

CO-WORKING SPACE RENTAL AGREEMENT

This **Co-Working Space Rental Agreement (the "Agreement")** is made this _____, 20____ by and between the following parties:

THE PARTIES

Landlord: _____ ("Landlord") of _____,
City of _____, State of _____, Zip Code
_____, AND

Tenant: _____ ("Tenant") of _____, City of
_____, State of _____, Zip Code
_____.

The Landlord and Tenant are referred to herein as the "Parties" and agree as follows:

CO-WORKING SPACE.

In accordance with the agreement set forth, the Landlord agrees to provide the Tenant with the following property for co-working purposes:

Street Address: _____, City of _____,
State of _____, Zip Code _____.

Additional Description:
_____.

Hereinafter known as the "Premises".

TERM.

This Agreement shall take effect on _____, 20____ and run until:
(select one)

- On a Month-to-Month Basis. This Agreement shall continue unless either Party gives notice at least ____ days in advance of the next payment date.

- For a Fixed Period. This Agreement shall end on the date of _____, 20____. Should this Agreement expire, without any new agreement being approved between the Parties, it shall: (select one)

- Terminate.

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

SERVICES.

In accordance with this Agreement, the Tenant will receive the following: (select all that apply)

- Conference Room(s). Tenant shall have access to any of the following Conference Room(s): (select one)

- On a first-come, first-served basis at any time.

- For ____ hours per week month and must be scheduled at least ____ hours ahead of time. Additional hours will be charged at \$____/hour if requested by the Tenant.

- Coffee and Refreshments. In accordance with the Landlord's instructions, the Tenant shall have access to and consumption rights to an unlimited amount of coffee and other refreshments. The availability of coffee and refreshments may change from time to time.

- Directory. Tenants may display their names on any online or other published material describing the premises with the permission of the Landlord.

- Internet Access. Upon execution of this agreement, the Landlord will provide the Tenant with a Wi-Fi username and password for premium internet access.

- Mailboxes. A mailbox will be available to the tenant during the term of this Agreement for \$____/month.

- Printing & Copying. Documents requested by the Tenant for printing or copying shall be charged at \$____/black & white and \$____/color.

- Workstations. All workstations, meeting areas, and call areas located within the Premises are available on a first-come, first-served basis during regular business hours.

Tenants are entitled to privileges and uses in common with other tenants on the premises. Tenants understand their lease agreements with landlords determine their use of the premises. The term "co-working" or any other term in this Agreement does not imply that the rights of each tenant are equal.

BUSINESS HOURS.

The Premises will be open during the following business hours:

Start Time: _____ AM PM

End Time: _____ AM PM

Tenant agrees to keep their noise level low during such hours so as not to annoy or disturb other tenants. Every common area must be designed to initiate phone calls with any conversations lasting more than thirty (30) seconds being handled away from other tenants.

SECURITY DEPOSIT.

The Tenant, as part of this Agreement and separate from the first payment to the Landlord: (select one)

- Shall be required to pay a Security Deposit in the amount of \$_____ ("Security Deposit"). This Security Deposit shall be held by the Landlord until this Agreement is terminated.
- No Security Deposit is required.

Physical checks that are returned for any reason shall be charged to the Tenant at the rate of \$___ for each instance.

RATE.

In exchange for allowing the Tenant to occupy the Premises, the Landlord agrees to:
a(n): (select one)

- Hourly Rate. A fee of \$___/hour shall be charged to the Tenant for use of the premises. A prorated rate will be applied to any uncompleted hours.
- Monthly Rate. A monthly rental charge of \$_____ shall be paid by the Tenant for use of the premises. Payments are due on the ___ of the month.
- Annual Rate. A fee of \$_____/year shall be charged to the Tenant for the use of the premises. Payment is due on _____, 20_____.

LATE PAYMENT FEES.

The Landlord may take the following actions if the Tenant fails to make a payment or charge within ___ calendar days: (select one)

- Charge a late fee in the amount of: (select one)
 - \$_____ due shall accumulate for each day occurrence rent is late.

