



**HERITAGE PALMS
POWER SUITES**

Heritage Palms Professional Building

OFFICE SERVICE AGREEMENT

This Agreement is made this ___ day of _____ 200__ , by and between Heritage Palms, L.L.C. (“Center”) having offices in the building located at 13912 Stardust Blvd., Sun City West, AZ (the “Building”, or the “Facility”, or the “Premises”) and _____ (“Client”) a[n] corporation, limited liability company, partnership, individual, with an address of _____ for either one day terms or one-half day terms, said terms to be mutually selected by Client and Center.

In consideration of the foregoing, the parties for themselves, their heirs, legal representatives, successors and assigns, agree as follows:

1. Center’s Obligations.

Subject to the terms and conditions of this Agreement, Center hereby agrees to provide Client for the terms selected the following services:

- Mail pick-up and holding; and
- Telephone Answering Service.

Subject to the provisions of paragraph 3 below, Center hereby agrees to provide Client the non-exclusive use of a Furnished Private Office or Conference Room located in the Premises; and (b) non-exclusive use of the following services:

- Furnished, Decorated Reception Room
- Partial Kitchen Facilities
- Notary Services
- Receptionist Services

2. Monthly Office Charge.

a. For and during the Term of this Agreement, Client shall pay to Center, on or before the first day of each month after the Commencement Date, the sum of \$150.00 as **Monthly Office Charge** for the telephone answering and mail pick-up/holding services, plus taxes thereon, if any. If any payment of Monthly Office Charge or other charge due under this Agreement is not received within five (5) calendar days after its due date, the Client shall also pay, in addition to Monthly Office Charge, a late payment charge which shall be an amount equal to ten percent (10%) of any amount owed to Center or fifty dollars (\$50.00), whichever is greater. The financial terms of this Agreement are strictly confidential and Client agrees not to knowingly or willfully divulge this information to any other Client or potential Client of Center. If a Client **check** is **returned** for any reason, Client shall pay an additional charge of **One Hundred Dollars (\$100.00)** per returned check and, for the purpose of considering default and/or late charges, it shall be as if the payment represented by the returned check had never been made.

3. Use of Conference Room or Private Furnished Office.

a. Use. The Premises shall be used by Client for

and such other normally incident uses and for no other purpose, in strict accordance with the Operations Standards, which are annexed hereto as Schedule A. Client shall not offer at the Premises any services which Center provides to its Clients, including, but not limited to, those services described in Paragraph 1. Client shall neither make nor permit to be made any use of the Premises, Facility or Building which would violate any of the terms of this Agreement or which, directly or indirectly, is forbidden by law, rule or regulation, which may be dangerous to life, limb or property or which could in any way impair, interfere or tend to impair or interfere with the high quality character, reputation or appearance of the Building or the Facility or with any services performed by Center for Client or for others. The foregoing provisions shall also apply to Client's Users (as defined in Paragraph 7).

b. Charge. Client shall pay to Center, on each date that Client makes use of a Furnished Private Office or Conference Room located in the Premises, either the sum of \$110.00 for each full day of such use or the sum of \$60.00 for each one-half day of such use, plus taxes thereon, if any. The charges provided for by this paragraph are due on the date that Client makes use of the office or conference room.

c. Scheduling. Client's use of a Furnished Private Office or Conference Room is subject to prior scheduling and use by other Clients. Client shall schedule its intended use of an office or conference room with the Center's receptionist.

4. Refundable Deposits.

a. Client shall **deposit** with Center **\$150.00** as a non-interest bearing **refundable default deposit**. Center may use the refundable default deposit to cure any default of Client under this Agreement, to restore the Premises, including any and all furniture, phones, fixtures and equipment, provided by Center to its original condition and configuration, reasonable wear and tear excepted, to pay for repairs to any damage to the Premises, Facility and/or Building, caused by Client or Client's guests, or to pay any Daily Office Charge or other charges that Client owes Center at or prior to the expiration of the Term of this Agreement.

b. The refundable default deposit (less any sums used by Center in accordance with the terms and conditions of this Agreement) shall be returned within sixty (60) days after the termination of any services rendered or expiration of the Term. Client may not direct or request that the refundable default deposit be applied in lieu of any other charges under this Agreement.

c. In the event that Center applies any of the refundable default deposit pursuant to this Agreement, Center shall have the right to charge the Client, and Client shall pay, in addition to any Daily Office Charge, such sums as are necessary to cause the refundable default deposit to be returned to its entire original amount.

5. Services.

Upon request, Center shall make available to Client additional services as Center may make generally available (such as clerical and/or word processing services), the charges for which shall be established as per Center's then **monthly scheduled rates** as determined by Center. Payment for these services shall be subject to the same terms and conditions as those governing the payment of the Daily Office Charge. Center shall have no obligation to provide such services if Client is in default of this Agreement or if the anticipated charges exceed the amount of the refundable default deposit. When providing services to Client that involve third parties, Center

shall have the right to require Client to pay, or to reimburse Center for, the fees and expenses of such third party in advance.

