



OFFICE SERVICE AGREEMENT

This service agreement dated _____ is between The One Cowork LLC having an address at 4800 N Federal Hwy STE B200 Boca Raton FL 33431 ("Licensor")

And _____ ("Licensee") having an address at:

Address: _____

In consideration of the covenants and fees set forth herein ,Licensor shall grant the Licensee a license to use one of more offices (as hereinafter defined) in The One Cowork business center ("Center") and the facilities and services of the center , upon and subject to the terms set forth below .Service Retainers are Refundable .

THE SPECIFICS OF THIS AGREEMENT AR AS FOLLOWS

Agreement Term	Office Number	Start Date	End Date	#of Occupants	Package

Monthly office charges Include:

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Service Description	Qty	Rate	Total	Service Description	Qty	Rate	Total

Furniture Accepted & Special Instruction	Summary & Due at Signing

- **Any applicable state and local taxes will be reflected on each monthly invoice**

Description of Licensee's business _____

The attached Terms and Conditions ,Center rules 7 Regulations, and any attached Addenda are incorporated into and made part of this agreement and the parties hereto agree to be legally bound thereby. **IN WITNESS WHEREOF** , Licensor and Licensee have Duly executed this Service License Agreement as of the day and year first above written

THE ONE COWORK



OFFICE SERVICE AGREEMENT

SIGNED : _____

NAME : _____

TITLE: _____

DATE : _____

LICENSEE : _____

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____

The attached Terms & Conditions, the Center Rules & Regulations, and any attached Addenda are incorporated into and made a part of this Agreement and the parties hereto agree to be legally bound thereby. **IN WITNESS WHEREOF**, Licensor and Licensee have duly executed this Service / License Agreement as of the day and year first above written.

1. OFFICE:

A. This Agreement provides for the exclusive use of the office and any furniture as outlined on the first page of this Agreement, and for the shared use of the common areas of the Center. The landlord of the building ("Landlord") provides cleaning of the office, maintenance services, lighting, electricity and heating/air conditioning to the Center during normal



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business hours. The normal business hours and quantities of the foregoing services are determined by our Landlord. We will deliver the office and any furniture in its "as is" condition at the commencement of this Agreement. We have not made any representations or warranties with respect to the office, any furniture or the Center. By taking possession of the office, you acknowledge that the office and any furniture are in satisfactory condition at the time of possession. If we are unable to deliver possession of the office at the commencement of this Agreement for any reason, this Agreement and your obligations hereunder will not be affected, except that you shall not be required to pay any sums until we deliver possession of the office to you.

B. You may only use the office for the business purposes stated on the front of this Agreement or subsequently agreed with us. You will not use the office in any manner which is forbidden by law, may be hazardous, may invalidate or increase the premium of any insurance policy carried with respect to the building or the Center, or may impair the character or reputation of the Center. You agree not to compete with us by providing serviced office accommodations.

C. If necessary, and in any event no more than once in every twelve month period, we may allocate different offices to you upon not less than ten (10) days prior notice to you, but these will be of equivalent size and comparable in layout. We will pay any reasonable expenses incurred in connection with the transfer of your property.

D. You agree to maintain the office in good condition and repair and agree to make no additions or alterations to the office or the Center or install any equipment therein, without our prior written consent, which may be granted or withheld in our sole discretion.

E. We can enter your office at any time. However, unless there is an emergency we will, as a matter of courtesy, attempt to inform you in advance when access is needed to the office to carry out testing, repairs or work other than routine inspection, cleaning and maintenance. We will also respect security procedures to protect the confidentiality of your business.

2. NATURE OF THIS AGREEMENT: This Agreement and any Addenda constitute a license agreement. You acknowledge that this Agreement creates no tenancy interest, leasehold estate or other real property interest in your favor with respect to the accommodation. This Agreement is personal to you and cannot be transferred to anyone else. Any discounts or one-time offers are for the initial period only, as outlined in this Agreement.

3. DURATION: This Agreement lasts for the period stated on the first page and will then automatically renew for successive periods for the same duration as to the initial term, until brought to an end by you or by us in accordance with these terms and conditions. **All periods shall run to the last day of the month in which they would otherwise expire.** The Monthly Office Package Charge for any renewal period will be at the greater of (a) current market prices, as determined by us in our good faith judgment, or (b) a 10% increase on the then current Monthly Office Package Charge. In all other respects, your Agreement will renew with the same terms and conditions.

