

# CO-WORKING SPACE AGREEMENT

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

Landlord: Richard and Monica Duncan (“Landlord”) of:

104 E 8th Ave, Emporia, KS 66801

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: 104 E 8<sup>th</sup> Ave Emporia, KS 66801.

Room Number: \_\_\_\_\_

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 10 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: (check one)

- Terminate.

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

Per the time specified and scheduled on [emporiacoworking.com](http://emporiacoworking.com)

**IV. SERVICES.** The Tenant shall be provided with the following as part of this Agreement:

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

At any time based on availability. A schedule will be available for blocking off times and tracking availability. Depending on usage, time may be limited per day so every tenant has reasonable access.

- Directory. The Landlord shall allow the Tenant to display their personal and/or business name on any available online or other published material describing the Premises.
- 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.
- Mailboxes. The Tenant shall have access to receive mail. Mail would be delivered to 802 Mechanic St and then distributed to the office.
- Printing & Copying. The Tenant has access to a shared mono multifunction printer that is included for printing and copying as needed. Will be no charge for under 500 pages per month.
- Workstations. Use of any common areas 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: 5 PM

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.

Tenant will have access through perimeter doors by either using a provided key or 4-6 digit code assigned to the Tenant. The interior door to office will be accessed through a different provided key. Each office is unique and only Tenant and Landlord.

**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 \$\_\_\_\_\_ (“Security Deposit”). The Security Deposit shall be held by the Landlord until this 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 \$30 for every instance this should occur.

**VII. RATE.** The Landlord agrees to allow the Tenant to occupy the Premises in exchange for a(n): (check one)

- Hourly Rate. The Tenant shall be charged \$\_\_\_\_\_/hour for the use of the Premises. Any un-completed hour shall be pro-rated.

- Monthly Rate. The Tenant shall be charged \$\_\_\_\_\_ /month for the use of the Premises. All payments will be made on the \_\_\_\_\_ of the month.

- Annual Rate. The Tenant shall be charged \$\_\_\_\_\_/year for the use of the Premises. This payment shall be due by \_\_\_\_\_, 20\_\_\_\_\_.

- Rate as agreed to on [emporiacoworking.com](http://emporiacoworking.com).

**VIII. LATE PAYMENT FEES.** If any payment or charges due by the Tenant to the Landlord are not made within 5 calendar days, the Landlord shall: (check one)

- Charge a late fee in the amount of:

\$5 due shall accumulate for each day rent is late.

- Not charge a late fee.

**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 802 Mechanic St Emporia, KS 66801.

**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 of the State of Kansas.

**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: \_\_\_\_\_