

AGREEMENT FOR VIRTUAL & COWORKING OFFICE SERVICES

This AGREEMENT FOR VIRTUAL OFFICE SERVICES (the “Agreement”) is made by and between **Elite Office Suites, LLC**, (“Elite”), and **The Client** (“Client”). The parties hereby agree as follows:

1. **Services Provided:** Elite will provide the services selected below to Client on a nonexclusive basis:

Service	Elite Bronze	Elite Silver	Executive Gold	Elite Executive Platinum
Receipt of mail	x	x	x	x
Receipt of FedEx and UPS shipments	x	x	x	x
Receipt of faxes at Elite Office Suites corporate fax number	x	x	x	x
Complimentary parking	x	x	x	x
Dedicated phone number		x	x	x
Dedicated phone number forwarded to your own number		x	x	x
Personalized live call answering			x	x
Call forwarding to extension or cell phone			x	x
Dedicated voice mail/voice mail to email			x	x
Hot desk hours			2*	2*
Private office hours per month	0	0	0	2*
Meeting room hours per month	0	0	0	2*
Complimentary coffee, tea, & water	x	x	x	x
Receptionist to greet clients	x	x	x	x
Guest Wi-Fi/fiber optic internet	x	x	x	x
24-hour security	x	x	x	x
Setup Fee	\$50	\$50	\$50	\$50
Monthly Rate	\$80	\$100	\$200	\$250

*Based on availability & by reservation only

Optional & Add-On Services:	Fee:
Mail Forwarding: Every Friday Elite will collect and send Client's mail via USPS	Cost + 35% handling & overhead
Directory Signage: Client's name will be posted on Elite's front lobby directory display.	\$5/month
Business license hanging:	\$5/month
Additional DBA:	\$5/month
Additional non-related company with same owner:	\$20/company/month
Conference room for up to 8 or 10 people including whiteboard, video conferencing, domestic phone calls, and internet services (based on availability). *Please note there is an additional cost for international calls.	\$35/hour~\$200/day members \$40/hour~\$225/day non-members
Day small office rental for 1-2 people and internet services (based on availability).	\$20/hour~\$130/day member \$25/hour~\$150/day non-member
Day large office rental for 1-4 people and internet services (based on availability).	\$35/hour~\$225/day members \$40/hour~\$250/day non-members
Coworking workspace: Wi-Fi, 24-hour access, use of business address included. Additional amenities such as conference or copier usage will be billed on monthly invoice on a per usage basis.	\$100/week \$350/month Additional person: \$50/month

All selected services above shall hereafter be collectively referred to as the "Services."

- License:** This Agreement is not a lease, nor does it convey any interest in real property. It merely creates a revocable license. Elite retains legal possession and control of the facility located at 6810 N. State Rd. 7, Coconut Creek, FL 33073 (the "Facility"). This Agreement is subject to and subordinate to any underlying lease or contract of the building or related to the Facility.

3. **Advertising:** No Advertising of any type (newspaper, radio, direct mail, flyers, etc.) using the above address may be used by Client without prior written approval from Elite.
4. **Fees:** Fees for the selected Services shall be charged to Client's credit card on file (authorization form attached hereto as Exhibit "A") at monthly intervals to occur on the first day of each month. Upon the execution of this Agreement, Client shall pay a Setup Fee of \$50.00. Client shall maintain a valid credit card number on file with Elite. In the event of a failed attempt to charge the card on file, Elite reserves the right to charge Client a fee of \$5.00 per day the Client does not maintain a valid credit card on file with Elite.
5. **Virtual Office Term:** This Agreement shall be for a term of six (6) months ("Initial Term") and shall automatically renew for subsequent six (6) month terms unless earlier termination by either party.
6. **Coworking Term:** This Agreement shall be for a term of thirty (30) days ("Initial Term") and shall automatically renew each month without earlier termination by either party.
7. **Permitted Use:** Client agrees to use the Services only for legal purposes. Use of the Services for any illegal or illicit purposes shall be considered a breach of this Agreement and grounds for immediate termination.
8. **Nonsolicitation:** During the Term of this Agreement and for two (2) years thereafter, the Client shall not directly or indirectly induce or attempt to induce any of the employees or agents of Elite to leave the employ of Elite, or solicit the business of any client or customer of Elite or any consultant to Elite.
9. **Termination:**
 - a. After the Initial Term, Client may terminate this Agreement by providing thirty (30) days' written notice to Elite. Elite will continue to forward mail for Virtual Offices for one (1) month from the notice date (forwarding address must be provided, shipping & handling fees apply). Thereafter, Elite shall mark all mail "Return to Sender."
 - b. In the event Client breaches any term of this Agreement, Elite may terminate this Agreement immediately with cause and without penalty. Upon termination of this Agreement, Client agrees to remove Elite's address from any and all licenses, contracts, policies, etc. within thirty (30) days. Beginning with the thirty-first (31st) day, Elite may charge to the Client's card on file a penalty of ten dollars (\$10) per day for the use of Elite's address after termination.
10. **Default by Client:** In the event of a default by Client, Elite may pursue any other remedy now or hereafter available to it under the laws or judicial decisions of the state of Florida. Unpaid fees for Services and other unpaid monetary obligations of Client under the terms of this Agreement shall bear interest from the date due at the maximum rate then allowable by law. Elite shall be entitled to recover its attorney fees in any action against Client to enforce the terms of this Agreement.
11. **Default by Elite:** Elite shall not be in default unless Elite fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Client to Elite, specifying where Elite has failed to perform such obligation; provided, however, that if the nature of Elite's obligation is such that more than thirty (30) days are required for performance, then Elite shall not be in default if

- Elite commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.
12. **Notices:** Any notice under this Agreement must be in writing and must be sent by a mail service that provides proof of delivery such as email, to the last known address of the party to whom notice is to be given, as designated by such party in writing. Notice to Elite must be sent to the following address: Elite Office Suites, LLC, 6180 N. State Rd. 7, Coconut Creek, FL 33073 or caryn@eliteofficesuites.com.
 13. **No Assignment or Sublease:** No Assignment or sublease of this Agreement or any part thereof shall be made by Client without Elite's prior written consent, which approval or disapproval shall be made at Elite's sole discretion. This includes registered agent services, which may not be provided to Client's customers without Elite's prior written approval.
 14. **Elite's Liability:** Elite shall not be liable or responsible to the Client for any injury or damage resulting from the acts or omissions of Elite, Elite's employees, other clients, or for any failure of services provided, so long as Elite acts with reasonable diligence to restore any such amenity or service. Client agrees to indemnify and hold Elite harmless from and against any and all claims, damages, or causes of action for damages (including reasonable attorneys' fees and court costs) brought on account of injury to any person or persons or property, or loss of life, arising out of the use, of the Services by Client.
 15. **Waiver of Breach:** No failure by Elite to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach shall constitute a waiver of any such breach or any such term or condition. No term or condition of this Agreement required to be performed by the Client, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Elite. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
 16. **Partial Invalidity:** If any term, provision, covenant, or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
 17. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and cannot be changed or terminated except in writing acknowledged by the parties.
 18. **Authority:** The party or parties executing this Agreement on behalf of the Client warrant(s) and represent(s) that such executing party (or parties) has (or have) complete and full authority to execute this Agreement on behalf of Client, that Client shall fully perform its obligations hereunder, and that same shall fully indemnify, defend, and save Elite harmless from any breach of these warranties and representations.
 19. **Governing Law:** This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Florida.