

# **OUTSIDE THE CUBE OFFICE SERVICES AGREEMENT**

Client Service Agreement (“Agreement”) is between Outside the Cube (“OTC”), a division of OUTSIDE THE CUBE, LLC, and \_\_\_\_\_ (“You” or “Your”). Any and all individuals and/or entities that have signed this Agreement on your behalf are jointly and severally liable for all obligations and responsibilities contained herein. The terms and conditions of this Agreement are set forth below.

## **I. OFFICE SERVICES COVERED BY THIS AGREEMENT**

### **A. Office Services and Amenities**

- Hours of office services: 9:00 am - 6:00 pm, Monday through Friday and by appointment
- Copy and Print
- Wireless internet access.
- Onsite administrator
- Work areas including overstuffed chairs, tables, small cubicle areas.
- Filing space available for rent.
- Small conference room can be reserved for private meetings with clients.

### **B. Community Space/Additional Amenities**

- Coffee and tea available.
- Small social area with chairs and tables for discussion.
- Kitchen for socializing, eating, and drinking.
- Community Bulletin Board – online board through website to post ideas, clubs, etc. from within the OutsideTheCube community.

### **C. Office Rules and Regulations**

The Rules and Regulations may be modified from time to time as OTC, in its sole discretion and judgment, deems fit.

- You must check in with the reception desk upon arrival; check out at the reception desk when you leave.
- Please set cell phones to vibrate when working.
- If you wish to listen to music, we ask you use headphones.
- Please respect that others are working.
- Smoking and alcohol are strictly prohibited on the OTC premises.
- Gambling is strictly prohibited.
- Fees are payable by credit, check, or cash on a monthly or drop-in basis. Space is limited and OTC's expenses continue regardless of attendance. Therefore, there are no deductions, credits, or refunds for absences, vacations, or holidays.
- Overtime charges will be assessed pro rata for each 15 minutes beyond reserved time.
- Office use of a “retail” nature, involving frequent visits by members of the public, is strictly prohibited.
- You shall not carry on a business that competes with our OTC's business of providing child care and/or office space use on a drop-in or monthly basis.
- You shall not use the name Outside the Cube, or any derivative of Outside the Cube in any way in connection with your business.
- You shall not bring animals into the Adult Space.

### **D. Additional Terms and Conditions**

**Signs:** You may not display business or other signage that is visible from the outside or inside the Adult Space, or use OTC's business address as Your business address without OTC's express consent.

**Taking Care of OTC Property:** You must take good care of OTC's accommodations, equipment, fittings, and furnishings that You use. You must not alter any part of the property. You are liable for any damage caused by You or those on the premises with Your permission or at Your invitation.

**Office Furniture and Equipment:** You must not install any furniture or office equipment, cabling, IT, or telecom connections without OTC's written consent, which OTC may refuse at its sole discretion. OTC makes no warranty or representation, either expressed or implied, with respect to the office equipment or furniture including, but not limited to their quality, performance, merchantability, or fitness for a particular purpose.

**Compliance with the Law:** You must comply with all relevant laws and regulations in the use of the Adult Space. You must do nothing illegal. You must not do anything that may interfere with the use of the Adult Space by OTC or by others, cause any nuisance or annoyance, increase the insurance premiums OTC has to pay or cause loss or damage to OTC or to the building owner of any interest in the building which contains OTC property or accommodations. You acknowledge that (a) the terms of the foregoing sentence are a material inducement to OTC for the execution of this Agreement and (b) any violation by You of the foregoing sentence shall constitute a material default by You, entitling OTC to terminate this Agreement immediately.

**Your Property in the Adult Space:** It is Your responsibility to arrange for the safekeeping of Your property and the property of those on the premises at Your permission or invitation. OTC bears no responsibility for Your and Your guests' personal items and property.

**Access to Premises:** OTC can enter Your work area at any time. However, unless there is an emergency, OTC will as a matter of courtesy try to inform You in advance when it needs access to carry out testing, repairs, routine inspections, cleaning, or maintenance. OTC will also respect the confidentiality and privacy of Your work.

**Inability to Provide Services:** If for any reason OTC cannot provide the office accommodations as agreed, OTC has no liability to You for any loss or damages, but You are entitled to a refund of the costs for the time period OTC could not provide office accommodations as agreed.

**Withholding Services:** OTC may withhold services and deny You access to the Adult Space while there are any outstanding fees or You are in breach of this Agreement. A \$25.00 service charge will be added to accounts for each returned check.

**Suspension of Services:** OTC may, by notice, suspend services and access to the premises for reasons of political unrest, strikes, terrorist activities, or other events beyond OTC's control, and in such circumstances are not obligated to refund payment to You for the time services or access was suspended.

