



# Finch Studio Space

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## Virtual Office Services Agreement

This Agreement is between Finch Studio Space (“Management”) and \_\_\_\_\_, (“Client”). Client shall not assign this Agreement to any other party. Client will be required to provide a copy of a valid driver’s license or ID for the activation of the services referenced within this agreement. Client shall not conduct, or cause to be conducted, any illegal activities or engage in any illegal activities in connection with this Agreement. Utilizing the services and/or amenities provided by Management for any illegal activity, whatsoever shall be grounds for account termination. Management will comply with all police, regulatory and/or governmental agencies that may request information regarding Client’s business relationship with Management.

**SERVICES PROVIDED:** Management agrees to provide the virtual office services listed on the third page of this agreement based upon the client’s selection of service plan below. (Please select one of the following service plan options.)

**Virtual Office Silver (\$100.00/month)** Management agrees to provide use of mailing address and office location for the following purposes: 1) Delivery of all United States Postal Service mail and courier deliveries, 2) Client advertising and company identification, including placement of address on client websites and company stationary, 3) Use of Management facility as a drop-off or pick-up point for their associates and clients. Management will provide Client access to the common areas of the Management office suites on weekdays (excluding holidays) during normal business hours, unless otherwise agreed upon. 10 fax pages and 25 complimentary black and white copies or prints on a monthly basis, not to be accumulated or “rolled-over.” Notary services, 25% discount off of business seminars. Additional meeting rooms scheduled shall be available at any at rates then determined by Management.

**Virtual Office: Gold (\$175.00/month)** Management agrees to provide use of mailing address and office location for the following purposes: 1) Delivery of all United States Postal Service mail and courier deliveries, 2) Client advertising and company identification, including placement of address on client websites and company stationary, 3) Use of Management facility as a drop-off or pick-up point for their associates and clients. Management will provide Client access to the common areas of the Management office suites on weekdays (excluding holidays) during normal business hours, unless otherwise agreed upon. 15 fax pages and 50 complimentary black and white copies or prints on a monthly basis, not to be accumulated or “rolled-over.” Notary services, 25% discount off of business seminars. 4 hours of conference room use or 2 hours of conference room use and 1.5 hours of presentation room use. Additional meeting rooms scheduled shall be available at any at rates then determined by Management.

**Virtual Office: Platinum (\$250.00/month)** Management agrees to provide use of mailing address and office location for the following purposes: 1) Delivery of all United States Postal Service mail and courier deliveries, 2) Client advertising and company identification, including placement of address on client websites and company stationary, 3) Use of Management facility as a drop-off or pick-up point for their associates and clients. Management will provide Client access to the common areas of the Management office suites on weekdays (excluding holidays) during normal business hours, unless otherwise agreed upon. 20 fax pages and 100 complimentary black and white copies or prints on a monthly basis, not to be accumulated or “rolled-over.” Notary services, 25% discount off of business seminars. 6 hours of conference room use or 4 hours of conference room use and 3 hours of presentation room use. Additional meeting rooms scheduled shall be available at any at rates then determined by Management.

**TERM:** The term of this Agreement is for one (1) month and shall begin on \_\_\_\_\_. This Agreement shall be automatically renewed thereafter for successive one (1) month terms, unless terminated by either Management or Client. This Agreement may be terminated by either party, with or without cause, upon the giving of not less than thirty (30) days written notice. Management may terminate this Agreement at any time, with or without notice, should Client be in default of this Agreement. If/when this Agreement is terminated, Client will be required to discontinue using the address and/or phone number provided by Management as of the termination date. This shall include, but is not limited to, removing Management’s address from all websites that have Client listed at Management’s address. Fixed service charges shall be prorated for the period between the beginning date (listed above) and the first day of the first full month’s service, should these dates not coincide.

**CHARGES:** The fixed cost of this service plan will be made payable monthly, in advance. Client shall pay, on a monthly basis, for any variable services that are not included in the above statement of services provided under this Agreement, including, but not limited to copies, faxes, postage, conference room usage not included in service plan selected, and administrative services. Variable services shall be billed at market rates then determined by Management. A \$25.00 set-up fee will be charged to cover administrative start-up costs. Client will be required to provide a refundable service retainer equal to one month's fees prior to the activation of services. If Client commits any default of this Agreement, Management may apply the retainer toward any damages as a result of such default, or against any other sums payable to Management under this Agreement. The application of the retainer by Management in the event of default shall not be deemed to cure such default or prevent Management from exercising all of its other remedies for such default. The retainer shall not be used for the last month's fixed or variable charges without the prior explicit consent of Management. Client's security retainer will be returned within sixty (60) days of termination of this Agreement if all terms of this Agreement have been met and all service charges have been paid. Invoiced charges are due on the 1st of each month. If full payment is not received by the 5th of the month, a late charge will be assessed to your account, equaling the greater of \$25 or 1% of the balance due per day between the 5th and the date that payment is received in full. If full payment has not been received by the 10th of the month, Management may terminate services without further notice. If Management and Client agree to the re-instatement of service after termination, Client will be required to provide a certified check equal to all amounts due, including a \$50.00 reinstatement fee. If Client pays his/her monthly invoice with cash, check, money order, or certified check, payment shall be applied to Client's account on the date that payment is received by Management, or the date indicated on the check provided, whichever is later. If Client pays his/her monthly invoice via automatic ACH debit or credit/debit card transaction, Management shall bill Client's checking/savings account or credit/debit card on the first business day of the month for which payment is due, or within 3 days thereafter. If Client's credit/debit card is declined, or if there are insufficient funds in Client's checking/savings account to cover the ACH debit, Management will notify Client that sufficient payment has not been provided on the account. Such notice may be provided by Management via telephone or e-mail. Client shall then have 3 business days to provide an alternate form of payment. If an alternate form of payment is not provided within 3 days of Management's notice to Client, this Agreement may be deemed to be in default and may be terminated. If Client submits a check for payment on any invoice to Management which is not paid on presentment, Client agrees to pay an insufficient funds fee of twenty dollars (\$20.00). Management may electronically debit or draft Client's account for this charge. If Client's check is returned for insufficient or uncollected funds, Client's check may be electronically re-presented for payment. Should client request a change in the type of service plan offered by Management, Client will be subject to a \$15.00 change fee.

