



RESIDENTIAL SUBLEASE AGREEMENT FOR NEW JERSEY

This RESIDENTIAL SUBLEASE AGREEMENT (the "**Agreement**") is made and entered into on January 22nd, 2020 (Date) by and between BeaconFire Solution (hereinafter "**Tenant**") and _____ (hereinafter "**Subtenant**") (Tenant and Subtenant are each a "**Party**" to this Agreement and are collectively the "**Parties**").

WITNESSETH:

WHEREAS, Tenant is currently leasing certain real property located at 75 Tennyson Rd, East Windsor, New Jersey_08520 (subject to change) (the "**Premises**") under the terms of a lease agreement (the "**Lease**") between Tenant and Landlord executed on 7/16/2018;

WHEREAS, Subtenant desires to lease the Premises from Tenant upon the terms and conditions as contained herein;

WHEREAS, Tenant desires to lease the Premises to Subtenant upon the terms and conditions as contained herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Subtenant do hereby agree as follows:

1. **TERM.** The term of this Agreement begins on **February 3rd, 2020** and continues until 30 days after Subtenant gets a job offer from Tenants client company (on _____).
2. **RENT.** Subtenant agrees to pay rent in the amount of \$600.00 due on or before the **3rd** day of each month (except for the first month). All such payments must be made as set forth below on or before the due date and without notice, demand, setoff, or abatement. Subtenant acknowledges that any payments lost in the mail will be treated as if unpaid until received. **Rent not paid by the 3rd of the month will be assessed a \$ 50 late fee.** This fee shall be considered added rent.

PAY RENT TO: BeaconFire Solution Inc. (**info@beaconfiresolution.com**)

3. ACCEPTED PAYMENT METHODS

a. Zelle Pay b. Venmo transfer c. Check

4. **SECURITY DEPOSIT.** Subtenant is not paying a security deposit in connection with this Agreement.

5. **RENTER S INSURANCE.** Subtenant's personal property is not insured by Tenant and Subtenant must obtain renter's insurance in order to have coverage for Subtenant's personal property in the event of theft or damage.

6. **LANDLORD'S CONSENT TO SUBLET.** In the event that the Lease requires Tenant to obtain Landlord's written consent to sublet the Premises, Tenant verifies that Tenant has received Landlord's written consent to sublet to Subtenant.

Initials: _____



- 7. INCORPORATION OF LEASE.** The Lease is hereby incorporated into this Agreement in its entirety. This Agreement is subject to and subordinate to the Lease in all respects, with the provisions of the Lease controlling in the event of conflict. Except as otherwise noted herein, all of Tenant's rights and Landlord's obligations under the Lease pass to the benefit of Subtenant; furthermore, where applicable, Subtenant must perform all of Tenant's obligations and be subject to all of Landlord's rights thereunder.
- 8. ASSUMPTION OF LIABILITY AND LEASE ASSIGNMENT.** Tenant hereby assigns, and Subtenant hereby assumes, all Tenant's interest, rights, obligations, and liabilities under the Lease, without recourse; however, this assignment relieves Tenant of obligations under the Lease ONLY to the extent that Landlord releases Tenant therefrom by signing an agreement to that effect. Therefore, Tenant remains liable and must continue to perform Tenant's obligations under the Lease to the extent Landlord does not release Tenant from the Lease.
- 9. CONDITION OF PREMISES.** Subtenant stipulates, represents, and warrants that Subtenant has examined the Premises and any Furnishings and that the Premises and any Furnishings provided are at the time of this Agreement in good order and repair as well as in a safe, clean, and tenantable condition. Subtenant will give Tenant written notice, including photographic and/or video evidence, within five business days after the beginning of the agreement of any portion of the Premises or Furnishings found to not be in such good condition. Tenant reserves the option of incorporating a Move-In/Move-Out Inspection Checklist within this timeframe to serve as evidence of the condition of the Premises at move-in and move-out.
- 10. KEYS.** If Subtenant loses keys or is locked out and re-keying the locks becomes necessary, Subtenant is responsible for covering the costs of replacement keys or re-keying the locks unless Landlord agrees otherwise.
- 11. PETS.** No dogs, cats or other pets shall be permitted on the Property without the prior written consent of the Tenant and Landlord, which the Landlord may withhold in the Landlord's sole and absolute discretion. If Subtenant(s) violate the agreement and allow a pet to the premises they will be responsible for a \$500 fine and any additional costs to remove the animal, clean and deodorize the premises.
- 12. PARKING.** Parking is available on the premises, Subtenant may park their licensed vehicles in the parking spaces.
- 13. FEES AND DEPOSITS.** Unless otherwise stated herein, Tenant is responsible for paying any fees and deposits according to the Lease, including water, electricity, gas, Wi-Fi, lawn care and snow removal.
- 14. FURNISHINGS.** Subtenant is receiving certain property owned by either Tenant or Landlord, including fixtures, appliances, furniture, and/or personal property (collectively referred to as "**Furnishings**"), for Subtenant's use during this Agreement. At the expiration of this Agreement, all Furnishings must be returned to their respective owners in the same condition in which they were provided to Subtenant, reasonable wear and tear excepted. The Furnishings provided are as follows:

