

DeskHopper Office Share Agreement

THIS AGREEMENT, is made and entered into this _____ day of _____, 2024, by and between Serra Law Group, LLC, doing business as DeskHopper (“Office”) and _____, (“PROFESSIONAL”). OFFICE operates a suite of offices with support services in a building located at 3594 U.S. Highway 22, Branchburg, New Jersey 08876 and PROFESSIONAL desires to utilize such space and services.

1. **TERM.** The term of this Office Share Agreement (“Agreement”) shall be for three (3) months beginning on _____, 2024 and ending on _____, 2024. Unless otherwise agreed to by the parties, the term shall automatically be renewed after the expiration of each three-month period on the same conditions and terms.

2. **SERVICE CHARGE.** PROFESSIONAL agrees to pay the sum of Two Hundred Seventy-Five Dollars (\$275) per month, payable in advance on the first day of each month, for access to the building as set forth in paragraph 6 (**SERVICES**) of this Agreement (“Service Charge”). Upon execution of this Agreement, PROFESSIONAL agrees to pay the first month’s Service Charge in advance.

3. **DEPOSIT.** PROFESSIONAL will pay a deposit equal to 1.5 times the Service Charge. This deposit is not to be regarded as the last month’s Service Charge, nor is it to be considered a security deposit on a tenancy interest or leasehold estate.

4. **NATURE OF THE AGREEMENT.** This Agreement creates no tenancy interest, leasehold estate or other real property interest in the PROFESSIONAL’S favor with respect to access to the office space as contemplated in this Agreement. The PROFESSIONAL is neither an employee nor an agent or contractor of the OFFICE. The Agreement is personal to the PROFESSIONAL and cannot be transferred or assigned to anyone else without written consent from OFFICE. OFFICE may transfer its interests in and obligations under this Agreement at any time.

5. **RIGHT TO CANCEL.** The parties are bound to fulfill the requirements of this Agreement for the three-month period noted herein and for any extension of the three-month period. At the end of any such three-month period, either party may cancel the Agreement without any obligation to the other party, for cause or no cause. Office has the right to apply the security deposit to any unpaid fees.

6. **SERVICES.** The monthly Service Charge shall include PROFESSIONAL’S unlimited access to the building (a floating desk) between the hours of 9:00 am and 5:00 pm, Monday through Friday. Services shall also include up to 10 hours access to one of the OFFICE’S private conference rooms, as per the OFFICE schedule. Amenities include those as per the attached Schedule “A.” Additional services are available at rates established by OFFICE from time to time.

7. **LATE PAYMENT.** If Service Charges are not paid by the fifth day (5th) of the month in which due, there shall be added to the amount due a late payment charge of five percent (5%) of the amount due. OFFICE shall have the right to exclude PROFESSIONAL from accessing the office space if the Service Charge is ten days late. A thirty-dollar (\$30) service fee will be assessed for any returned check.

8. **SIGNAGE.** PROFESSIONAL is prohibited from putting up any signs or advertisements in or about the interior and exterior of the building without prior written approval of OFFICE.

9. **UTILITIES & CLEANING.** The Service Charge shall include all utilities, including electricity and water, as well as all cleaning, repairs and maintenance for the office. Heating and air conditioning shall be available at temperatures and times that shall be reasonable and comfortable.

10. **TELEPHONE EQUIPMENT.** Telephone equipment is not included in this Agreement and PROFESSIONAL is expected to use their own personal cell phone. For an added fee, OFFICE can arrange access to a phone for the PROFESSIONAL.

11. **VOICE MAIL.** Use of one voice mailbox per extension is included in the Service Charge. PROFESSIONAL agrees to pay OFFICE Twenty-Five Dollars (\$25.00) per month for each additional voice mailbox requested. Payments will be made in advance on the first day of each month, including any provision for partial months.

12. **FURNITURE.** OFFICE will supply all furniture. PROFESSIONAL is prohibited from bringing their own furniture, including chairs, tables, work stations, etc, without the written consent of OFFICE.

13. **PARKING.** OFFICE shall provide parking for the non-exclusive use of PROFESSIONAL and its invitees.

14. **USE.** PROFESSIONAL agrees to use the office space exclusively for office activities, consistent with its principal business as reflected in its application on file with OFFICE. Use of the space as contemplated by the Agreement is personal to the PROFESSIONAL and may not be extended or assigned to any other person, company or entity without the prior written consent of OFFICE.