4. NON-RENEWAL: Either party can terminate this Agreement at the end date of the initial term stated on the first page, or at the end of any renewal period, by giving written notice to the other at least sixty (60) days prior to such end date or end of the renewal period, as applicable. However, if the initial term or renewal period is for two months or less and one party wishes to terminate it, the notice period is thirty (30) days. If this Agreement consists of three or more offices (regardless of the length of the initial term or any renewal period), such notice must be given at least ninety (90) days prior to any termination date.

5. ENDING THIS AGREEMENT IMMEDIATELY: We may put an end to your Agreement immediately by giving you notice if: (a) you become insolvent; go into liquidation or become unable to pay your debts as they fall due; (b) you fail to pay any amounts hereunder on the date due and such failure continues for five days after notice thereof; (c) you fail to comply with any of the other terms or conditions of this Agreement and any such failure continues for ten (10) days after notice from us; or (d) your conduct, or that of someone at the Center with your permission or at your invitation, is deemed incompatible with ordinary office use by us. If we put an end to this Agreement for any of these reasons, it does not put an

end to any outstanding obligations you may have. In such event, we may, after complying with any applicable legal requirements, also take possession of the office. If you default and we take any of the foregoing actions or change the office locks, removes your property, or otherwise deny you access after the 10 days period, we will not be liable for any damages to you.

6. TERMINATION:

A. Upon the expiration or termination of this Agreement, your



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agreement to occupy the office and use the Center is revoked and you will remove all of your property and return the office and any furniture in the same condition in which it was delivered to you, subject to reasonable wear and tear. Any personal property left in the office will be considered abandoned and we may dispose of it without any liability. All telephone and facsimile numbers are our property and cannot be transferred to you at the expiration or termination of this Agreement.

B. If you continue to occupy the office after the expiration or termination of this Agreement without our written consent, such possession shall be upon and subject to the terms of this Agreement, except that you will be obligated to pay us two times the Monthly Office Package Charge, together with any additional service charges payable hereunder (and we are under no obligation to provide any additional services to you). In addition, you shall and hereby do indemnify and hold us harmless from all loss, cost and expense resulting from your failure to vacate the office, including, without limitation, any claims made by any succeeding or prospective licensee based upon such failure. We are entitled to exercise all remedies on account of such possession, and your obligation to pay any sums and our acceptance thereof shall be without prejudice to such remedies.

7. TRANSITION WHEN THIS AGREEMENT ENDS: Upon your departure or if you, at your option, choose to relocate to a different office within the Center, in addition to any amounts payable hereunder, a flat fee per office, in accordance with the list below, will be assessed for standard office restoration and services disconnections: **(i) Less than 120 square feet: \$400; (ii) 120 to 180 square feet: \$600; and (iii) greater than 180 square feet: \$800.** We reserve the right to charge additional reasonable fees for any repairs above and beyond normal wear and tear.

- 8. MAIL FORWARDING AFTER TERMINATION:** Upon expiration of this Agreement, we will mark all of your mail "return to sender" and will deposit it in an outgoing US Postal Service collection receptacle. We will not accept any package delivery service from UPS, FedEx or other couriers, and to the extent that we do inadvertently accept such a package, we will promptly notify the carrier to collect the package and return it to sender. Unless arrangements are made in writing, we will have no obligation to notify any person or entity of your new address or phone. However, you can make arrangements with us for mail forwarding service through a Virtual Office Program.
- 9. PAYMENTS:** You agree to pay your invoice including all applicable sales or use taxes by the first day of each calendar month during this Agreement without any offset, demand or deduction. If you fail to pay any sum due hereunder within five (5) calendar days after the due date, your account will be assessed a late fee of 10% of the total balance. Returned checks and returned ACHs incur a \$100 fee. Credit card payments incur a 3.5% convenience fee for invoices larger than \$400 in total.
- 10. RETAINER:** Upon the execution of this Agreement, you will pay the first full month's Monthly Office Package Charge, any applicable setup fees, and the Retainer as outlined on the first page of this Agreement. No interest will be paid on the Retainer. If you fail to perform any of your obligations hereunder, we may apply your Retainer to the payment of any sums due or any costs, expenses or liabilities incurred by us. You agree to pay additional Retainers on any additional offices added after this initial Agreement. You agree to immediately replenish any portion of the Retainer applied or retained by us. We may increase the amount of your Retainer if you are in arrears in the payment of invoices. At the end of this Agreement, if you have surrendered possession of the office and otherwise satisfied all of your obligations, we will refund your Retainer or any balance thereof within 45 days. However, you will forfeit your Retainer if you default under this Agreement.

