



**RESIDENTIAL SUBLEASE AGREEMENT**

This Residential Sublease Agreement (“Sublease”) is made and entered into by and between **RPH, LLC**, an Arkansas limited liability company (“Landlord”), the undersigned individual(s) reflected as the Tenant(s) on the signature page hereto (each referred to as a "Tenant") and the undersigned individual(s) reflected as the Subtenant(s) on the signature page hereto (each referred to as a "Subtenant").

**W-I-T-N-E-S-S-E-T-H:**

WHEREAS, the Tenant has leased from Landlord certain residential premises located at the following mailing address:

\_\_\_\_\_ **[Insert Address of Premises]**  
\_\_\_\_\_

(the "Premises") pursuant to a certain Residential Lease Agreement entered into by and between Landlord and Tenant, a copy of which is attached hereto and hereby incorporated by reference, (the "Lease"); and

WHEREAS, Subtenant desires to sublease the Premises from Tenant, and Tenant desires to sublease the Premises to Subtenant.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby expressly agreed by and between the parties as follows:

1. Sublease of Premises. The Tenant hereby subleases the Premises to the Subtenant and the Subtenant hereby subleases the Premises from the Tenant. The Landlord hereby grants its consent to Tenant’s sublease of the Premises to Subtenant, subject to the terms and conditions of this Sublease. Upon the Commencement Date set forth below, Tenant shall deliver possession of the Premises to Subtenant and Subtenant shall accept the condition of the Premises “as is”. Subtenant acknowledges and agrees that he or she has been provided full access and ample opportunity to inspect the Premises and its existing systems and is not relying upon any warranty or representation of the Tenant or the Landlord (or its agents) regarding the condition, adequacy, habitability, or suitability of the same.

2. Term. The term of this Sublease shall be as follows:

**Commencement Date of Sublease:** \_\_\_\_\_  
**Ending Date of Sublease:** \_\_\_\_\_

3. Subject to Lease. During the term of this Sublease, the Subtenant agrees to be bound by the terms of the Lease as applicable to the Tenant, and agrees to assume and perform all

of the Tenant's obligations under the Lease; provided, the terms of the Lease as applicable to Subtenant shall survive the expiration or earlier termination of the Lease or this Sublease with respect to any claims or liability of Subtenant arising in connection with any event occurring prior to such expiration or termination or any holdover by Subtenant. In addition, Subtenant agrees to be bound by the terms of any "Rules and Regulations Addendum" or "Pet Addendum" signed by Tenant and pertaining to the Premises. Without limiting the foregoing, the Subtenant shall pay directly to the Landlord all rents and other amounts payable by Subtenant under the Lease, without abatement, deduction or setoff.

4. Assignment and Subletting. The Subtenant shall not assign this sublease or any interest therein nor let or underlet the Premises or any part thereof for any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person without the written consent of the Landlord first had and obtained.

5. No Effect on Liability. Tenant hereby acknowledges and agrees that the terms of this Sublease shall not affect or modify the liability or obligations of Tenant under the Lease, and further, shall not affect or modify the liability or obligations of any guarantor of Tenant's obligations under the Lease. Tenant shall remain liable to Landlord for damages to the Premises caused by Subtenant and Subtenant's guests or invitees. In the event of a default or breach of the terms of the Lease or this Sublease by Subtenant, the Landlord may, at the Landlord's option, proceed to enforce the terms of the Lease and this Sublease directly against the Tenant without first proceeding against the Subtenant or any other person or entity liable for payment or performance under the Lease. Without limiting the foregoing, in the event of a breach or default of the terms of the Lease or this Sublease by Tenant, Landlord may within its discretion, from time to time, without prejudice to any other remedy, use the security deposit provided to Landlord by Tenant to the extent necessary to make good any arrears of rent and/or any damage, injury, expense or liability caused to Landlord by Subtenant or Subtenant's guests or invitees. Except as expressly provided herein, the terms of this Sublease shall not be construed as a modification or waiver of any terms of the Lease or Tenant's obligations thereunder.

6. Termination. If the Lease is terminated by the Landlord pursuant to the terms of the Lease, this Sublease shall terminate simultaneously. Upon the termination of this Sublease, whether due to the end of the term of this Sublease or otherwise, Subtenant shall immediately deliver the Premises to: (1) Tenant, if the term of the Lease has not been terminated or otherwise expired; or (2) Landlord, if the term of the Lease has been terminated or otherwise expired. Upon termination of this Sublease, Subtenant shall deliver the Premises in a vacant and clean condition as it existed on the Commencement Date set forth above, having made any repairs or maintenance required of the Subtenant under the Lease, ordinary wear and tear excepted.

7. Hold Harmless; Indemnification: Landlord shall not be liable to Subtenant, and Subtenant waives all claims against Landlord, for any injury or damage to any person or property in or about the Premises or adjacent lands, by or from any cause whatsoever, except for claims against Landlord to the extent that a final judgment of a court of competent jurisdiction establishes that the injury or damage was solely caused by Landlord's gross negligence or willful misconduct. Without limiting or being limited by any other indemnity in this Sublease, but rather in confirmation and furtherance thereof, Subtenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs,

reasonable attorney's fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the Premises arising from Subtenant's occupancy of the Premises, or from any activity, work, or thing done, permitted or suffered by Subtenant in or about the Premises, or from 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 the terms of this Sublease, or due to any other negligent act or omission or willful misconduct of Subtenant or any of its agents, contractors, guests or invitees, provided that the terms of the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Landlord. Notwithstanding anything herein to the contrary, the provisions of this paragraph shall survive the expiration or earlier termination of this Sublease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

8. Binding Effect. This Sublease shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives or heirs of the respective parties.

9. Counterpart Signatures. This Sublease may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument. The parties consent to use of facsimile, electronic and/or digital signatures in the execution of this Sublease and the same shall be binding upon the parties as if they were an original signature. Facsimile, electronic and digital copies of the Sublease, including properly executed "PDF" versions of the Sublease, shall be regarded as an original instrument by the parties.

10. Entire Agreement. This Sublease constitutes the full and complete understanding and entire agreement of the parties and supersedes any and all other agreements, oral or written, with respect to the subject matter contained herein.

11. Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to contracts made and performed in the State of Arkansas without giving effect to the principles of conflict of laws of the State of Arkansas.

12. Modification. No provision of this Sublease may be modified, amended or waived except by the execution of a written agreement signed by each party hereto.

**[END OF RESIDENTIAL SUBLEASE AGREEMENT – SIGNATURE PAGE TO FOLLOW.]**

**[SIGNATURE PAGE OF RESIDENTIAL SUBLEASE AGREEMENT.]**

IN WITNESS WHEREOF, this Residential Sublease Agreement has been executed the parties hereto as evidenced by the signatures below.

**LANDLORD:**

RPH, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**TENANT(S):**

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SUBTENANT(S):**

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Dated: \_\_\_\_\_

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Printed: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Dated: \_\_\_\_\_

Email Address for Notice to Subtenants: \_\_\_\_\_