

# Chicago Virtual Office Terms and Conditions

The following Terms and Conditions are a material part of the Office Service Agreement by and between the Center and Client identified on the Summary of Terms to which this is attached.

## **1. OFFICES; STANDARD SERVICE FEES.**

As a client of the Center, you have the use of the common areas in the Center on a shared basis with other clients and in accordance with the policies established by the Center. You will have access to the Center during normal hours of operation for the Center, currently 8:30 a.m. to 5:30 p.m. Monday through Friday, excluding holidays. These hours may change with 30-days prior written notice.

## **2. ADDITIONAL SERVICES.**

The Center offers various services to its clients on an as requested basis for fees established by the Center. We will provide a fee schedule for available services upon your request. The fee schedule is subject to change from time to time without prior notice. Fees are billed to your account and are payable per Paragraph 3 below. The Client is liable for all fees for services requested or authorized by Client's employees or other persons with apparent authority to act on your behalf.

## **3. PAYMENTS; DEPOSITS.**

Upon execution of this Agreement, you are obligated for the monthly service fee for the entire term of this Agreement. The standard service fee is payable in monthly installments in advance on the 1st of every month (the "payment due date"). Fees for additional services billed to your account during the preceding period and all applicable sales or use taxes are also due and payable on the payment due date. You agree to pay a late fee equal to 10% or \$50.00 (whichever is greater) of any amount not paid by the 5th of the month. Upon execution, you must pay the first month's standard service fee, set-up fee and refundable deposit (equal to two month's standard service fee) specified in the Schedule of Terms. Deposits will not be kept in a separate account from other funds of Center and no interest will be paid to you on any deposit moneys we hold. Deposits may be applied to any fees or other amounts due and unpaid at any time in our sole discretion. If so applied, we may require you to replenish the deposit to the amount originally required or to a greater amount, if we determine necessary based on your payment history. The deposit (less amounts applied to your obligations hereunder) will be refunded to you approximately sixty (60) days after the end of the term of this Agreement.

#### **4. USE.**

You may only use the Center for the conduct of the business identified in the Schedule of Terms and for no other purpose. You will observe and strictly comply with all Rules and Regulations of the Center and the Building in effect. The Center's current Rules and Regulations are attached hereto. We reserve the right to amend or supplement the Rules and Regulations at any time by informing you in writing of any such change. You are responsible for ensuring that all persons present in the Building or the Center at your invitation or request also comply with the Rules and Regulations.

#### **5. LIMITATION OF LIABILITY.**

You acknowledge that due to the imperfect nature of verbal, written and electronic communications, neither the Center, the Building landlord nor their respective officers, directors, employees, agents or affiliates shall be responsible for damages, direct, indirect or consequential, resulting in whole or in part from the failure to furnish any service, including conveying telephone messages, faxes and other communications. Your sole remedy and our sole obligation for any failure to render any service, any error or omission, delay or interruption of any service, is an adjustment to your account for the charges for such service for the period during which the failure, error, delay or interruption continues. No adjustment will be made if the failure, error, delay or interruption of service occurs while you are in default under this Agreement. With the sole exception of the remedy set forth in the immediately preceding paragraph, Client expressly and specifically waives and agrees not to make any claim for damages, direct, indirect or consequential, including but not limited to damages for lost business or profits, arising out of any failure to furnish any service, any error or omission with respect to any service, or any delay, interruption or suspension of services for any reason. To the fullest extent permissible under applicable law, Center disclaims any and all warranties with respect to the services provided or to be provided to Client, with respect to the Facility, the Building and any property or service related thereto, whether or not specifically mentioned herein, including any warranty of merchantability or fitness for a particular purpose.

#### **6. LICENSE AGREEMENT.**

This Agreement is not a lease and does not create any interest in real property. This Agreement is a contractual arrangement under which the Client is granted a license to use certain areas of the Center upon payment of the fees and charges set forth herein. Center retains sole and exclusive legal possession and control of the entire Center. This Agreement terminates simultaneously with the termination of Center's lease or the termination of the operation of Center for any reason. You acknowledge that you do not have any rights under the Center's lease with the Building landlord.

#### **7. DAMAGES AND INSURANCE.**

You are responsible for any and all damage to the Center, the Building or any personal property of others therein if such damage is caused by you, your employees, agents, contractors, invitees or guests.

