payable.
4. **Utilities.** All utilities shall be the responsibility of the Sublessor, and the Sublessor shall bear all costs associated with such utilities.
5. **Liability.** Sublessee agrees to surrender and deliver to the Sublessor the Premises including all furniture, fixtures, and decorations within the Premises (the “Décor”) in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the Premises and/or the Décor. All actions conducted by any guests or customers of the Sublessee are the sole responsibility and liability of the Sublessee.
6. **Guests/Customers.** There shall be no other person(s) occupying the Premises other than the Sublessee. Guests and Customers of the Sublessee are allowed for periods not lasting more than five hours for business or social purposes, unless otherwise approved in writing (including via email) by the Sublessor. Hours of operation are daily from 9am until 930pm unless otherwise closed for a holiday or an unexpected emergency.
7. **Use of Premises.** Sublessee shall use the Premises solely for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Sublessee shall not use the Premises or permit the Premises to be used in an unlawful manner or in a manner that breach ordinances or regulations now or hereafter in force and applicable to the Premises. Any Person within the Premises shall at all times comply with all property rules and regulations in existence.
8. **Security Deposit.** The Sublessor shall require a Security Deposit in the amount of \_\_\_\_\_\_\_\_\_\_\_ (US Dollars) that will be paid at the beginning of the term. Any damage or repairs needed at the end of the term due to the Sublessee shall be credited against the Security Deposit. Any reason for retaining a portion of the Security Deposit shall be explained in writing when returning the funds to the Sublessee. The funds shall be sent to the Sublessee within 30 days after the Sublease has ended with the Sublessee vacating the Premises along with their possessions.
9. **Move-In Checklist.** At the time of taking possession of the Premises by the Sublessee, the Sublessor and Sublessee shall complete a move-in checklist.
10. **Lead-Based Paint.** The Premises was built before 1978. Sublessor has no knowledge of lead-based paint and /or lead-based paint hazards. Sublessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards. Interior was repainted in 2019.
11. **Master Lease.** This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which is available to the Sublessee upon request and is hereby referred to and incorporated as if it were set out here at length. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor other than payment of rent under the Master Lease for the duration of the Sublease. Sublessor must provide lease payment as delineated in provision 2, provide general liability insurance of $ 1,000,000 with “Obsidian Healing & Wellness Inc” and “2867 S Robertson LLC” as additional insured, and provide valid professional certification.
12. **Disputes.** If a dispute arises during or after the term of this Sublease between the Sublessor and the Sublessee, they shall agree to hold negotiations amongst themselves before any litigation. The prevailing party shall be entitled to recover its attorneys’ fees and costs from the non-prevailing party in the event of a dispute between Sublessor and Sublessee.

Any controversy, claim, or dispute arising out of or related to this Agreement of the interpretation, performance, or breach thereof, including but not limited to alleged violations of state or federal statutory or common law rights or duties (a “Dispute”) shall be resolved according to the procedures set forth in this Section, which shall constitute the sole dispute resolution mechanisms hereunder. In the event that the parties are unable to resolve and Dispute after meeting and attempting in good faith to reach a negotiated resolution, such Dispute(s) shall first be mediated by a retired judge or justice of any California state or federal court. If the parties are unable to agree upon a mediator, either party may apply to the Los Angeles office of JAMS/Endispute, or its success (“JAMS”) for the appointment of a mediator from a panel of retired judges and justices maintained by that organization.

If the parties are unable to resolve one or more Dispute(s) by mediation, then either party may initiate arbitration of each Dispute(s). The arbitration shall be initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the “Arbitration Rules”). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The neutral arbitrator and the members of any Appeal Panel shall be retired judges or justices of any California state or federal court. In all their substantive (as opposed to procedural or discovery-related) rulings, the arbitrator and Appeal Panel shall apply the law specified in the choice of law provision of this Agreement. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County.