11. SERVICES:

- 1.** Upon your request to us, we may provide additional services. The fee schedule for additional services is available at <http://theonecowork.com> which may be updated from time to time without notice. New rates will be effective 10 days from posting on the URL above. You agree to pay all charges listed on the first page of this Agreement as well as any additional service rendered each month. If you default under this Agreement, we will cease providing services to you without any legal process.
- 2.** We and our designated vendors are the only authorized service providers in the Center.
- 3.** At your request, local dial tone and basic monthly phone service may be provided by us and a monthly fee may be charged. You agree to pay us at our rates for domestic long distance services and international calls.



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4. You are prohibited from using our telephone service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax or voicemail broadcasting, or fax or voicemail blasting. We reserve the right to immediately terminate or modify your service if we determine, in our sole and absolute discretion, that you have at any time used the service for any of the aforementioned or similar activities.

E. Additional electric outlets within your office may be made available upon your request and at your expense, subject to our approval, or may be required if your use of electricity exceeds normal office use. We will impose an additional monthly surcharge to cover excess electrical usage.

F. All keys and entry cards remain our property and shall not be duplicated or transferred to third parties. The loss of keys or cards must immediately be reported to us. You will be invoiced for the cost of lost keys or cards as well as the cost of changing locks.

12. INTERNET ACCESS ACCEPTABLE USE: All of our circuits are monitored 24/7/365 to ensure bandwidth allocation. We will monitor each circuit and address situations as they arise to maintain consistency. If you use excessive amounts of bandwidth or abuse the use of the shared network, you will be notified and additional charges for high bandwidth usage will apply.

13. RESTRICTION ON HIRING: You agree that during the term of this Agreement and for the twelve-month period immediately thereafter, you and your principals, employees and affiliates will not hire any person who is at that time, or was during this Agreement period, an employee of ours. If you breach the foregoing, you agree that actual damages would be difficult to determine and accordingly, agree to pay liquidated damages in the amount of one year's final annual base salary we paid the employee.

14. LIMITATION OF LIABILITY: You acknowledge that neither us, our Landlord nor any of our or their respective officers, directors, employees, shareholders, partners, members or agents (collectively, the "Parties") shall be responsible for damages, direct or consequential, that may result from our failure for any reason (including without limitation, on account of force majeure) to furnish any service, including without limitation, occupancy of the office. Your sole remedy for any failure to render any service or any delay or interruption of any service is limited to an adjustment to your bill in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues, except that there shall be no such adjustment if you are then in default hereunder or under the circumstances described in Section 1.A. WITH THE SOLE EXCEPTION OF THE REMEDY DESCRIBED ABOVE, YOU EXPRESSLY WAIVE ANY CLAIM FOR DAMAGES, DIRECT OR CONSEQUENTIAL, SPECIAL OR PUNITIVE, ARISING OUT OF ANY FAILURE TO FURNISH ANY SERVICE OR ANY DELAY OR INTERRUPTION OF SERVICES.

15. DAMAGES AND INSURANCE:

1. You are responsible for any damage you may cause to the Center or the office, beyond normal wear and tear. Upon reasonable prior notice, which may be oral (except in the event of an emergency when no notice is required), we may at any time and from time to time (a) perform repairs and alterations in the office as we deem necessary, (b) show the office to prospective licensees, and (c) inspect the office. In such event, we will use reasonable efforts not to disrupt your business, but we will not be liable to you for any damages, nor will this Agreement or your obligations be affected.
2. We maintain a general liability insurance policy; however, neither you nor your property will be covered under this policy. You assume all risk of loss with respect to your personal property, agents, employees and guests within the Center or building.
4. To the extent that the party sustaining a loss by fire or other casualty to its property is compensated by insurance, we will each waive all rights of recovery against the other party and no third party shall have any right of recovery.



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5. During the term of this Agreement, you will maintain with a respectable insurer licensed to do business in the state and subject to our approval (a) all risk property insurance covering its property and (b) comprehensive general liability insurance of no less than \$1,000,000, with us, the Landlord and any other parties designated by us named as additional insured. You will deliver certificates of insurance to us evidencing such coverage prior to the commencement of this Agreement and any expiration date of such policy.
6. If the Center is made unusable in whole or in part by fire or other casualty or a condemnation affecting the Center occurs, we may either terminate this Agreement upon notice to you or repair the Center. The Monthly Office Package Charge shall be abated on a per diem basis with respect to the portions of the office that are unusable, which will be your sole remedy.

