

COMMERCIAL SUBLEASE AGREEMENT

THIS SUBLEASE dated this _____ day of _____, _____

BETWEEN:

Palmdale Theater Repertory Group
(the "Sub-Landlord")

OF THE FIRST PART

- AND -

(the "Subtenant")

OF THE SECOND PART

Background

- A. This is an agreement (the "Sublease") to sublet real property according to the terms specified below.
- B. The master lease (the "Master Lease") is dated September 14, 2023 and is between Mandel Enterprises LLC (the "Landlord") and the Sub-Landlord with respect to the following lands and any improvements on those lands (the "Premises"): 2010 E Ave Q, Suite C, Palmdale, CA 93550, USA.
- C. The Subtenant is willing to undertake certain obligations of the Master Lease.

IN CONSIDERATION OF the Sub-landlord subletting and the Subtenant renting the Subleased Premises, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

Subleased Premises

- 1. The Sub-Landlord leases to the Subtenant the portion of the Premises (the "Subleased Premises") described as follows: Suite C only with restroom in the Suite.

The total area of the Subleased Premises is 1,200.00 square feet.

Term

2. The term (the "Term") of this Sublease commences at _____(Time) on _____(Date) and ends at _____(Time) on _____(Date).
3. The provisions of this Sublease are subject to the terms and restrictions of the Master Lease.

Rent

4. Subject to the provisions of this Sublease, the rent for the Subleased Premises is \$ _____ (the "Rent") per hour.
5. The Subtenant will pay the agreed hourly Rent rate to the Sub-landlord via digital transfer of payment, check, cash or otherwise agreed upon by the Sub-Landlord and Sub-tenant on or before the date of the agreed upon time and date that the first day of the rental is to take place. If payment of the agreed hourly rate for "Suite C" is not made on or before the first day of the rental. Sub-Landlord can reserve the right to cancel this temporary sub-lease rental agreement.

Use of Subleased Premises

6. Except as otherwise provided in this Sublease, the Subtenant, their guests, the agents and employees of the Subtenant will only use the Subleased Premises for a purpose consistent with the permitted use allowed in the Master Lease. Further, the Subtenant agrees to comply with all other applicable provisions of the Master Lease, and will not do anything that would constitute a violation of any part or condition of the Master Lease.

Utilities

7. All payments for utilities and other similar charges for the Subleased Premises are included in the hourly Rent rate.

Maintenance and Repairs

8. The Subtenant agrees to surrender and deliver to the Sub-landlord the Subleased Premises and all furniture and decorations within the Subleased 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 Sub-Landlord and the Landlord for any damages occurring to the Subleased Premises or the contents of the Subleased Premises or to the building which are done by the Subtenant or the Subtenant's guests.
9. The Subtenant will immediately report all general maintenance issues and needed repairs to the Tenant and/or the Landlord.

Alterations and Improvements

10. The Subtenant may not make any alterations or improvements to the Subleased Premises.

Taxes

11. The Subtenant will not need to pay any privilege, excise and other taxes duly assessed against the business of the Subtenant, the Subleased Premises and any personal property on or about the Subleased Premises. The Subtenant will avoid the assessment of any late fees or penalties.

Event of Default

12. The Subtenant will default under this Sublease if any one or more of the following events (the "Event of Default") occurs:

- a. The Subtenant fails to pay the Rent to the Sub-Landlord or any amount of it when due or within any grace period, if any.
- b. The Subtenant fails to perform any of its obligations under this Sublease or any applicable obligation under the Master Lease.
- c. The Subtenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Subtenant.
- d. The Subtenant abandons the Subleased Premises or any part of the Subleased Premises.
- e. The Subtenant uses the Subleased Premises for any unpermitted or illegal purposes.
- f. The Subtenant fails to commence, diligently pursue, and complete the Subtenant's work to be performed pursuant to this Sublease pertaining to the Subleased Premises.
- g. The Subleased Premises, or any part of the Subleased Premises is completely or partially damaged by fire or other casualty that is due to the Subtenant's negligence, willful act, or that of the Subtenant's employee, family, agent, or guest.

- h. Any other event of default provided in the Master Lease or the Act.

Remedies

- 13. Upon the occurrence of any Event of Default, the Sub-Landlord has any or all of the following remedies:
 - a. Terminate the Sublease upon the greater of any notice required in the Master Lease or the Act and the Term will then immediately become forfeited and void.
 - b. The Sub-Landlord may, but is not obligated to, perform on behalf of the Subtenant, any obligation of this Sublease or the Master Lease which the Subtenant has failed to perform. The Sub-Landlord may seek redress from the Subtenant for such performance.
 - c. The Sub-landlord may reenter the Subleased Premises or any part of the Subleased Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Subleased Premises.
 - d. Any other remedy provided in the Master Lease or the Act.
- 14. No reference to or exercise of any specific right or remedy by the Sub-Landlord will prejudice or preclude the Sub-Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Sublease or the Master Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Sub-Landlord may from time to time exercise any one or more of such remedies independently or in combination.
- 15. Upon the expiration, termination or cancellation of the Master Lease or this Sublease, all obligations of the parties under this Sublease will be extinguished.
- 16. Any improvements remaining on the Subleased Premises upon termination will revert to the Sub-Landlord and will be free of any encumbrance at the time of such reversion.