 - a.** Single beds, tables and chairs, etc.
- 15. TERMINATION OF LEASE.** Subtenant does not have the right to terminate the Lease before its expiration, and nothing in this Agreement may be construed so as to deprive Tenant of any right Tenant may have to terminate the Lease before its expiration. Furthermore, Tenant may take any legal action necessary to prevent

Initials: _____



default under the Lease. Upon termination of the Lease, this Agreement will terminate simultaneously, and Tenant will refund to Subtenant the prorated portion of any unearned rent paid by Subtenant.

- 16. ASSIGNMENT AND SUBLETTING.** Subtenant must not assign this Agreement, or sublet, or grant any license to use the Premises or any part thereof without the prior written consent of Landlord, and, in the event that Tenant is not released from Tenant's obligations in the Lease, Subtenant must also have the prior written consent of Tenant to perform any of these actions. Consent by Landlord to one such assignment, subletting, or license will not be deemed to be consent to any subsequent assignment, subletting, or license.
- 17. SURRENDER OF PREMISES.** Upon the termination or expiration of the Agreement, Subtenant will surrender the Premises and any Furnishings in as good a state and condition as they were at the commencement of this Agreement, reasonable use and normal wear and tear excepted.
- 18. QUIET ENJOYMENT.** Subtenant, upon payment of all of the sums referred to herein as being payable by Subtenant, Subtenant's performance of all Subtenant's obligations contained herein and in the Lease, and Subtenant's observance of all rules and regulations, will peacefully and quietly have, hold, and enjoy said Premises and Furnishings while this Agreement is in effect.
- 19. INDEMNIFICATION.** Tenant is not liable, and Subtenant hereby waives all claims against Tenant, for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Tenant or its agents, employees, or contractors. Subtenant will protect, indemnify, and hold Tenant entities harmless from and against any and all loss, claims, liability, or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on, or about the Premises to the extent that such injury or damage is caused by or arises from any actual or alleged act, neglect, fault, or omission by or of Subtenant, its agents, servants, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by Subtenant in or about the Premises or from transactions of Subtenant concerning the Premises or Furnishings; (c) Subtenant's failure to comply with any and all governmental laws, ordinances, and regulations applicable to the condition or use of the Premises or Furnishings or its occupancy; or (d) any breach or default on the part of Subtenant in the performance of any covenant or agreement on the part of Subtenant to be performed pursuant to this Agreement. The provisions of this paragraph will survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.
- 20. REIMBURSEMENT.** If Subtenant fails or refuses to comply with any of the terms and conditions of this Agreement, Tenant may carry out and perform such conditions at the cost and expense of Subtenant, which amounts will be payable on demand to Tenant. This remedy is in addition to such other remedies as Tenant may have by reason of the breach by Subtenant of any of the terms and conditions of this Agreement.
- 21. NON-DELIVERY OF POSSESSION.** In the event Tenant cannot deliver possession of the Premises to Subtenant upon the commencement of the rental term, through no fault of Tenant or its agents, then Tenant or its agents will have no liability, and Subtenant's rights will be governed according to Tenant's rights under the Lease, with rental payments abating only to the extent provided thereunder or otherwise according to state law.
- 22. DEFAULT.** If Tenant determines that Subtenant is in default of this Agreement, Tenant may choose to provide

Initials: _____



Subtenant with the appropriate written eviction notice as specified under state law and under which Subtenant may have a limited number of days to cure the default unless otherwise excepted.