15. **NO RETAIL USE.** Use of a “retail” nature, involving frequent visits by members of the public to purchase goods and products, is not permitted.

16. **PROHIBITES ACTIVITIES.** PROFESSIONAL is strictly prohibited from engaging in any unlawful or otherwise detrimental activities to the operator, property, or community. This shall include, though not be limited to both the physical and digital space, forbidding things like hacking, data theft, or anything else that damages, disables, or impairs anyone else’s use of the service or quiet enjoyment of it. PROFESSIONAL is prohibited from using any machinery, chemicals or other materials that will increase the fire hazard, cause any abnormal amount of noise, create any smell or use an abnormally large amount of electricity. **Any violation of the provision shall give OFFICE the right to exclude PROFESSIONAL from accessing the office space at the sole discretion of OFFICE.**

17. **DAMAGE.** OFFICE shall not be liable for any damage to personal property owned by PROFESSIONAL or its invitees unless the damage is caused by OFFICE’S gross negligence or willful misconduct, or that of its employees. PROFESSIONAL shall indemnify and hold harmless OFFICE, its employees and agents, from and against any and all claims and liability caused by PROFESSIONAL or its invitees.

18. **TEMPORARY INTERRUPTION OF SERVICE.** In the event of a temporary interruption of services, including though not limited to electric or internet access, not directly caused by OFFICE, PROFESSIONAL shall not be entitled to a reduction in the Service Charge.

19. **NUISANCE.** PROFESSIONAL shall control its conduct and that of its employees, agents and invitees in such a manner as not to create a nuisance nor interfere with nor disturb the activities of others working in the OFFICE building.

20. **PROPERTY LEFT ON PREMISES.** All property left in the OFFICE building by PROFESSIONAL after expiration, cancellation or termination of this Agreement shall be deemed to be abandoned in which case OFFICE shall have the legal right to dispose of any such property without any liability to the PROFESSIONAL.

21. **NO HIRING OF OFFICE STAFF.** PROFESSIONAL agrees not to hire any of the staff members of OFFICE for a period of one year following the cancellation, expiration or termination of this Agreement. This prohibition shall apply to all persons employed by OFFICE during the term of this Agreement.

22. **RULES AND REGULATIONS.** PROFESSIONAL shall observe and comply with the rules and regulations reasonably promulgated by OFFICE from time to time.

23. **AGENTS AND BROKERS.** PROFESSIONAL and OFFICE represent they have had no dealings with any real estate agent, broker, salesman, manager, or finder in connection with securing this Agreement. PROFESSIONAL and OFFICE agree to indemnify and hold each other harmless from any cost, lien, claim, or expense of any other such agent, broker, salesman, or finder incurred in connection with this Agreement resulting from the actions of the other in this regard.

24. **INSURANCE.** PROFESSIONAL shall be responsible for arranging insurance for the property they bring to the office building and covering any potential liability claims.

25. **SMOKING IS PROHIBITED.** Smoking is prohibited within the premises at any time.

26. **NOTICES.** All notices given pursuant to the Agreement may be sent by U.S. mail or via email.

27. **ENTIRE AGREEMENT.** This agreement shall replace all prior negotiations, agreements or representations and may only be modified in writing signed by both parties.

28. **GOVERNING LAW.** This Agreement shall be construed under the laws of the State of New Jersey. In the event of litigation, venue shall be Hunterdon County, New Jersey.

AGREED to as of the date first above written.

Dated: _____

Anthony J. Serra
OFFICE

Dated: _____

PROFESSIONAL

SCHEDULE A

LIST OF AMENITIES

Basic Amenities (Available to EVERYONE)

1. Access to a workstation during regular business hours (9:00 am to 5:00 pm)
2. Access to large and medium size conference rooms (up to 10 hours per month included in the basic monthly fee)
3. Free Wi-Fi
4. All utilities included
5. Live Receptionist during business hours (does not include phone answering service)
6. Exclusive phone number and options for answering calls
7. Post office address (including incoming and outgoing mail)
8. Access to a copier
9. Access to a scanner
10. Access to a shredder
11. Google group to allow for "brain picking" and collaboration
12. Website building consultation services available at a discount
13. Notary public services
14. Free Zoom and video conferencing services
15. Access to full kitchen
16. Access to coffee bar

BONUS Amenities Specific to Lawyers

1. Access to legal research (on-line Lexis)
2. Access to legal forms
3. Court appearances via online video
4. Website building consultation services available at a discount (LawLytics)
5. Clio practice management consultation services available at a discount
6. Networking with other attorneys