

## Use Agreement for Shared Office WorkSpace

This Use Agreement (Agreement) is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MCS Executive Suites & Business Center LLC (the Provider) and \_\_\_\_\_ (the Customer). The effective date of this Agreement is \_\_\_\_\_, \_\_\_\_\_ 20\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_ 20\_\_\_\_.

Under this Agreement, the Provider permits the Customer to use the designated Office WorkSpace (Resource) until the end of the agreed upon period. The Agreement set out in this document includes any agreed upon amendments or extensions during or after the signing of this Agreement.

### A. Reservation of Resources

For this Agreement, the Resource(s) is/are as described below. Multiple Resources may be reserved. All resources include the cost and/or usage of utilities, internet access, and reception services when available. Not all resources include 24/7 access.

#### 1. Private Office Space: Furnished or Unfurnished Office WorkSpace

- a. Furnished  Unfurnished \_\_\_\_\_ Square Footage \_\_\_\_\_ (if applicable)
- b. Location 175 Carnegie Place Suite Fayetteville, GA 30214  
Space ID # Room
- c. Election Type: Monthly\*  Weekly \_\_\_\_\_ Daily \_\_\_\_\_ Hourly \_\_\_\_\_
- d. Lock Code (if Monthly) \_\_\_\_\_

\*Monthly Office Spaces are a 3-month minimum and MAY require a partially refundable security deposit equal to the fees for one full month's usage. After 3-months, the Monthly Office WorkSpace is automatically extended month to month until notice is given of intent to terminate the usage agreement.

#### 2. Semi-Private Office WorkSpace or Dedicated Desk

- a. Location \_\_\_\_\_ Space ID # \_\_\_\_\_
- b. Election Type: Monthly\* \_\_\_\_\_ Weekly \_\_\_\_\_ Daily \_\_\_\_\_ Hourly \_\_\_\_\_
- c. Lock Code (if Monthly) \_\_\_\_\_

\*Monthly Semi-Private Office WorkSpaces are a 3-month minimum and MAY require a partially refundable security deposit equal to the fees for one full month's usage. After 3-months, the Monthly Semi-Private Office Space is automatically extended month to month until notice is given of intent to

terminate the usage agreement.

3. Workstation or Hot Desk

- a. Laptop Station \_\_\_\_\_ Computer Station \_\_\_\_\_
- b. Location \_\_\_\_\_ Space ID # \_\_\_\_\_
- c. Election Type: Weekly \_\_\_\_\_ Daily \_\_\_\_\_ Hourly \_\_\_\_\_

4. Conference or Meeting Room

- a. Location \_\_\_\_\_ Space ID # \_\_\_\_\_
- b. Election Type: Monthly\* \_\_\_\_\_ Weekly \_\_\_\_\_ Daily \_\_\_\_\_ Hourly \_\_\_\_\_

**B. Usage Fee for Resource(s) and Payment Terms**

The usage fee of the selected resource(s) total \$ \_\_\_\_\_ per \_\_\_\_\_ and is due prior to the use of Resource if Daily, Weekly or Monthly or upon completion of use if Hourly. A 5% additional fee may be assessed for any payment not received when due. Weekly and monthly payments are considered paid timely when received no later than 11:59 pm on the due date if paying online or by 7 pm if paying by mail or in person. Postmarking does not count as timely receipt. Payments may be called in until 7 pm and are subject to a 3% processing fee. Payments can also be mailed or delivered in person to: 175 Carnegie Place, Suite 105, Fayetteville, GA 30214 during regular business hours.

**C. Provider Responsibilities**

- 1. We permit the Customer to use the Resource until the end of the Agreement period or earlier if ended in accordance with this Agreement.
- 2. We agree to provide utilities, internet access, janitorial, and common area maintenance services to the Customer.
- 3. We agree to maintain the facilities and equipment in optimal working order.

