

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made and entered into as of the \_\_\_\_\_, 2016, by and between \_\_\_\_\_ ("Sublandlord") and **Edumedics, LLC** ("Subtenant").

**WITNESSETH:**

WHEREAS, Subtenant desires to lease certain space, being more particularly described on Exhibit A, from Sublandlord and Sublandlord is willing to Sublease said space to Subtenant upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the rents reserved herein, the mutual covenants and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Subleased Premises.** Sublandlord does hereby lease and rent to Subtenant not including any telephone equipment, furniture or other fixtures and equipment required by Subtenant to carry on its business. The parties may modify the contract from time to time by mutual written agreement to add, remove or modify the list of Subleased Premises covered by this Sublease.
2. **Term.** Subtenant shall have and hold each of the Subleased Premises for a term of one (1) year commencing on the Commencement Date indicated on Exhibit A and ending at noon on the last day of the 12<sup>th</sup> month following such Commencement Date, unless sooner terminated as herein provided. Thereafter, this Agreement shall automatically renew for successive one (1) year terms ("Renewal Term") unless earlier terminated in accordance with the terms of this Agreement, or unless either party gives sixty (60) days' prior written notice of non-renewal to the other party prior to the expiration of the Initial Term or any subsequent Renewal Term.
3. **Use.** All Subleased Premises shall be used and occupied by Subtenant for patient visit, exam and related purposed. Subtenant, at Subtenant's expense, shall comply with all applicable rules, regulations, ordinances and laws of governmental authorities having jurisdiction over the Premises or the Subtenant insofar as compliance is applicable to Subtenant's occupancy of the Premises or the conduct of its business. It shall be Subtenant's responsibility to provide any such equipment or fixtures at its own expense, with installation of any such equipment or fixtures subject to prior approval by Sublandlord.
4. **Rental.** Subtenant agrees to pay, within thirty (30) days of the Commencement Date, the annual rental amount \$200.00. This amount may be negotiated annually as the lease renews.
6. **Condition of Premises; Alterations.** It is understood and agreed by Subtenant that the Subleased Premises are being leased to Subtenant in its "as-is" condition.
7. **Notices.** Any notice or demand which by any provision of this Sublease is required or permitted to be given by either party shall be deemed to have been sufficiently given for all purposes when made in writing and hand-delivered or sent in the United States mail:

If to Sublandlord: **Hardin Co. Board of Education**  
**65 W A Jenkins Rd**  
**Elizabethtown, KY 42701**  
**Atten: John Stith**

If to Subtenant: **Edumedics, LLC**  
**201 E. Jefferson St., Suite 102**  
**Louisville, KY 40202**  
**Attention: Christine Geswein**

8. Subtenant's Property. All personal property brought into the Subleased Premises shall be at the risk of Subtenant only and Sublandlord shall not have any liability for theft, loss, or damage thereto, except loss or damage resulting from the negligent acts of Sublandlord their employees or agents.
9. Surrender of Premises. Subtenant will yield up and surrender the Subleased Premises to Sublandlord at the termination of this Sublease, in as good and tenantable condition as the same was at the beginning of the Term of this Sublease, normal wear and tear expected.
10. Quiet Enjoyment. Sublandlord hereby covenants that Subtenant, upon complying herewith, may quietly have and enjoy the Subleased Premises during and throughout the Term of this Sublease, at the time or times specified herein, without interruption by Sublandlord or any person claiming by, through or under Sublandlord, subject to the provisions of this Sublease and the Lease.
11. Entire Agreement. This Sublease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized representatives as of the day and year first above written.

Witness: \_\_\_\_\_

Sublandlord: Hardin Co. Board of Education

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subtenant: Edumedics, LLC

Witness: \_\_\_\_\_

By: Christine W. Geswein

Title: Program Director

Agreed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between:

\_\_\_\_\_  
Edumedics, LLC  
(Subtenant)

\_\_\_\_\_  
Hardin Co. Board of Education  
(Sublandlord)