

## **CORPORATE "COWORKING" SERVICE AGREEMENT**

This agreement is made on \_\_\_\_\_, by and between eCafe, LLC ("Lessor") having coworking space in the building located at 10650 Roe, Overland Park KS 66211 (the "Building") and \_\_\_\_\_ ("Lessee"). The parties for themselves, their heirs, legal representatives, successors and assigns, agree as follows:

Lessor and Lessee hereby agree to the "Coworking" service agreement as described herein.

1. As a Corporate "Coworking" client, Lessee will be provided with the services selected in Exhibit "A".

2. Lessor hereby grants Lessee the privilege to use in common with other lessees and parties that Lessor may designate certain amenities located in the Building; the use of all of which are subject to such reasonable rules and regulations as Lessor currently has in place and may adopt from time to time. The amenities are more particularly described in attached Exhibit "A". "The Operating Standards" as presently in place and governing the use of the Building are attached in Exhibit "B".

### 3. Term

a. The term of this Agreement shall be for a period of \_\_\_ months beginning \_\_\_\_\_ and ending on \_\_\_\_\_, unless renewed as provided in paragraph "3(b)" herein.

b. Upon the ending term date set forth herein or any extension thereof, the Agreement shall be extended on a month to month basis upon the same lease terms and conditions as herein contained unless either party notifies the other in writing with 30 days notice that the Agreement shall not be extended, such determination to be made at either party's sole discretion.

c. In the event the entire Building is damaged, destroyed or taken by eminent domain or acquired by private purchase in lieu of eminent domain so as to render the Building fully untenable and unrestorable in Lessor's sole judgment, then within 30 days thereafter by written notice to the other party, either party shall be able to terminate this Agreement, which will terminate as of the date thereof.

### 4. Fees

a. For and during the term of this Agreement, Lessee shall pay Lessor a monthly installment of \$750.00 for 1-5 members, \$1,000 for 6-10 members or \$1,250 for 11-15 members to the address set forth below, each payable in advance of the first day of each calendar month or term, or a daily prorated amount for any partial calendar month during the term. If any payment of rent or other charges due under this agreement is not received within five (5) calendar days after its due date, the Lessee will also pay, as additional rent, a late payment charge of an amount equal to 10% of any amount owed to Lessor. Payments may be made by check, money order or by credit card.

b. If a Lessee check is returned for any reason, Lessee will pay any additional charges associated with a returned check and, for the purpose of considering default and/or late charges it will be as if the payment represented by the returned check had never been made.

## 5. Services

a. So long as Lessee is not in default hereunder, Lessor shall make available to Lessee only the services more particularly described in Exhibit "A". Such services shall be offered to Lessee, in conjunction with such services being offered by Lessor to its other Lessees, without charge for the reasonable use of the same.

b. In addition, provided Lessee is not in default hereunder, Lessor shall make available to Lessee certain other services, if Lessor agrees in writing, the cost of which shall be billed to the Lessee as additional rent and the payment of which shall be subject to the same terms and conditions as those governing the payment of the Fixed Monthly Charge herein regardless of when such charges are billed to the Lessee.

## 6. Waiver of Claims

a. Lessor shall not be liable for any interruption or error in the performance of its services to Lessee under this Section. Lessee waives any recourse as against the Lessor for any claimed liability arising from the provision of telecommunications services including, but not limited to loss, damage, expense or injuries to persons or property arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing telecommunications services provided same are not caused by the willful acts of Lessor, as well as any claim for business interruption and for consequential damages.

b. Both parties hereby agree to defend, indemnify and hold the other harmless from and against any and all claims, damages, injury, loss and expenses to or of any person or property resulting from the acts or negligence of their agents, employees, invitees and/or licensees while in the Building.

## 7. Operating Standards

The Operating Standards attached to this Agreement as Exhibit "B" are hereby made an integral part of this Agreement. Lessee, its employees, agents, guests, invitees, visitors and/or any other persons caused to be present in and around the Building by the Lessee shall perform and abide by the rules and regulations and any amendments or additions to said rules and regulations as Lessor may make. In addition, Lessee, its employees and agents shall abide by all applicable governmental rules, regulations, statutes and ordinances relating in any way to the Building or Lessee's use of the Building; failing which Lessee shall be in default hereunder and shall pay any fines or penalties imposed for such violation(s) directly to the appropriate governmental authority or to Lessor, if Lessor has paid such amount on behalf of Lessee. Such remedy shall not be exclusive. It is hereby further explicitly agreed and understood that full compliance with the Operating Standards as set forth constitutes a material obligation of this Agreement, and that failure to so comply shall constitute a violation of this Agreement entitling the Lessor to exercise any of its remedies pursuant to this Agreement or otherwise.