#### **8. WAIVER AND INDEMNITY.**

You acknowledge and agree, on behalf of yourself, your employees, agents, invitees and guests, that the Center is not responsible for damage to or loss of any personal property in the Center (whether such personal property belongs to you, your employees, agents, invitees or guests or is otherwise under your control), nor for any claims for damages for personal or bodily injury or death suffered by you, your employees, agents, invitees or guests, whether caused by the act or omission of the Center or its employees or any other person or event, including our own negligence, and you hereby waive all such claims and rights of recovery against the Center, its affiliates, and their respective officers, directors, employees and agents (collectively, the "Center and its affiliates"). You agree to indemnify, defend and hold the Center and its affiliates harmless from all claims for personal or bodily injury or death unless caused solely and directly by our gross negligence. You further agree to indemnify, defend and hold the Center and its affiliates harmless from all claims for loss or damage suffered by or claimed against the Center or its affiliates, directly or indirectly, arising, in whole or in part, from (a) your use of the Center or the conduct of your business therein, (b) any negligent act or omission of Client, its employees, contractors, agents, invitees or guests, and (c) your breach of this Agreement.

#### **9. DEFAULT.**

If you fail to pay any service fees or other charges when due and that failure continues for five (5) days after we notify you in writing or if you fail to perform or observe any other term of this Agreement and that failure is not corrected within ten (10) days after we notify you in writing, you will be in default of this Agreement. If the failure in performance cannot be corrected or if you repeatedly fail to perform your obligations, or if you engage in any illegal conduct in or about the Center or the Building, you shall be in default immediately upon the occurrence of such event without any notice and without any opportunity to cure.

#### **10. REMEDIES.**

On default, we take any one or more of the following actions, without resort to legal process and without further notice to you:

- a. Terminate this Agreement;
- b. Demand immediate payment of all unpaid fees and charges, including all standard service fees for the remainder of the term of the Agreement, including any extensions;
- c. Deny you access to the Center and cease providing any or all services including telephone service;

- d. Pursue any other remedies allowed by law.
- e. In the case of default, Center is not responsible for the condition of personal items left on premises by Client.

#### **11. NO WAIVER.**

If we accept partial performance or payment from you, it will not constitute a waiver of our rights for your default. No matter how many times we allow a default or variance in your performance, we may at any time, without notice, require strict adherence to this Agreement, prohibit future variances or pursue our remedies for existing defaults. This Agreement can only be amended in a writing signed by the Center and the Client and no conduct by the parties will change the terms of this Agreement. You acknowledge that we may pursue our remedies for your default in whatever order or manner we chose. If we elect to terminate services to you upon your default, we are not limiting in any manner any other right or remedy we may have.

#### **12. RESTRICTION ON HIRING.**

During the term of this Agreement and for six (6) months afterwards, you agree that you will not solicit or offer employment to any of the Center's employees. If you breach that agreement or if you hire one of our employees during that period, you must compensate us for the loss and damage we will suffer as a consequence and you agree to pay us the equivalent of one year's salary for each of the employees concerned.

#### **13. MISCELLANEOUS.**

a. All required notices are to be in writing and shall be hand delivered or sent by USPS registered or certified mail, postage prepaid or reputable overnight delivery service with proof of delivery, addressed to the Center or to the Client at the address set forth in the Schedule of Terms.

b. In the event a dispute arises under this Agreement, you agree to submit the dispute to mediation. If mediation does not resolve the dispute, you agree to submit the matter to binding arbitration. The non-prevailing party shall pay the prevailing party's attorney's fees and costs of the arbitration, all as determined by the arbitrator. Furthermore, if a court decision prevents or if we elect not to submit the dispute to arbitration, then the non-prevailing party as determined by the court shall pay the prevailing party's reasonable attorney's fees and costs. Nothing in this paragraph will prohibit the Center from seeking equitable relief including without limitation any action for removal of the Client from the Center after the license has been terminated or revoked.

c. Where this Agreement recites a particular example of the general statement, the inclusion of the particular example does not exclude any other particular instance or circumstance or limit

the applicability of the general statement. Thus, when the phrase 'including' is used in this Agreement, it means 'including but not limited to.'