**OTC's Liability:** OTC is not liable for any loss as a result of its failure to provide a service as a result of mechanical breakdown, strike, delay, failure of owner's staff, termination of OTC's interest in the building containing OTC's accommodations or otherwise unless in so doing, OTC is grossly negligent. OTC is also not liable for any failure until You have informed OTC about it and given OTC reasonable time to rectify the situation.

**No Lease or Sublease:** You acknowledge that this Agreement is not a lease, sublease, or assignment of lease, and it creates no tenancy interest, leasehold estate or other real property interest in Your favor with respect to the premises. OTC is giving you the right to share with OTC the use of the premises so that OTC can provide the service to you. The Agreement is personal to You and cannot be transferred or assigned to anyone else. OTC may transfer or assign the benefit of this Agreement and its obligations hereunder at any time.

**Termination of this Agreement:** OTC may put an end to the Offices Services portion of this Agreement immediately by giving You notice if:

- OTC has a reasonable basis to believe that You may not be able to pay fees on time or OTC receives a returned check for insufficient funds,
- You are in breach of any of your obligations under this Agreement,
- Your conduct, or that of Your child, or that of someone at the premises with Your permission or at Your invitation, is incompatible with ordinary office use.

If OTC terminates this Agreement for any of the foregoing reasons, it does not put an end to any then outstanding obligations You may have and You must:

- Cease to have access to the premises,
- Pay for additional services You have used,
- Indemnify OTC against all costs and losses it incurred as a result of the termination.

**If the Adult Space is Not Available:** In the unlikely event OTC is no longer able to provide the services and/or accommodations at the premises for which You have paid, and the unavailability is not the result of situations outlined in the Suspension of Services section above, then this Agreement will end and You will be reimbursed for services paid for by not enjoyed.

**Privacy of Space:** You are entitled to a reasonable expectation of privacy to carry out your work. However, if, in its reasonable judgment, OTC believes You are acting in contravention of the terms of this Agreement, OTC reserves the right to inquire into Your activities in the Adult Space and enforce the terms and conditions of this Agreement.

OTC only collects your personal information for the specific purpose stated at the time the information is requested from You. The personal information is not use for other purposes or sold to third parties. OTC reserves the right to disclose personal information in the following circumstances:

- to third parties who deliver Outside the Cube publications to you,
- in order to comply with laws, regulations, and other legal procedures,
- to protect the rights of Outside the Cube,
- with Your consent.

**Indemnification:** You must defend and indemnify OTC in respect of all liability, claims, damages, losses, and expenses that arise:

- If someone dies or is injured or sustains property damage while in the area of Adult Space You are using,
- From You or a third party in respect of, or related to, Your or a third party's use of the Adult Space, services, or equipment,
- From You or a third party in respect of OTC's provision of services or equipment to You,
- If You do not comply with the terms of this Agreement.

However, You have no obligation to indemnify OTC to the extent the death, injury, or property damage is caused by OTC's willful misconduct.

You must pay any costs, including reasonable legal fees and costs that OTC incurs in enforcing this Agreement.

**Consequential Loss:** If for any reason OTC cannot provide You with any service, its liability is limited to crediting or returning to You a fair proportion of the monies You paid for services not received. OTC has no liability whatsoever for any consequential, direct, indirect, special, or incidental loss as a result of anything OTC or its staff does or fails to do. This paragraph is enforceable to the extent allowed by applicable law.

**Governing Law and Forum Selection:** This Agreement shall be deemed to have been entered into in San Mateo County, California, regardless of where the last signature was affixed. All questions regarding its validity, enforceability, interpretation and/or performance as well as the rights and obligations of the parties hereto shall be governed by California law (other than its conflict of laws principles). Any action arising out of this Agreement shall only be initiated in a court of competent jurisdiction in San Mateo County, California, and thereafter, if necessary, the appropriate appellate court therefor.

**Partial Invalidity:** If any provision of this Agreement is held to be unenforceable, invalid, or void, the remaining provisions shall nevertheless remain in full force without impairment.

**Waivers; Rights and Remedies:** Failure or delay on the part of OTC or You to exercise any right or remedy provided in this Agreement, shall not act as a waiver of any right or remedy, nor affect or impair any right or remedy, conferred hereunder. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof. No waiver of any provision of this Agreement shall be deemed, or constitute, a waiver of any other provision whether or not similar, nor shall any waiver or combination of waivers constitute a continuing waiver. Waivers must be in writing and all remedies are cumulative and nonexclusive.

Execution of this Agreement is confirmation that You have read and understand the terms of this Agreement and agree to abide thereby.

**OUTSIDE THE CUBE**

**YOU/CLIENT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_