## 8. Notices

Any notice under this Agreement to Lessor shall be in writing by certified or registered mail, return receipt requested, to the party at the address set forth below:

eCafe, LLC 10650 Roe Overland Park, KS 66211 Attn: David Rayl

Any notice to Lessee shall be delivered to the Building by hand or by first class mail.

If such mail is properly addressed and delivered or mailed, as required above, it shall be deemed notice for all purposes, given when sent or delivered, even if returned as undelivered.

#### 9. Time of Essence

Time is of the essence as to the performance by Lessee of all covenants, terms and provisions of this Agreement.

#### 10. Severability

The invalidity of any one or more of the sections, subsections, sentences, clauses of words contained in the Agreement or the application thereof to any particular set of circumstances, shall not affect the validity of the remaining portions of this Agreement or of their valid application to any other set of circumstances. All of said sections, subsections, sentences, clauses and words are inserted conditionally on being valid in law; and in the event that one or more of the sections, subsections, sentences, clauses or words contained herein shall be deemed invalid, this Agreement shall be construed as if such invalid sections, subsections, sentences, clauses of words had not been inserted. In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid portions had not been a part thereof. In addition, the parties acknowledge (i) that this Agreement has been fully negotiated by and between the parties in good faith and is the result of the joint efforts of both parties; (ii) that both parties have been provided with the opportunity to consult with legal counsel regarding its terms, conditions and provisions and (iii) that regardless of whether or not either party has elected to consult with legal counsel, it is the intent of the parties that in no event shall the terms, conditions or provisions of this Agreement be construed against either party as the drafter of this Agreement.

11. Execution by Lessee The party or parties executing this Agreement on behalf of the Lessee warrant(s) and represent(s): (i) that such executing party (or parties) has (or have) complete and full authority to execute this Agreement on behalf of Lessee; (ii) that Lessee shall fully perform its obligations hereunder; (iii) Lessee is at least 21 years of age.

#### 12. Covenant and Conditions

Each term, provision and obligation of this Agreement to be performed by Lessee shall be construed as both a covenant and condition.

#### 13. Entire Agreement

This Agreement embodies the entire understandings between the parties relative to its subject matter, and shall not be modified, changed or altered in any respect except in writing signed by all parties.

#### 14. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the date above.

Lessor: eCafe, LLC

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

Print Name: \_\_\_\_\_

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

Address: 10650 Roe, Overland Park KS 66211

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Lessee: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

List members of the corporation who will be using the "Coworking" center:

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

## **EXHIBIT "A"**

As a Corporate "Coworking" client you will be provided with the following services:

### **Workstations:**

Use of any of the workstations or work pods in the "Coworking" space located within the Building on a first come, first serve basis during regular business hours.

### **Conference and Meeting Rooms:**

8 free hours/month in either the conference room or the meeting room or a combination of both. Members rate after the first 8 hours is \$25/hour for the conference room and \$15/hour for the meeting room.

Priority conference room scheduling allows you to reserve either room up to 60 days in advance.

### **Printing and Copying:**

.10/copy (black and white)

.25/copy (color)

### **Scanning, Faxing and Shredding:**

Included

### **Mailbox:**

\$50/month for a reserved mailbox

### **Locker:**

\$35/month for a reserved locker

### **Office Products:**

10% discount on all retail products purchased at the Business Center

### **Coffee Products and Services:**

Unlimited free brewed coffee during regular business hours

### **Listing on our Web Site and Building Directory:**

Include name, company name and up to 100 words to describe your business on our web site.

### **Invitation to all of our Information and Productivity Events:**

Reservations are required and space is limited based on seating availability.

## **EXHIBIT "B" - OPERATING STANDARDS**

The noise level will be kept to a level so as not to interfere with or annoy other Lessees. Please use the public areas including the coffee shop, business center, mailroom and outside terrace for phone calls.

Lessee may not conduct any activity within the Building which in the sole judgment of the Lessor will create excessive traffic or is inappropriate to the "Coworking" environment.

No advertisement, identifying signs or other notices shall be inscribed, painted or affixed on any part of the building.

Immediately following Lessee's use of conference room space and/or visual equipment, Lessee shall clean up and return the space and equipment to the state and condition it was in prior to Lessee's use. If not, Lessor may charge Lessee for any other expenses required to restore the conference space and/or equipment to its original condition.

Lessee and guests of Lessee may bring no animals into the Building except for those assisting disabled individuals.

Lessee shall not smoke nor allow smoking in any area of the Building or grounds.

Lessee shall cooperate and be courteous with all occupants of the Building and Lessor's staff and personnel.

Lessor reserves the right to make such other reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care, appropriate operation and cleanliness of the Building.