6. Insurance/Indemnity.

a. Client shall indemnify and hold harmless Center from and against any loss, damage, injury, liability or expense to or of person or property occasioned by or resulting from any willful misconduct or grossly negligent act on the part of Client or Client's Users. Center shall not be liable to Client or to any other person on account of loss, damage or theft to any business or personal property of Client. Center shall not be liable for any loss, damage, injury, liability, or expense to or of person or property except as may result from Center's willful misconduct or grossly negligent acts. Center shall indemnify and hold harmless Client from and against any loss, damage, injury, liability or expense to or of person or property occasioned by or resulting from any willful misconduct or grossly negligent act on the part of the Center, its agents, employees, or invitees, or persons permitted on the Premises by Center.

b. Center shall not be liable for any claim of business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of any failure to furnish any service or facility, any error or omission with respect thereto, or any delay or interruption of same. Center's liability under this Agreement shall in no event exceed the amount paid by Client for the services for which the claim arose. The parties agree to the allocation of risk contained herein.

c. Client shall be responsible for any and all costs and expenses associated with his or her computer anti-virus program, the updating thereof, as well any costs and expenses resulting from the remedy and repair of viral infections emanating from his or her computer.

d. The provisions of this Paragraph 6 shall survive the expiration or earlier termination of the term of this Agreement.

7. Operating Standards.

The Operating Standards attached to this Agreement as Schedule A are hereby made an integral part of this Agreement. The Operating Standards may be amended and modified by Center without advanced notice to Client. Client, its employees, agents, guests, invitees, visitors and/or any other persons caused to be present in and around the Premises by the Client

("Client's Users") shall perform and abide by the Operating Standards then in effect, inclusive of all amendments thereto and modifications thereof.

8. Employment of Center's Employees.

Client agrees that it shall not, during the Term of this Agreement and for a period of one year thereafter, directly or indirectly, employ or offer to employ any person who is or has been an employee of Center without prior consent from Center. If Client hires either an employee of Center or any person who has been an employee of Center within six months prior to the time such person is hired by Client, Client shall be liable to Center for liquidated damages equal to six months wages of the employee, at the rate last paid that employee by Center. The provisions of this paragraph shall survive the Term of this Agreement.

9. Assignment and Subletting.

No assignment or subletting of the Premises, this Agreement or any part thereof shall be made by Client without Center's prior written consent, which consent may be withheld in Center's sole discretion. Center may assign its rights and its obligations under Agreement in whole or in part without Client's consent.

10. Termination.

Either Center or Client may terminate this Agreement at any time.

11. Notices.

Any notice under this Agreement shall be in writing and shall be either delivered by hand, first class mail or by overnight courier to the party at the address set forth below.

Center hereby designates its address as:

Heritage Palms, L.L.C.
13912 W. Stardust Blvd.
Sun City West, AZ 85375
Attn: Management

Client hereby designates its address (which address must be an address within the United States), as

Attn: _____

Phone: _____

Fax: _____

If such mail is properly addressed and mailed as above, it shall be deemed notice for all purposes, given when sent or delivered, even if returned as undelivered.

12. Severability.

The invalidity of any one or more of the sections, subsections, sentences, clauses or words contained in the Agreement or the application thereof to any particular set of circumstances, shall not affect the validity of the remaining portions of this Agreement or of their valid application to any other set of circumstances. Regardless of whether or not either party has elected to consult with legal counsel in reviewing this Agreement, it is the intent of the parties that in no event shall the terms, conditions or provisions of this Agreement be construed against either party as the drafter of this Agreement.

13. Execution by Client.

The party or parties executing this Agreement on behalf of the Client warrant(s) and represent(s): (1) that such executing party (or parties) has (or have) complete and full authority to execute this Agreement on behalf of Client; and (ii) that Client shall fully perform its obligations hereunder.

14. Miscellaneous.

a. Failure of the Center to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available for a breach thereof, or acceptance of full or partial payment during the continuance of any such breach, shall not 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 Client and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by Center.

b. Time is of the essence as to the performance by Client of all covenants, terms and provisions of this Agreement.

c. This Agreement embodies the entire understanding between the parties relative to its subject matter, and shall not be modified, changed or altered in any respect except in writing signed by all parties.

d. This Agreement may be executed in two or more counterparts, each which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Center and Client have executed this Agreement as of the date first above written.

