

# CO-WORKING SPACE AGREEMENT

**I. THE PARTIES.** This Co-Working Space Agreement (“Agreement”) is by and between: Triplett and Adams Properties, LLC (“Landlord”) AND \_\_\_\_\_ (“Tenant”). 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 co-working space within 140 S. Friendship Drive, New Concord, OH 43762 hereinafter known as the “Premises”.

**III. TERM.** This Agreement shall start on the date of the last party signing this agreement and continue on a Month-to-Month Basis. This Agreement shall continue until either of the Parties gives notice of at least 15 days from the next payment date.

**IV. SERVICES.** The Tenant shall be provided with one of the following space options:

Hotdesk basic: 10 days cubicle space, Internet access, 5 hours meeting space, \$90 / mo.

Hotdesk premium: 20 days cubicle space, Internet access, 5 hours meeting space, \$150 / mo.

Small office: Private locked office (approx. 9X9), internet, 10 hours meeting space, \$200 / mo.

Mid-sized office: Private locked office (approx. 12X12), internet, 10 hours meeting space, \$250 / mo.

Large office: Private locked office (approx. 15X15), internet, 12 hours meeting space, \$350 / mo.

Tenant has access to use the common meeting spaces for the number of hours specified. Tenant must reserve the space at the following online address: <https://www.picktime.com/9939a058-f002-49e7-85da-54537c5c0c3f>

**V. BUSINESS HOURS.** The business hours of the Premises are 24/7. 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 to 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 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 \$35.00 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 as specified in section IV (Services) to be paid in advance of each month’s use. The first payment is due at the start of each month and all subsequent payments are due on the first day of each subsequent months while this agreement is in force.

**VIII. LATE PAYMENT FEES.** If any payment or charges due by the Tenant to the Landlord are not made within 15 calendar days, the Landlord shall charge a late fee in the amount of \$15.00 per day for each day past due.

**IX. PETS.** 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.

Please sign and return to [ltriplett@triadlabs.com](mailto:ltriplett@triadlabs.com).

**X. OTHER FEES.** In addition to the Rate mentioned in Section IV, the following fees and payments apply:

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**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:

- a. 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;
- b. 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;
- c. 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;
- d. All tenants are prohibited from smoking in any area of the Premises; and
- e. All tenants are to operate in a way that is courteous with all other individuals.
- f. 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 for Landlord shall be sent to [ltriplett@triadlabs.com](mailto:ltriplett@triadlabs.com).

**XV. 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.

**XVI. 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.

Please sign and return to [ltriplett@triadlabs.com](mailto:ltriplett@triadlabs.com).

**XVII. GOVERNING LAW.** This Agreement is to be governed under the laws of the state of Ohio.

**XVIII. 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.

Tenant's Name \_\_\_\_\_

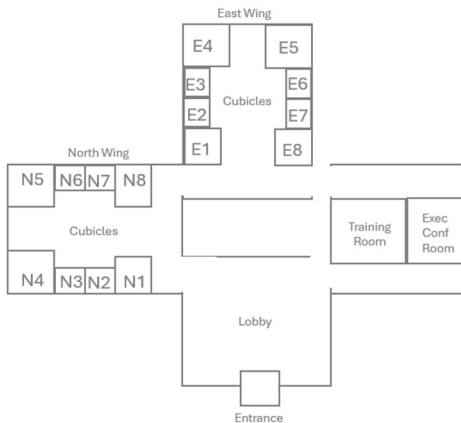
Tenant's company \_\_\_\_\_

Tenant's email address \_\_\_\_\_

Tenant's phone \_\_\_\_\_

Selected space and rental fee (checkmark selected space)

- \_\_\_ Hotdesk Basic: 10 days cubicle space per month, \$90/mo.
- \_\_\_ Hotdesk Premium: 20 days cubicle space per month, \$150/mo.
- \_\_\_ Small private office: \$200 per month (circle preferred office)
- \_\_\_ Mid-sized private office: \$250 per month (circle preferred office)
- \_\_\_ Large private office: \$350 per month(circle preferred office)



Tenant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please sign and return to [ltriplett@triadlabs.com](mailto:ltriplett@triadlabs.com).