Surrender of Premises

- 17. At the expiration of the Term of this Sublease, the Subtenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Governing Law

18. It is the intention of the parties to this Sublease that the tenancy created by this Sublease and the performance under this Sublease, and all suits and special proceedings under this Sublease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

19. If there is a conflict between any provision of this Sublease and the applicable legislation of California (the "Act"), the Act will prevail and such provisions of the Sublease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease.

20. In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Assignment and Subletting

21. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Sub-landlord and the Landlord.

Notices

22. Unless otherwise specifically provided in this Sublease, all notices from the Subtenant to the Sub-Landlord will be served or sent to the Sub-Landlord at the following address:
2010 E Ave Q, Palmdale, CA 93550, USA.

23. Unless otherwise specifically provided in this Sublease, all notices from the Sub-Landlord to the Subtenant will be served or sent to the Subtenant at the following address:

24. All notices to be given under this Sublease will be in writing and will be served personally or sent by certified or registered mail using the United States Postal Service.

Master Lease

25. Except as otherwise expressly provided in this Sublease, the Subtenant will perform all applicable duties and obligations of the Sub-Landlord under the Master Lease from October 23, 2024 until the end of the Term of this Sublease.
26. Except as otherwise expressly provided in this Sublease, the Sub-Landlord will have, as to the Subtenant, all applicable rights and remedies that the Landlord has with respect to the Sub-Landlord in the Master Lease.
27. This Sublease contains all of the conditions and terms made between the parties to this Sublease, and may not be modified orally or in any other manner other than by agreement in writing signed by all parties to this Sublease or their respective successors in interest.
28. This Sublease incorporates and is subject to the Master Lease, a copy of which has been or will be later provided to the Subtenant, and which is incorporated as if it were set out in this Sublease.

General Provisions

29. In the event of any legal action concerning this Sublease, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court and such judgment will be entered.
30. The Sub-Landlord may enter the Subleased Premises upon 24 hours notice for any of the following reasons:
 - a. to inspect the Subleased Premises;
 - b. to maintain the Subleased Premises; or
 - c. to make repairs that the Sub-Landlord is obligated to perform.
31. This Sublease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Sublease. All covenants are to be construed as conditions of this Sublease.
32. All sums payable by the Subtenant to the Sub-Landlord under any provision of this Sublease will be deemed to be additional rent and will be recovered by the Sub-Landlord as rental arrears.

33. Where there is more than one Subtenant executing this Sublease, all Subtenants are jointly and severally liable for each other's acts, omissions and liabilities under this Sublease.
34. The Subtenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Subtenant's financial institution.
35. All schedules to this Sublease are incorporated into and form an integral part of this Sublease.
36. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Sublease. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Sub-Landlord" and "Subtenant" as used in this Sublease include the plural as well as the singular; no regard for gender is intended by the language in this Sublease.
37. This Sublease may be executed in counterparts.
38. Time is of the essence in this Sublease.
39. The Sub-Landlord and the Subtenant have no interest or other rights of ownership in each other. The parties to this Sublease are not agents for each other. Under no circumstances will this Sublease be construed as creating a partnership or joint venture between the parties to this Sublease.
40. Each signatory to this Sublease acknowledges receipt of an executed copy of this Sublease.
41. This Sublease will not be valid and binding on the Sub-Landlord and Subtenant unless and until it has been completely executed by and delivered to both parties and the Landlord has consented to this Sublease.

IN WITNESS WHEREOF the Sub-Landlord and the Subtenant have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Print Name: Subtenant

Palmdale Theater Repertory Group
Representative

Signature: Subtenant

Palmdale Theater Repertory Group
Representative Signature:

Palmdale Repertory Theater Group Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on
Date: _____ by and between **Palmdale Repertory Theater Group**, of **2010 East Avenue Q, Suite C, Palmdale, CA 93550**, and

Name: _____, of

Address: _____. Both are sometimes individually referred to as "Party" and collectively referred to as the "Parties." WHEREAS, Palmdale Theater Repertory Group, desires to hold harmless from any claims and/or litigation arising out of

Name: _____'s actions in connection with **the rented occupation of time for any and all types of use in 2010 East Avenue Q, Suite C, Palmdale CA 93550**. NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, both hereby agree as follows:

TERMS:

1. Hold Harmless

Name: _____ shall fully defend, indemnify, and hold harmless **Palmdale Repertory Theater Group**, from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual, group, or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Name: _____, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to **Palmdale Repertory Theater Group**, for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement.

Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service is voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs.

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement.

This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under California state law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under California state law.

8. Applicable Law.

This Agreement shall be governed exclusively by the laws of California, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction.

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of California. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures.

This Agreement shall be signed on behalf of **Palmdale Repertory Theater Group.** by **Representative:** _____, and on behalf of **Company Name (If Applicable):** _____ by **Name:** _____, and effective as of the date first written above.

Signature: _____ Date: _____
Print Name: _____

Signature: _____ Date: _____
Print Name: _____