Heritage Palms LLC

By: _____

CLIENT: _____

(If an entity)

By: _____

Name: _____

Title: _____

CLIENT: _____

(If an individual or partnership)

By: _____

By: _____

Summary of Charges

Monthly Office Charge	\$150.00
Office/Conference Room Charges	
Full day	\$110.00
One-half day	\$60.00

Summary of Deposits

Default Deposit	\$150.00
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SCHEDULE A OPERATING STANDARDS

1. Clients and their guests shall
 - a. conduct themselves in a businesslike manner;
 - b. dress in proper attire at all times; and
 - c. maintain the noise at such level so as not to interfere with or annoy other Clients.
2. Patio and French doors shall be closed at all times except for the limited purpose of opening and closing the same to allow passage through the door.
3. Client shall not provide or offer to provide any services to Center's customers if such services are available from Center.
4. Client shall not prop open any corridor doors, patio doors, outside doors or doors connecting corridor during or after business hours.
5. Client shall not conduct any activity within the Premises, Facility or Building which in the sole judgment of the Center shall create excessive traffic or is inappropriate to a shared office environment, or which may increase Center's insurance rates.
6. Client may not conduct business in the corridors or any other areas except in its designated offices or conference rooms without the written consent of Center.
7. Corridors and halls shall not be obstructed by Client or used for any purpose other than normal egress and ingress.
8. No advertisement, identifying signs or other notice shall be inscribed, painted or affixed on any part of the Premises, including corridors, doors, windows or public areas without the Center's prior written consent.
9. Without Center's prior written consent, Client is not permitted to place "mass market", direct mail or advertising (i.e. newspaper, classified advertisements, yellow pages, billboards) using Center's assigned telephone number or take any such action that would generate an excessive number of incoming calls.
10. Client shall not solicit clients of Center or their employees in the Building without first obtaining Center's prior written consent.
11. Immediately following Client's use of conference room space and/or audio/visual equipment, Client shall clean up and return the space and equipment to the state and condition it was in prior to Client's use. If not, Center may charge Client for any other expenses required to restore the conference space and/or equipment to its original condition.

12. Center must be notified in writing if Client desires to utilize the conference room or other common areas of the Facility during evening or weekend hours. Center may in its sole discretion deny the Client access to the conference room and common areas.
13. Client shall not, without Center's prior written consent, store or operate any large business machines, copier and postage equipment, heating equipment, stove, speaker phones, radios, stereo equipment or other mechanical amplification equipment, refrigerator or coffee equipment, or conduct a mechanical business, do any cooking, or use or allow to be used on the Premises oil, burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed extra hazardous on account of fire or any explosives shall be brought into said Premises or Facility. No offensive gases, odors or liquids shall be permitted.
14. Client shall not bring animals into the Premises or Facility except for those assisting disabled individuals.
15. Client shall not remove furniture, fixtures or decorative material from offices or common areas without the prior written consent of Center.
16. Client shall not make any additional copies of any Center issued keys and key cards. All keys and key cards are the property of Center and must be returned upon the request or by the close of the business on the expiration or sooner termination of the Agreement term. Any lost or unreturned keys or cards shall incur a Twenty Five Dollar (\$25.00) per item charge and the cost to re-card the office.
17. Client shall not smoke nor allow smoking in any area of the Facility, including the Premises, and shall comply with all governmental regulations and ordinances concerning smoking.
18. Client shall not allow more than three visitors in the reception lobby of the Premises at any one time.
19. Client shall limit the number of employees and automobiles (one vehicle per employee) in and about the premises to that number set forth in the Lease Application executed by Client.
20. Client's parking rights are one parking place for Client and for each of Client's employees, said parking places to be designated by the Facility. Neither Client nor Client's users shall permit vehicles to remain on the Premises overnight.
21. Any alterations to the Premises requested by Client, including affixing anything to the walls of the Premises, shall be done only (i) with the written permission of Center, which permission may be

withheld by the Center for any reason whatsoever, and (ii) by an agent of the Center's choosing at the Client's sole cost and expense.

22. Any equipment desired to be used and or installed by the Client, other than those machines ordinarily used for regular office purposes (i.e., desktop/laptop computers, printers, copiers, calculators, adding machines, etc.) shall be subject to the Center's prior written consent to any such use or installation.
23. Client shall cooperate and be courteous with all other occupants of the Facility and Center's staff and personnel.
24. Upon request, Client shall use a chair mat.
25. Client shall bring no children onto the Premises or into the Facility.
26. Client shall limit the days and hours which it is open to the public to those set forth in the Lease Application executed by Client.
27. Client shall utilize only nails prescribed by the Center to hang pictures and wall attachments to its office walls.
28. Client shall not permit Center's telephone number to be used for incoming calls. Center shall have no responsibility to transfer to Client any incoming calls made on the Center's telephone number.
29. Client's movement of furniture and office equipment in, upon and about the Facility shall first be approved by the Center and such movement shall be done under the Center's supervision and in a manner agreeable to the Center.
30. Center reserves the right, without prior notice, to modify any of the foregoing and to make such other reasonable rules and regulations as in its sole discretion may from time to time be needed for the safety, care, appropriate operation and cleanliness of the Facility.
31. Client shall be responsible to maintain and update an anti-virus program for all computers which utilize the Center's internet service, said program to be approved by Center.

MONTHLY SCHEDULED RATES

Word processing	\$ _____/hour
Copying	
Black & White	\$.15/page
Color	\$ _____/page

TELEPHONE SCHEDULE

<u>Phone Description</u>	<u>Serial #</u>
1.	
2.	
3.	
4.	
5.	
6.	