

SUBLEASE

THIS INDENTURE made and entered this _____ day of _____, 20____, by and between _____
_____ whose address is: _____
_____ hereinafter called "Sublessor" and _____ whose address
is: _____ hereinafter called "Sublessee."

WITNESSETH:

1. PROPERTY SUBLEASED

For and in consideration of rents and covenants hereinafter specified to be paid or performed by the Sublessee, the Sublessor hereby subleases and lets to the Sublessee his interests in the following described tract of land within the Navajo Nation, County of _____, State of _____ and appurtenances thereto, and more particularly described as follows:

*[LEGAL DESCRIPTION OF
BUSINESS SITE TRACT]*

2. AUTHORIZED PURPOSES

During the term of this Sublease, the Sublessee may provide the following facilities and services and engage in those enterprises which are specified in the Lease to:

[AUTHORIZED PURPOSES]

3. TERM

This Sublease shall be for the term of _____ years commencing _____, 20____, except as it may be terminated or extended as provided in Business Site Lease No. _____. The term shall not exceed the Base Lease term.

4. RENTAL

The Sublessee shall pay \$_____ monthly rent to the Sublessor.

The Sublessee shall pay \$_____ monthly rent to the Navajo Nation. The rent shall be due on the first day of the month and if rental is not received on the tenth day of the month a late charge of 10% of the rental shall be applied. If rental is not received on the 30th day after the day rent is charged, the

Sublease shall be subject to termination. Upon the _____ anniversary of the Lease, the rental shall be reviewed and adjusted by the Lessor in the following manner:

5. SECURITY

Lessee agrees to post [*certificate of deposit, surety bond, letter of credit or cash deposit*] in the amount of \$_____, which shall remain in full force for the term of this Sublease. This security shall be posted _____ [*days or months*] from execution of the Lease.

6. ASSIGNMENT

The Sublessee may assign or transfer the sublease during the term of this Sublease, subject to the written approval of the Sublessor and the Navajo Nation. In the event an assignment or transfer is completed the rent may be subject to re-negotiation.

7. IMPROVEMENTS, REPAIRS, ALTERATIONS, CONSTRUCTION

Improvements as used herein shall be deemed to mean buildings, structures, fixtures, equipment and other improvements affixed to or resting upon the lands leased hereunder in such a manner as to be a part of the realty. It shall include all present improvements, and all improvements hereafter constructed upon or affixed to the land by Sublessee as approved in compliance accordance with the Base Lease and applicable Navajo law. Sublessee is authorized to make any renovations, repairs or alterations unless these exceed \$_____, then it shall require the consent of the Sublessor and the Navajo Nation. Any demolition or removal of the improvements shall require written approval from the Navajo Nation. Sublessee and the Sublessor shall indemnify and hold harmless the Lessor and the United States against liability for all claims arising from Lessee's failure to maintain said premises and the improvements thereon as herein above provided, or from Lessee's non-observance of any law, ordinance or regulations applicable thereto.

8. TERMINATION

This Sublease and all rights hereunder may be terminated in one of the following ways:

- a. Upon the expiration of the original term of the Base Lease.
- b. Expiration of Sublease term or any renewal or extension thereof.
- c. For cause: This Sublease may be terminated for default or breach of any of its terms. In the event of default or breach of any of the terms hereof by the Sublessee, the Sublessor shall give written notice of such default. Within thirty (30) days after receipt of such notice, the Sublessee shall correct the default. Failure to correct the default shall terminate the Sublease.
- d. Mutual termination.

9. INSURANCE

The Sublessee shall, during the full term of this Sublease, and at its expense, keep the fixtures, equipment and buildings of the Sublessor and/or those constructed by Sublessee, adequately insured against loss or damage by fire. The Sublessee shall, during the full term of this Sublease, and at their own cost and expense, carry appropriate general liability insurance. Said policy to be written jointly to protect the Navajo Nation, Sublessor, Sublessee and the United States. A copy of said policies shall be provided to Lessor or his authorized representative. Any changes or termination to the policy shall be communicated to the Lessor, before any actions are taken.

10. SOVEREIGN IMMUNITY

Nothing herein shall be deemed a waiver of sovereign immunity, expressed or implied, of the Navajo Nation.

11. INCORPORATION OF LEASE

This Sublease is expressly made subject to all of the terms, conditions, and limitations contained in the Lease between the Sublessor and the Navajo Nation. In case of conflict between this Sublease and the Base Lease, the provisions of the Base Lease or any amendments thereto shall govern.

12. NOTICES AND DEMANDS

a. All notices, demands, requests or other communications to or upon either party provided for in this Lease, or given or made in connection with this Lease, shall be in writing and shall be addressed as follows:

To or upon Sublessee:

To or upon Sublessor:

To or upon the Navajo Nation (Lessor):

President
The Navajo Nation
Post Office Box 9000
Window Rock, Navajo Nation (Arizona) 86515
Telefax: 1-928-971-7381

b. All notices shall be given by personal delivery, registered or certified mail, postage, prepaid or by facsimile transmission, followed by surface mail. Sublessee, Sublessor or the Lessor may at any time change its address for purposes of this Section by written notice.

