

Foxglove, Inc.

A Florida Cooperative
1801 South Surf Road, Hollywood, Florida 33019

PRELIMINARY REQUEST TO SUBLEASE

I/we (print name(s)) _____/_____ request
permission from the Board of Directors to begin the process to sublease Unit# ____ of the
Foxglove, Inc. located at 1801 South Surf Road, Hollywood, Florida under the terms and
conditions established in the current Bylaws for the period beginning on
_____, 20____ and ending on _____, 20_____.

I/we acknowledge that I/we, and the proposed sublessee, have read, understand, and will abide
by all terms of the Bylaws, Proprietary Lease, and House Rules as they relate to subleasing and
occupancy.

Proposed sublessee information:

Sublessee name(s)

Name(s) of all intended occupants:

Sublessee address:

Signed _____ Submitted: _____,
20____.

APPLICATION TO SUBLEASE

I/we (print name(s)) _____/_____ request permission from the Board of Directors to sublease Unit# ____ of the Foxglove, Inc. located at 1801 South Surf Road, Hollywood, Florida under the terms and conditions established in the current Bylaws for the period beginning on _____, 20____ and ending on _____, 20____.

I/we acknowledge that I/we, and the proposed sublessee, have read, understand, and will abide by all terms of the Bylaws, Proprietary Lease, and House Rules as they relate to subleasing and occupancy.

I/we acknowledge that we understand that:

- If sublessee fails to abide by all covenants and rules contained in the Corporation documents, the Shareholder must promptly act to terminate the sublease and evict the sublessee.
- If the Shareholder does not do so, the Corporation is empowered to act as agent and attorney-in-fact for the Shareholder to terminate the sublease and evict the sublessee.
- The Shareholder shall be liable for all costs and reasonable attorneys' fees incurred in connection with the sublease termination and eviction of sublessee.
- The Shareholder is responsible to obtain and show proof of a current Business Tax Receipt from the City of Hollywood.

Proposed sublessee information:

Sublessee name(s)

Name(s) of all intended occupants:

Sublessee address:

Attached is a copy of the fully executed lease, which shall not be valid until approved in writing by the Board of Directors in accordance with the Bylaws.

Signed _____ Submitted: _____,
20__.

AGREEMENT TO SUBLEASE

This agreement is to sublease real property, located at 1801 South Surf Road, Hollywood Florida, 33019 according to the terms specified below.

The Shareholder (Sublessor) agrees to Sublease and the Sublessee agrees to take the premises described below. Both parties agree to keep, perform and fulfill the promises, conditions and agreements expressed below:

1) **SUBLESSOR:** The Sublessor is:

2) **SUBLESSEE:** The Sublessee is:

3) **PREMISES:** The location of the premises is Unit number _____, 1801 South Surf Road, Hollywood, Florida 33019.

4) **TERM:** The term of the sublease is a period of _____ months, beginning on the _____ day of _____, 20__ and ending on the _____ day of _____, 20__.

5) **SUBLEASE PAYMENTS (RENT):** The rent is \$ _____ per month, payable in advance on the _____ day of the month. The rent is payable to _____ and is to be mailed to (address) _____.

6) **AGREEMENT TERMINATION:** This sublease agreement will terminate on the _____ day of _____, 20__. There shall be no holding over under the terms of this sublease agreement under any circumstances.

7) **OCCUPANCY:** Sublessee agrees that occupancy by persons other than those explicitly listed in the approved Application to Sublease and listed below shall be a considered breach of the terms of this sublease. In addition to other actions that may be taken by either the Sublessor and/or Foxglove, Inc., failure to remove the unnamed occupants shall

result in forfeiture of the security deposit in full. Sublessee shall be responsible to reimburse the Sublessor for all costs incurred by Sublessor, including those assessed against the Sublessor by Foxglove, Inc. to enforce this provision.

- 8) **PROPERTY CONDITION:** Sublessee agrees to surrender and deliver to the Sublessor the premises and all furniture and decorations within the premises in the same condition as they were at the beginning of the term, reasonable wear and tear excepted. The Sublessee will liable to the Sublessor for the full cost of any damages occurring to the premises or the contents thereof or to the building which are done by the Sublessee or its guest(s), whether or not in excess of the Security Deposit.
- 9) **SECURITY DEPOSIT:** The Sublessee agrees to pay a deposit equal to one month's rent to cover damages beyond normal wear and tear, unpaid rent, and damages assessed by Foxglove, Inc. Sublessor agrees that if the premises and contents thereof are returned to Sublessor in the same condition as when received by the Sublessee, reasonable wear and tear excepted, and if there is no unpaid rent or claims for damages by Foxglove, Inc., Sublessor shall refund the deposit in full at the end of the term, or within thirty (30) days thereafter. The reasons for retaining any portion of the deposit shall be provided to the Sublessee in writing.
- 10) **ORIGINAL LEASE:** This sublease agreement incorporates and is subject to the original Proprietary Lease, House Rules and Bylaws between the Lessor (Foxglove, Inc.) and the Sublessor, copies of each which are 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 Lessor under the original Proprietary Lease, House Rules and Bylaws for the duration of the sublease agreement.
- 11) **TERMINATION:** This Sublessor may terminate this sublease agreement immediately upon seven (7) days notice if Sublessee fails to abide by all covenants and rules contained in the original Proprietary Lease, House Rules and Bylaws.

12) **OTHER TERMS AND CONDITIONS:**

13) **SOLE AGREEMENT:** The parties hereby agree that this document contains the entire agreement between the parties and this agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto and approved by the Board of Directors of Foxglove, Inc. (Any oral representations made at the time of executing this lease are not legally valid, and therefore are not binding upon either party).

14) **GOVERNING LAW:** This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

15) **CONSTRUCTION:** The words “Sublessor” and “Sublessee” as used herein include the plural as well as the singular. The pronouns used herein shall include either gender or both, singular and plural. Both Parties agree that they participated in the rendering of this agreement and that neither party shall be charged with being the sole creator of the document and it shall not be construed against either party upon that ground.

16) **ACKNOWLEDGEMENT OF COPIES RECEIVED:** Each party signing this sublease acknowledges receipt a copy thereof.

17) **FOXGLOVE, INC. BOARD APPROVAL:** This sublease in not binding upon either party unless approved by the Board in writing.

THE PARTIES HEREBY BIND THEMSELVES TO THIS AGREEMENT BY THEIR SIGNATURES AFFIXED BELOW ON THIS _____DAY OF _____, 20____.

Printed Name(s) of Sublessor(s)

Signature(s) of Sublessor(s)

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

Printed Name(s) of Sublessee(s)

Signature(s) of Sublessee(s)

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____