1. **Assignment and Subletting.** Sublessee may not assign this Sublease or sublet all or any part of the Premises without having first received prior written consent of the Landlord, which shall not be reasonably withheld.
2. **Default.** If Sublessee fails to fulfill or perform any obligations under this Agreement, Sublessee shall be in default of this Sublease. Sublessee shall receive 5 days’ notice by Sublessor to cure default (i.e. non-payment of rent). In the event Sublessee does not cure a default, Sublessor may cure such default and the cost will be added to Sublease’s financial obligations under this Sublease, or Sublessor may declare Sublease in default of this Agreement, in which case, Sublessor may purse all of its rights and remedies at law and Sublessor may re-enter the premises and re-take possession of the Premises in the event of default~~.~~
3. **Indemnity.** In addition to such indemnities as may be provided for in the Master Lease, Sublessee agrees to indemnify and hold Sublessor and its affiliates, officers, agents, servants, employees, and independent contractors (individually a “Sublessor Party” and collectively, “Sublessor Parties”) harmless against all loss, damage, liability, or expense suffered or claimed against any Sublessor Party, by any person or entity (i) caused by or otherwise arising from, in whole or in part, any breach or default by Sublessee of any covenant or obligation it has hereunder (including but not limited to all covenants or obligations of the tenant under the Master Lease assumed by Sublessee pursuant to the terms of his Sublease), or (ii) caused by or in connection with personal property or anything controlled by Sublessee, or (iii) resulting from any act, failure to act, or negligence of Sublessee or its agents or invitees, or (iv) resulting from any nuisance suffered on the Premises, except for damage or injury to third parties or property resulting from the proven gross negligence of Sublessor, Landlord or their respective employees, agents, representatives, successor or assigns. Sublessee further agrees to indemnify Sublessor and hold Sublessor harmless from all losses, damages, liabilities, and expenses which Sublessor may incur, or for which Sublessor may be liable to Landlord, arising from the acts or omissions of Sublessee which are or are alleged to be defaults of Sublessor under the Master Lease or are the subject matter of any indemnity or hold harmless Sublessor, as tenant, to Landlord under the Master Lease. The obligations of Sublessee to indemnify Sublessor and/or the Sublessor Parties and/or hold the Sublessor and/or the Sublessor Parties harmless in this Section 15 and elsewhere herein shall survive the expiration or other termination of this Sublease.

Sublessee agrees to secure, maintain, and pay the premiums for the following insurance coverages while Sublessee renders services at the Premises:

Comprehensive or Commercial General Liability insurance (and/or Excess Umbrella Liability) written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. Said policy must be written on the 11/85 ISO Policy form or broader, and shall include coverage parts for Contractual Liability, Owner’s and Contractor’s Protective, Products/Completed Operations, Broad Form Property Damage, Third Party Property damage, and shall be primary, not contributing coverage.

1. **Amendment of Agreement.**  Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by both parties.
2. **Termination.** Either party may terminate this Agreement at any point in time by giving the other party at least 5 days’ notice, in writing, as to the effective date of termination. Under no circumstances shall there be holdover by the Sublessee.
3. **Written Agreement.** This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties (ANY ORAL REPRESENATION MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).
4. **Language.** The words “Sublessor” and “Sublessee” as used herein include the plural as well as the singular; the language in this Sublease intends no regard for gender.
5. **Smoking Policy.** Smoking on the Premises is not allowed in the Premises, however, in common areas outside of the Premises, 100 feet away is allowable.
6. **Counterparts.** This Sublease may be executed in one or more counterparts, each of which shall constitute one and the same instrument.
7. **Landlord’s Consent.** The original lease between the Landlord and Sublessor does allow subletting.
8. **Governing Law.** This Sublease shall be bound to the laws in the State of California.
9. **Waivers;** **Amendments.** No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a wavier thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein shall be cumulative and note exclusive of any rights or remedies provided by law. Any provision of this Sublease may be waived if, but only if, such waiver is in writing and is signed by the party against whom the enforcement of such waiver is sought. No waiver of any provision of this Sublease, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such provision. This Sublease may not be amended, modified, or supplemented other than by a written instrument signed by each party hereto.
10. **Entire Agreement.** This Sublease constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.
11. **Severability.** Any term or provision of this Sublease which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provision of this Sublease or affecting the validity or enforceability of any of the terms or provision of this Sublease in any other jurisdictions, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, this Sublease shall be deemed to have been executed and delivered as of the date first set forth above.

**Sublessor’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Print** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sublessee’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Print** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_