

## SUBLEASE AGREEMENT

1. **Parties.** This Sublease, dated, for reference purposes only, November 13, 2019 is made by and between Pranav Menon (herein called "Sublessor") and Arpit Joshi (herein called "Sublessee").

2. **Premises.** Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of Prince George's County, State of Maryland, commonly known as 4806 Tecumseh Street, College Park, MD 20740. Said real property, including the land and all improvements thereon, is hereinafter called the "Premises".

### 3. Term.

3.1 **Term.** The term of this Sublease shall be for five months, twenty-two days, beginning, January 3, 2020 and ending on July 31, 2020 unless sooner terminated pursuant to any provision hereof.

3.2 **Delay in Commencement.** Notwithstanding said commencement date, if for any reason Sublessor cannot deliver possession of the Premises to Sublessee on said date. Sublessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Sublessee hereunder or extend the term hereof, but in such case Sublessee shall not be obligated to pay rent until possession of the Premises is tendered to Sublessee; provided, however, that if Sublessor shall not have delivered possession of the Premises within ten (10) days from said commencement date, Sublessee may, at Sublessee's option, by notice in writing to Sublessor within ten (10) days thereafter, cancel this Sublease, in which event the parties shall be discharged from all obligations thereunder. If Sublessee occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date and Sublessee shall pay rent for such period at the initial monthly rates set forth below.

4. **Rent.** Sublessee shall pay to Landlord Omar Nason, 6502 McCahill Drive, Laurel, MD 20707 Six Hundred and Fifty Dollars (**\$650.00**). Rent for any period during the term hereof which is for less than one month shall be a pro rated portion of the monthly installment. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

5. **Security Deposit.** Sublessee shall deposit with Sublessor upon execution hereof Six Hundred and Fifty Dollars (**\$650.00**) as security for Sublessee's faithful performance of Sublessee's obligations hereunder. If Sublessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Sublease, Sublessor, may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Sublessor may become

obligated by reason of Sublessee's default, or to compensate Sublessor for any loss or damage which Sublessor may suffer thereby. If Sublessor so uses or applies all or any portion of said deposit, Sublessee shall within ten (10) days after written demand therefore deposit cash with Sublessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Sublessee's failure to do so shall be a material breach of this Sublease. Sublessor shall not be required to keep said deposit separate from its general accounts. If Sublessee performs all of Sublessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Sublessor, shall be returned, without payment of interest or other increment for its use to Sublessee (or at Sublessor's option, to the last assignee, if any, of Sublessee's interest hereunder) at the expiration of the term hereof, and after Sublessee has vacated the Premises. No trust relationship is created herein between Sublessor and Sublessee with respect to said Security Deposit.

## **6. Use.**

6.1 Use. The Premises shall be used and occupied only for residential purposes and for no other purpose.

6.2 Compliance with Law. Sublessee shall, at Sublessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, Orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Sublessee of the Premises. Sublessee shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant of the building containing the Premises, which shall tend to disturb such other tenants.

6.3 Condition of Premises. Sublessee hereby accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Premises, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Sublessee acknowledges that neither Sublessor nor Sublessor's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Sublessee's business.

**Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **7. Master Lease.**

7.1 The sublease agreement incorporates and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which is attached hereto, and which 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 under the original lease for the duration of the sublease agreement.

7.2 This Sublease is and shall be at all times subject and subordinate to the Master Lease.

7.3 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

7.4 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Landlord, each and every obligation of Sublessor under the Master Lease.

7.5 The obligations that Sublessee has assumed under paragraph 7.4 hereof are hereinafter referred to as the "Sublessee's Assumed Obligations."

7.6 Sublessee shall hold Sublessor free and harmless of and from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

7.7 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of the Sublessor.

7.8 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any party to the Master Lease.

## **8. Assignment of Sublease and Default.**

8.1 Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease and all rentals and income arising therefrom, subject however to terms of Paragraph 8.2 hereof.

8.2 No changes or modifications shall be made to this Sublease without the consent of Landlord.

## **9. Consent of Landlord.**

9.1 This Sublease shall not be effective unless, within 10 days of the date hereof, Landlord signs this Sublease thereby giving its consent to this Subletting.

9.2 In the event that Landlord Master Lessor does give such consent then:

(a) Such consent will not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(b) The acceptance of rent by Landlord from Sublessee or any one else liable under the Master Lease shall not be deemed a waiver by Landlord of any provisions of the Master Lease.

(c) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(d) In the event of any default of Sublessor under the Master Lease, Landlord may proceed directly against Sublessor or any one else liable under the Master Lease or this Sublease without first exhausting Landlord's remedies against any other person of, entity liable thereon to Landlord.

(e) Landlord may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor nor any one else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event that Sublessor shall default in its obligations under the Master Lease, then Landlord, at its option and without being obligated to do so, may require Sublessee to attorn to Landlord in which event Landlord shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Landlord shall not be liable for any prepaid rents nor any security deposit paid by Sublessee. Nor shall Landlord be liable for any other defaults of the Sublessor under the Sublease.

9.4 The signatures of the Landlord and Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

9.5 Landlord acknowledges that, to the best of Landlord's knowledge, no default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

9.6 In the event that Sublessor defaults under its obligations to be performed under the Master Lease by Sublessor, Landlord agrees to deliver to Sublessee a copy of any such notice of default.

9.7 Each party signing this sublease acknowledges receipt of a copy thereof.

10. **Attorney's fees.** In the event that Landlord party takes any action to enforce any of the terms of this Sublease, Landlord shall be entitled to his reasonable attorney's fees.

**As to Landlord, this 13<sup>th</sup> day of November, 2019.**

LANDLORD OR LEASING AGENT OF LANDLORD:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**As to Sublessor, this 13<sup>th</sup> day of November, 2019**

SUBLESSOR: **Pranav Menon**

Sign: \_\_\_\_\_ 

Print: \_\_\_\_\_ Pranav Menon Date: 11/13/2019

**As to Sublessee, this 13<sup>th</sup> day of November, 2019**

SUBLESSEE: **Arpit Joshi**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_