- d. This Agreement is governed by the laws of the state in which the Center is located.
- e. If client is not paying Center for a service that includes use of the mailing address, client is PROHIBITED from using Center address in print, or otherwise, as Client's business address.
- f. Client may not assign this Agreement without our prior written consent, which will not be unreasonably withheld. We reserve the right to assign this Agreement and delegate our responsibilities hereunder.
- g. The Agreement, consisting of the Schedule of Terms, the Terms and Conditions and the Rules and Regulations, is the entire Agreement between Client and Center and supercedes any and all prior agreements, written or oral.

The Rules and Regulations are intended for the safety, comfort and well-being of all clients of the Center and the tenants of the Building in which the Center is located.

1. Client recognizes that the Center is a professional environment and will maintain the Center and dress accordingly. Entrances, hallways, stairways and elevators shall not be obstructed or encumbered by any client or used for any purpose other than ingress and egress. Nothing shall be placed or left in the common areas of the Center, and the common areas of the Center (kitchen, reception area, hallways) shall not be used to conduct any personal business, such as meetings or phone conversations. The common areas of the Building are under the control of the Building owner and shall be used by clients in strict accordance with the rules and requirements of Building Landlord.
2. No bicycles, vehicles or animals of any kind shall be brought into the Building or the Center except working dogs assisting disabled persons nor shall any flammable, combustible, explosive, hazardous or toxic fluid, chemical or substance be brought into the Center.
3. All deliveries must be coordinated through us and will take place in such manner and during such hours as the Center may require. We reserve the right to inspect all deliveries brought into the Center and to exclude any deliveries, which violate these rules and regulations or those of the Building. The Center is not liable for any damages or claims arising from deliveries accepted on behalf of client. We also reserve the right to exclude from the Center at all times any person who is not known or does not properly identify him or herself to Center staff. We may require all persons entering or leaving the Center to register. Each client is responsible for all persons who enter the Building at the request or invitation of such client or to conduct business with the client. Unless otherwise arranged with the Center manager, packages/deliveries may not be stored at Center for more than 48 hours. If packages are left at center longer then this, Metro

will not be liable for its loss or contents, and additionally, a storage fee of \$5/day/item will be incurred.

4. Clients may not use any part of the Center for sleeping or for any illegal purpose.
5. Only the Center, its staff and the vendors designated by us may provide or perform services for clients of the Center. No client shall provide or offer to provide services to other clients of the Center, nor solicit other clients for services. The employees of the Building management are not available to perform any services for clients and shall not be requested by any client to perform any services or do any work. Contact with Building management is exclusively through the Center.
6. Clients may not use the name of the Center or the Building in any of client's advertising. During the term of the Agreement, client may use the address of the Center as its business address. Center will comply with the Postal Service regulations regarding Client's mail. Upon termination of the Agreement, client must notify all parties with whom client does business of their change of address. No client may file a change of address form with the Postal Service. All telephone, facsimile numbers and IP addresses are and remain the sole property of the Center and no numbers will be transferred to any client. For thirty (30) days after the expiration of the Agreement and client's departure from the Center, we will provide a client's new telephone number and address to incoming callers and will hold or forward mail, packages, and facsimiles at no cost to the client. Thereafter, those services remain available to clients at the then applicable fees. At the time of termination, Client will be required to fill out a "Destroy, Hold or Mail" form.
7. The Center will assess a charge of \$75.00 along with any applicable late fees for any check that is dishonored for any reasons. Checks are accepted in payment of fees and charges subject to collection and if a check is dishonored and returned, it will be as if the payment represented by the check had never been made. If a client has two returned checks, thereafter, payment will only be accepted by credit card, cashier's check or certified funds.
8. If we have discontinued telephone or other services due to a default and thereafter agree to restore services and waive the default, we may require, among other things, that client pay a \$100.00 re-connection fee to resume telephone services.
9. Client shall escort all guests through the suite. No guests are permitted to walk freely around the suite.
10. To maintain suite security, Client shall keep all security doors closed and locked at all times.
11. Client will reserve any meeting facility (conference room/training room/virtual club/guest office) time for usage during business hours of 8:30 a.m. to 5:30 p.m. After hour usage must be pre-arranged and pre-approved and will be tracked.

We reserve the right to rescind, amend, alter or waive any of the Rules and Regulations at any time when, in our sole judgment, it is necessary, desirable or proper for the best interests of the Center and its clients. No rescission, amendment, alteration or waiver of any rule or regulation in favor of one client will operate in favor of any other client and we will not be responsible to any client for the non-observance or violation by any other client of any of the