16. LICENSE:

1. This Agreement is not a lease or any other interest in real property. It is a contractual arrangement that creates a revocable license. We retain legal possession and control of the Center and the office.
2. This Agreement is subject and subordinate to all of the terms of our lease with the Landlord, as such lease may be amended. This Agreement terminates, if not earlier, simultaneously with the expiration or sooner termination of our Lease for any reason. You do not have any rights under the lease (and all requests for building services shall be directed solely to us), although you will attorn to the Landlord in such cases as may be required by the terms of the lease or requested by us or the Landlord.
3. You agree to comply with all rules, regulations and requirements of the building and with other rules and regulations established by us.

17. INDEMNITY: To the fullest extent permitted by law, both parties shall indemnify and agree to hold the other harmless from and against any and all loss, cost, liability and expense, including attorneys' fees and disbursements, arising from or alleged to arise from (a) any default by you hereunder, (b) the use or occupancy of the office by you or any person claiming under you, (c) any act or omission of you or your agents, employees, contractors or invitees, or (d) any injury or death to any person or damage to property by you or your agents, employees, contractors or invitees occurring during the term of this Agreement whether in the building, the Center or the office, except to the extent such injury, death or property damage results solely from our gross negligence and indemnification is prohibited by law. The aforementioned indemnity and hold harmless shall apply whether the claim is between the Parties and you, or a third party. You agree to pay us, within ten (10) days following demand therefore, all losses, costs, liabilities and expenses referred to in this Article.

18. MISCELLANEOUS:

You agree to comply with the Center Rules and Regulations. We may set these Rules at our sole discretion to promote health and safety, security, well-being, hospitality, membership harmony, or to otherwise improve the experience we are delivering. These are available at: <http://theonecowork.com>

1. The party executing this Agreement on behalf of each party warrants and represents (i) that such executive party has complete and full authority to execute this Agreement on behalf of the applicable party, and (ii) that such party will fully perform its obligations herein.

C. If we place the enforcement of this Agreement or the collection of any sums payable hereunder, or recovery of the possession of the office, in the hands of an attorney, we will recover our attorneys' fees, disbursements and court costs from you in connection with such matter, unless you obtain a judgment against us.

D. We may, from time to time, allocate to you a portion of the increases in our annual common area maintenance, other pass-through charges, and one-time charges (the "Landlord Charges") that are imposed on us by our landlord. Any such allocations will be made on a pro-rata basis based on square footage of occupied space in the Center. Any such charges may be reflected as an ongoing monthly charge on your invoice, or a one-time charge, whichever the case may be. In no event shall any such additional ongoing monthly charge exceed 5% of your Monthly Office Package Charge.



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E. All formal notices must be in writing. Any notice (other than bills, which may be sent by email, hand delivery or by ordinary mail) shall be in writing and shall be given by (a) reputable overnight courier; or, (b) email or hand delivery (against confirmation of delivery), addressed to you and to us at the addresses stated on the first page of this Agreement. Such notice shall be deemed to have been given upon receipt or rejection of delivery.

F. You agree to comply with all laws and other requirements regulating the conduct of your business. You agree to pay promptly (a) all sales, use, excise and any other taxes and license fees which you are required to pay to any governmental authority (and, at our request, will provide evidence of such payment), and (b) any taxes we paid to any governmental authority that are attributable to the office, including, without limitation, any gross receipts, rent and occupancy or tangible personal property taxes.

G. We may assign this Agreement and you agree to any such assignee. Upon any such assignment, we will be discharged from all liability hereunder.

H. You may not assign this Agreement or sublet all or any portion of the office without our prior written consent, which consent may be withheld in our sole discretion, and any such purported assignment or sublease without such consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

I. We both agree that without the consent of the other, we will not, during the term of this Agreement or at any time thereafter, disclose any of the terms of this Agreement unless required by law. This provision shall survive the termination hereof.

J. The provisions set forth under Sections 5,6,7,8,9,10,11,13,14,15,16, 17 and 18 shall survive any termination of this Agreement.

K. You hereby waive trial by jury in connection with any dispute arising out of this Agreement. You consent to the jurisdiction of any court sitting in the state in which this Center resides with respect to any action or proceeding brought therein by us against you concerning any matters arising out of this Agreement. This Agreement may not be orally changed or terminated, nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any change, termination or waiver is sought. Our failure to enforce any provision of this Agreement or its acceptance of fees shall not be a waiver and shall not prevent us from enforcing any provision of this Agreement in the future. No receipt of money by us will be deemed to waive any default on your part. If you are more than one person or party, all parties shall be liable jointly and severally for all obligations arising hereunder.