**D. Customer Responsibilities**

- 1. You agree to:
  - a. Keep the Resource tidy;
  - b. Use the Resource (or other such space as given access by Customer) and any furniture and equipment provided in a reasonable manner;

- c. Pay the Usage Fee on or before the due date. Acceptable payment methods are check, ACH, Zelle, debit card, credit card or online. Card payments in excess of \$200 may incur an additional 3% processing fee. Cash is not generally accepted.
  - d. Comply with all current laws and legislation applicable to your use and occupation of the Resource;
  - e. Conduct your business from the Resource in a way that does not interfere with us or with any other occupants of the property. Any act or omission on the part of any of your guests or employees is deemed to be the act or omission of you;
  - f. Vacate the Resource promptly at the end of the Agreement period or extend the usage period in a timely fashion;
  - g. Indemnify us from and against all costs, losses, claims and demands arising out of any breach by you of any of these terms of Agreement.
2. You agree not to:
- a. Block or interfere with our right of possession and control of the Resource;
  - b. Obstruct access to or within the Resource;
  - c. Use or allow any other person to use the Resource or the property as his or her registered office without our express written consent. If we request in writing that this must stop, you must comply immediately and make sure that anyone using the office as its registered office stops;
  - d. Bring any office furniture into the Resource space or install or connect to any utility or electronic or telecommunication service in the space except as is permitted by us in writing in our absolute discretion. Exceptions to this include permitted office furniture such as file cabinets, additional guest chairs or small tables, as long as these items fit into the provided Resource without over-cluttering the space or presenting a hazardous or unsanitary condition;
  - e. Change the Resource space in any way without prior written consent;
  - f. Move any fire extinguishers unless required to do so in the event of an emergency;
  - g. Tamper with any electrical control panels, modems, routers, security cameras, alarm systems, or outlets unless an outage occurs, and a manual reset is required. The Provider must be immediately made aware of any instance such as this and must FIRST be given the opportunity to address the issue prior to the Customer addressing the issue;
  - h. Cause any nuisance or inconvenience to us or other occupiers of the Resource or on the property;
  - i. Do anything that may bring the Provider and Property into disrepute or that may affect any other Customer;

- j. Display anything on the windows or doorways of the Property without our written consent;
  - k. Cause any damage to the Resource space, property the Resource is located on, or any furniture or equipment belonging to the Provider.
3. The Customer agrees and confirms that nothing in this Agreement creates the relationship of landlord and tenant, or confers on you any security of tenure, and acknowledge our right at any time to alter the location within the Property of the Resource or Space. Furthermore, this Agreement constitutes a General Service Agreement, in this instance, the provision of short-term Resources, described as “office spaces”, “co-working spaces” and “shared spaces”.
  4. This agreement is personal to the Customer and is not capable of assignment.
  5. Where the Customer is more than one natural or legal person, your liability is joint and severable.

#### **F. Termination**

This Agreement can be terminated:

1. By not less than 30 days written notice given by either party to the other, if a monthly agreement; -or-
2. Immediately on written notice from us to you in the event that the property and or Resource becomes unusable or inaccessible due to fire, explosion or any other cause. In such case, any advance payment by the Customer for the period after that date will be repaid to the Customer; -or-
3. By not less than three (3) days’ notice in writing from the Provider to The Customer in the event the Customer committed a breach of your obligations under this Agreement, including failure to timely pay service fees due or disruptive conduct or illegal acts; -or-
4. Immediately or upon written notice by the Provider that notice has been received that the Customer has suffered an event of insolvency including receivership, administration, bankruptcy or liquidation.

Any notice by the Provider to the Customer will be considered sufficiently served if left or posted at the Resource, or emailed to the Customer’s provided email address.

This agreement shall be governed and interpreted according to the laws of the State of Georgia, County of Fayette, and all disputes arising under this Agreement, including non-contractual disputes or claims, shall be subject to the exclusive jurisdiction of the State of Georgia, Fayette County court system.

AGREED as to content:

\_\_\_\_\_  
Signature of User (electronic signature accepted)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Management

\_\_\_\_\_  
Date Signed

Initials: \_\_\_\_\_