- ____% of balance shall accumulate for each day occurrence rent is late.

- Not charge a late fee.

PETS.

Premises pet policy: (select one)

- No pets allowed. Except for pets allowed by state law for individuals with disabilities, pets are not permitted on the Premises at any time during the term of this Agreement.

- Pets Allowed. The Premises allow pets according to the following: (select as applicable)

- Number (#) of Pets. In any single instance, the Tenant may have no more than ____ pets on the Premises.

- Weight Limit. Pets must weigh no more than ____ pounds on the Premises.

- Types. Only the following types of pets are allowed on the Premises:

_____.

OTHER FEES.

The Tenant shall be obligated to: (select 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: _____

_____.

OPERATING STANDARDS.

As part of this Agreement, and all other co-working space agreements on the Premises, the Tenant and the tenants agree to the following standards to conduct:

Individuals or businesses will not conduct any activity within the Premises that, in the opinion of the Landlord, creates excessive traffic or interferes with the co-working experience of other tenants;

It is prohibited for an individual or business to advertise or display identifying signs or notices on any part of the Premises without the Landlord's express written consent;

Any common areas of the Premises shall be kept clean after use by tenants. Among these are conference rooms, call areas, coffee and snack areas, visual equipment, and any other areas used by other tenants;

It is prohibited for tenants to smoke anywhere on the premises; and

The tenants are expected to conduct themselves in a courteous manner towards all other tenants.

To ensure that tenants are in a good co-working environment, the landlord reserves the right to make other reasonable rules and regulations from time to time.

WAIVER.

Under this Agreement, the Landlord shall not be liable for any interruptions or errors in the performance of the services. The Tenant waives any and all claims against the Landlord arising from the disruption of services, specifically, any telecommunication utilities on the Premises. The Landlord is also not liable for any loss, damage, expense, or injury caused to persons or Tenant's property as a result of mistakes, omissions, interruptions, delays, errors, or defects in any transmissions provided in the course of providing telecommunications services, nor any claim for business interruption or consequential damages.

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 in the event their agents, employees, invitees, and/or licensees commit any act of negligence while on the Premises.

DEFAULT.

If the Tenant violates any portion of this Agreement, they will be considered in default. Upon discovery of a violation of this Agreement by the Tenant, the Landlord shall notify the Tenant that the violation must be corrected within forty-eight (48) hours or this Agreement shall immediately terminate.

NOTICES.

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

TIME IS OF THE ESSENCE.

Time is of the essence in relation to the Tenant's performance and all covenants, terms and provisions of this Agreement.

SEVERABILITY.

In the event that any provision or application of this Agreement is invalid or unenforceable for any reason or to any extent, the remainder of this Agreement and its application to other individuals, entities, or circumstances shall not be affected, but will instead be enforced to the fullest extent legally possible.

INDEMNIFICATION.

If any damage or injury occurs on the Premises, or any part thereof, or in the common areas thereof, the Landlord shall not be responsible to the Tenant or to any other person, or any property. Unless the Landlord's negligence has been the sole cause of the claims or damages, the Tenant agrees to hold the Landlord harmless. Purchasing renter's insurance is recommended at the tenant's expense.

GOVERNING LAW.

This Agreement is to be governed construed, and enforced under the laws of the State of _____

ADDITIONAL TERMS AND CONDITIONS.

ENTIRE AGREEMENT.

In this Agreement, the parties have agreed to all the terms relating to its subject matter, including any attachments and addendums. The terms and conditions of this Agreement replace all previous discussions, understandings, and oral agreements. Tenant and Landlord agree to the terms and conditions and shall be bound by them until the lease term expires.

IN WITNESS WHEREOF, this Agreement has been executed by both parties on the dates set forth below.

Signature of Landlord _____ **Date:** _____

Name in Print: _____

Signature of Tenant _____ **Date:** _____

Name in Print: _____