23. ATTORNEY'S FEES; WAIVER OF JURY TRIALS. In the event any dispute arises between Tenant and Subtenant concerning this Agreement that results in litigation, the losing Party will pay the prevailing Party's reasonable attorney's fees and court costs, which will be determined by the court and made a part of any judgment.

It is acknowledged between the Parties that jury trials significantly increase the costs of any litigation between the Parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all Parties waive their rights to have any matter settled by jury trial.

24. GENERAL TERMS

- a. ENTIRE AGREEMENT.** Subtenant expressly acknowledges and agrees that Tenant has not made and is not making, and Subtenant in executing and delivering this Agreement is not relying upon, any warranties, representations, promises, or statements, except to the extent that they are expressly set forth in this Agreement. It is agreed that all understandings and agreements of the Parties are merged into this Agreement, which alone fully and completely expresses their agreements.
- b. SURVIVAL OF SUBTENANT'S OBLIGATIONS.** All of Subtenant's obligations and covenants arising by or during the term of this Agreement and that are not fulfilled at the termination of this Agreement will survive the termination of this Agreement.
- c. MODIFICATION.** The Parties hereby agree that this document contains the entire agreement between the Parties and this Agreement may not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto.
- d. SEVERABILITY.** If any provision of this Agreement or the application thereof is held, for any reason and to any extent, invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law.
- e. CUMULATIVE RIGHTS.** Subtenant and Tenant's rights under this Agreement are cumulative, and will not be construed as exclusive of each other unless otherwise required by law.
- f. JOINT AND SEVERAL LIABILITIES.** If more than one Subtenant signs this Agreement, then the liability of such Subtenants will be joint and several. The language "joint and several" means that if more than one person has signed this Agreement, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this Agreement, except where expressly otherwise agreed between the Parties. For example, one Subtenant signing the Agreement may be liable for any or all damages to the Premises or Furnishings, even if caused by another Subtenant signing the Agreement, and, for example, each Subtenant signing the Agreement is individually liable for the total amount of rent due, even though other Subtenants have also signed the Agreement.

Initials: _____



g. BINDING EFFECT. The covenants, obligations, and conditions herein contained will be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

h. GOVERNING LAW. This Agreement will be governed, construed, and interpreted by, through, and under the laws of the state so specified in the Lease.

i. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Parties.

j. CONSTRUCTION. The pronouns used herein include, where appropriate, either gender or both, singular and plural. The terms "Subtenant" and "Tenant" include the singular as well as the plural.

k. NON-WAIVER. No indulgence, waiver, election, or non-election by Tenant under this Agreement will affect Subtenant's duties and liabilities hereunder.

l. TIME OF ESSENCE. Time is of the essence for this Agreement.

m. FORCE MAJEURE. Performance of any obligation under this Agreement by any Party will be excused for the duration of any event or circumstance causing a delay in performance through no fault of the obliged Party, including, without limitation, war, reasonably unforeseen supply shortages, changes in law or regulation, strikes, riots, lock-outs, labor troubles, power outages caused by weather or third parties, and natural events, such as blizzards, torrential raining, or tornadoes.

n. COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent will be considered valid representations of that Party's signature.

25. READ THIS ENTIRE AGREEMENT. Subtenant acknowledges that Subtenant has read this entire Agreement, agrees to comply, and has received a copy thereof, including any attached schedules, exhibits, or addendums.

TENANT

Print: BeaconFire Solution

Signature: _____ Date: _____

SUBTENANT

Signature: _____ Date: _____

Print Name: _____

Initials: _____