

CO-WORKING SPACE AGREEMENT

I. THE PARTIES. This Co-Working Space Agreement (“Agreement”) made this _____, 20____ is by and between:

Landlord: Oak Realty (“Landlord”) of 21 Main Street, Town of Ashland, State of Massachusetts, Zip Code 01721,

AND

Tenant: _____ (“Tenant”) of _____, City of _____, State of _____, Zip Code _____. The Landlord and Tenant shall be referred to as the “Parties” and agree as follows:

II. CO-WORKING SPACE. Under this Agreement, the Landlord agrees to offer the following property to the Tenant for co-working use:

Street Address: 21 Main Street, Suite 103 Town of Ashland, Massachusetts, 01721.

Hereinafter known as the “Premises”.

III. TERM. This Agreement shall start on _____, 20____ and continue: (check one)

- On a Month-to-Month Basis. This Agreement shall continue until either of the Parties gives notice of at least 30 days from the next payment date.

- For a Fixed Period. This Agreement shall end on the date of _____, 20____. Upon this Agreement ending, and no new agreement is authorized between the Parties, this Agreement shall:

- Terminate.

- Continue on a month-to-month arrangement that may be terminated with thirty (30) days’ notice by either party.

IV. SERVICES. The Tenant shall be provided with the following as part of this Agreement: (check all that apply)

- Conference Room.. The Tenant shall be given access to the Conference Room:

- Per the appropriate plan indicated on Cobot.com



- For additional hours, passes may be purchased on Cobot.com
- Coffee and Refreshments. The Tenant shall have access and be able to consume an unlimited amount of coffee and other refreshments as designated by the Landlord. Coffee and Refreshments availability may change from time-to-time.
- Internet Access. The Landlord shall provide premium internet access to the Tenant by supplying a Wi-Fi Username and Password following the execution of this Agreement.
- Printing & Copying. If the Tenant may have documents printed or copied. The Landlord have the right to charge for excessive copies without advanced notice.
- Workstations. Use of any of the community and shared desk workstations located within the Premises on a first come, first serve basis during regular business hours.

Being a Tenant of the Premises grants the privilege and use in common with other tenants on the Premises. The Tenant understands the use of the Premises is determined by each tenant's agreement with the Landlord. In no way does the term "co-working" or any other term in this Agreement suggest that the rights of any tenant is equal to another.

V. BUSINESS HOURS. The business hours of the Premises shall be the following:

Start Time: 8 AM

End Time: 6 PM

Tenants have the ability to purchase day passes to extend their workday with Cobot.com.

During such hours, the Tenant agrees to keep their noise level so as not to interfere with or annoy the other tenants on the Premises. It is required that the common areas be meant for initializing a phone call with any conversations lasting for more than thirty (30) seconds to be handled away from the other tenants.

VI. SECURITY DEPOSIT. The Tenant, as part of this Agreement and separate from the first payment to the Landlord: (check one)

- Shall be required to pay a Security Deposit in the amount of \$100 ("Security Deposit"). The Security Deposit shall be held by the Landlord until the Agreement is terminated.
- Shall not be required to pay a Security Deposit as part of this Agreement.

If any payment is made with a physical check and is returned for any reason, the Tenant shall be charged the amount of \$35 for every instance this should occur.

VII. RATE. The Landlord agrees to allow the Tenant to occupy the Premises in exchange for a:

- Monthly Rate. The Tenant shall be charged for the use of the Premises through the membership on Cobot.com. Invoices are generated on the 28th of the month. All payments will be made by the first day of the following month.

VIII. LATE PAYMENT FEES. If any payment or charges due by the Tenant to the Landlord are not made within 10 calendar days, the Landlord shall: (check one)

- Charge a late fee in the amount of: (check one)

- \$50 due shall accumulate for each day occurrence rent is late.

IX. PETS. The Premises has the following pet-policy:

- Pets Not Allowed. Pets are not allowed on the Premises at any time during the term of this Agreement except for those legally allowed under State law for individuals with disabilities.

X. OTHER FEES. The Tenant shall be obligated to: (check one)

- No other fees or payments other than the Rate mentioned in Section IV.

- In addition to the Rate mentioned in Section IV, the following fees and payments: _____

_____.

XI. OPERATING STANDARDS. In accordance with this Agreement, and all other co-working space agreements on the Premises, the Tenant and the tenants of the Premises agree to the following:

No individual or business may conduct any activity within the Premises that, in the sole judgment of the Landlord, create excessive traffic or be inappropriate to the other tenants' co-working experience;

No individual or business may advertise or have identifying signs or notices that are inscribed, painted, or affixed on any part of the Premises without the express written consent of the Landlord;

All tenants of the Premises shall keep clean any common areas after use. This includes, but is not limited to, conference rooms, call areas, coffee and snack areas, visual equipment, and any other space that may be used by another Tenant;

All tenants are prohibited from smoking in any area of the Premises; and

All tenants are to operate in a way that is courteous with all other individuals.

The Landlord reserves the right to make other reasonable rules and regulations from time to time in order to promote a good co-working environment amongst the tenants.

XII. WAIVER. The Landlord shall not be liable for any interruption or error in the performance of the services offered under this Agreement. The Tenant waives all liability against the Landlord for any claims arising from such disruption of services, specifically, any telecommunication utilities on the Premises. Furthermore, any loss, damage, expense, or injuries to persons or the Tenant's property arising out of mistakes, omissions, interruptions, delays, errors, or defects in any transmission occurring in the course of furnishing telecommunications services provided are not caused by the willful acts of the Landlord, as well as any claim for business interruption and for consequential damage.

Both Parties hereby agree to defend, indemnify and hold harmless from and against any and all claims, damages, injury, loss and expenses to or of any portion or property resulting from the acts or negligence of their agents, employees, invitees, and/or licensees while on the Premises.

XIII. DEFAULT. The Tenant shall be considered in default if they should violate any portion of this Agreement. If the Tenant is found to be in violation of this Agreement, the Landlord shall give notice that the violation must be corrected within forty-eight (48) hours or else this Agreement shall be terminated immediately.

XIV. NOTICES. All notices shall be sent to the mailing address located in Section I of this Agreement.

XV. TIME IS OF THE ESSENCE. Time is of the essence as to the performance by the Tenant and all covenants, terms and provisions of this Agreement.

XVI. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XVII. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any

claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

XVIII. GOVERNING LAW. This Agreement is to be governed under the laws located in the State where the Premises is located.

XIX. ADDITIONAL TERMS AND CONDITIONS. _____

XX. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the undersigned dates written below.

Landlord's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