You agree to comply with the following Center Rules and Regulations:

1. Noise levels shall be conducive to a professional environment and shall not interfere with or disturb other clients.
2. Neither you nor your employees, agents, representatives or invitees shall participate in any type of harassing or disruptive behavior, whether verbal or physical, in the Center or within the building.
3. You and your guests shall conduct themselves in a businesslike manner.
4. Canvassing, soliciting and peddling in the Center or building are prohibited and you shall not solicit other clients for any business or other purpose without our prior written approval.
5. Professional attire must be worn at all times.
6. Cell phone use is limited in the halls, reception area, cafés, or any other common area.
7. Common areas, including the conference rooms, kitchen and reception area, are for the use of all clients. You are required to leave these areas clean after each use. You are responsible for their own dishes and disposal of garbage.
8. You are prohibited from conducting meetings in any common areas, cafes, or vacant offices, other than reserved conference rooms or day offices.
9. The café cannot be used as a substitute office or workstation for you and your guests.
10. All corridors, halls, elevators & stairways shall not be obstructed or used for any purpose other than normal egress and ingress.
11. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any fixtures or appliances from misuse by you or your agents, employees or invitees, shall be paid by you.
12. You must not conduct a mechanical business, do any cooking, or use or allow the following to be used: oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosive shall be brought in the Center. No offensive gases, odors or liquids are permitted.
13. Movement in or out of the building of furniture, office equipment, bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby, will be conducted under our



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supervision at such times and in such a manner as we may reasonably require. You are liable for all damages including the articles moved, our equipment & property, and injury to anyone engaged or not engaged in such movement, including our personnel.

- 14. Before leaving the office unattended, you will close and securely lock all doors. Any damage resulting from failure to do so will be paid by you.
- 15. No advertisement, identifying signs, personal items or artwork or other notices shall be inscribed, painted or affixed on any part of the corridors, doors, office windows, common areas or cubicles without our prior written approval.
- 16. You cannot prop open any corridor doors, exit doors or doors connecting corridors during or after business hours.
- 17. You cannot modify existing locks or install additional locks or bolts of any kind on any of the doors or windows of any offices or within the Center.
- 18. You cannot move or remove any furniture, fixtures or decorative items from any offices or common areas.
- 19. We are not responsible for lost or stolen personal property, money or jewelry from your office or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.
- 20. You will not conduct any activity within the Center or building, which in our sole judgment or the judgment of Landlord, will create excessive traffic or is inappropriate to a shared office environment.
- 21. You may not use the office for lodging or sleeping, or for any immoral or illegal purposes.
- 22. If you occupy a cubicle(s) in view of any common areas, you are required to keep the areas clear. All boxes and filing cabinets should be stored in an orderly fashion and out of view of the common area.
- 23. All internet routers, hubs and switches must be installed by our IT vendor or a vendor approved by us. We may not permit the use of, or may disable, your internet router in our sole discretion. You will be responsible for all costs incurred by us in connection with diagnosing any disruption to our systems caused by your unauthorized installation of any electronic equipment.
- 24. This is a non-smoking Space and smoking is prohibited You may Smoke outside the Center in designated areas
- 25. No alcoholic beverages are permitted on the premises, without our prior approval.
- 26. Illegal firearms and weapons are prohibited.
- 27. In accordance with our lease with Landlord, pets/animals are not permitted in the Center at any time except for LICENSED service animals.
- 28. As a general rule and to the extent reasonably practicable, you are not permitted to have more than 4 visitors at a time in the lobby. Your visitors and their guests are not permitted to remain in the lobby area for longer than 10 minutes to ensure availability for all clients. We require that you move your guests to your office or an available conference room to minimize monopolizing the seating in the lobby, and to minimize disruption to other clients.
- 29. You and your guest are only allowed to use certain designated parking spots unless paid for private parking

We have no responsibility to you for the violation or non-performance by any other clients of any of these Rules and Regulations or the Terms & Conditions, but shall use reasonable efforts to uniformly enforce all Rules and Regulations and Terms & Conditions.

Signed : _____ Date _____

Title _____

ADDENDUM TO SERVICE AGREEMENT

The Service agreement Dated _____, between The One Cowork LLC and _____ (“Licensee”) , is hereby modified in the following respects:

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All charges will reflect on the next billing cycle following Effective Date All other terms and conditions shall remain in full force and effect

IN WITNESS WHEREOF, The OneCowork and Licensee executed this instrument by the proper persons thereunto duly authorized to do so on the day and year indicated below.

THE ONE COWORK LLC

LICENSEE: _____

SIGNED: _____

SIGNED: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____