**CONDUCT:** Client shall not conduct, or cause to be conducted, any illegal activities or engages in any illegal activities in connection with this Agreement. Client shall not engage in any activity that may result in or create a fire hazard, theft hazard, safety hazard, create excessive noise, or cause an increase in Management's insurance expense. Client is subject to the provisions of the Lease pursuant to which Management occupies the property (including, without limitation, Landlord's procedures for accessing the Building after normal business hours). Client will comply with all rules, regulations and requirements of the Building in which Premises are located and with other reasonable rules and regulations established by Management. Client may only smoke in designated smoking areas surrounding the building. Client will not commit any activity, or series of activities, that interferes with another's work performance or creates an intimidating, offensive or hostile work environment for any clients and/or employees of Management.

**CONFERENCE ROOM RESERVATIONS:** Client may reserve time in the conference rooms and day offices furnished by Management. Charges for rooms will be billed along with Client charges at rates then determined by Management. Client must reserve conference rooms in advance, in increments of no less than thirty (30) minutes. Cancellation of conference room reservations must be given at least 24 hours prior to the reservation time. If notice of cancellation is not given to Management prior to 24 hours in advance of the start time of the reservation, Client's account will be charged with the amount of conference room time reserved.

**DAMAGE:** Management shall have the right to bill Client for the total cost of repairs, plus 15% to cover Management administration costs, for any damage caused by Client, its clients, guests, visitors and other associated individuals, to Management facilities, or surrounding building.

**LIMITATION ON LIABILITY:** Management shall guarantee the provisioning of the virtual office services referenced herein. Should Management fail to render said services, Management shall adjust Client's billing in an amount equal to the charge for such service during which the failure occurred or continues. Client must notify Management within 60 days of any failure of service in order for a credit to be applied to Client's account. Such an adjustment to Client's billing shall be Client's sole remedy for any such failure. There will be no billing adjustment if Client is in default. Management is not responsible for any damage to person or property owned by Client, its clients, guests, visitors and other associated individuals, except to the extent the damage is caused by Management's negligence, or by the negligence of its employees. Management will accept delivery of property on behalf of Client. Management is not responsible, however, for loss, theft or disappearance of any Client property. Client shall hold the Management and

the Management's Landlord, their respective officers, directors, stockholders, employees, lenders and agents harmless from and indemnify such parties against, all liabilities, damages, claims, actions, costs, charges and expenses arising out of or in connection with any damage or injury (i) occurring in or on the Premises, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties; or (ii) occurring elsewhere in the Building or the property to the extent caused by the negligence or willful misconduct of Client, its assignees, agents, invitees, employees, officers and directors.

**POST-TERMINATION MAIL SERVICES:** Client understands that upon termination of service, United States Postal Service will not forward mail on a change of address order, and it is the Client's responsibility to notify all parties of termination of the use of the address. Client must not submit a change of address form to the United States Postal Service upon departure; as such action may interfere with normal mail delivery to Management. After termination of this Agreement, Management will provide to Client the continued use of its mailing address for mail receiving for the term of six (6) months after termination date, provided that this Agreement is not terminated due to Client default, with the understanding that Client will utilize this time period to notify its associates that Client has a new address.

**SOLICITATION OF MANAGEMENT EMPLOYEES:** Firing, hiring and training employees is time consuming and expensive. Client agrees that during the term of this Agreement and within six (6) months afterwards, Client will not offer employment to or hire any person who has been an employee of Management within six months prior to the time they are hired by Client. If Client violates this provision, Client will be liable to Management the sum of fifty percent (50%) of the annual compensation (at the rate last paid that employee by Management) of each employee involved.

**INTERPRETATION AND LEGAL PROCEEDINGS:** The above provisions represent the entire agreement between both parties, and any prior written or oral agreement is merged into this Agreement. The invalidity or unenforceability of any provision hereof shall not affect or impair the validity of any other provision. No waiver of any default of Client shall be implied from any failure by Management to take action with respect to any Client default. In the event of any legal action or proceeding by Client or Management against the other under this agreement, that legal action must be submitted in the jurisdiction of Nyack, NY and the losing party, as determined by judge or jury, shall be responsible for paying the winning party any and all amounts due, including, but not limited to collection costs incurred by Management and reasonable attorneys' fees.

To activate service, please submit two checks payable to Finch Studio Space: one check for the first month's rent and one for set-up fee and security deposit.

Client Name: \_\_\_\_\_ Client Title: \_\_\_\_\_

Client Billing Address \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Driver's License State and No: \_\_\_\_\_ Tax ID: \_\_\_\_\_

By signing below, I agree to the above terms, conditions and costs.

Client Signature: \_\_\_\_\_

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

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Management Representative Name \_\_\_\_\_ Signature: \_\_\_\_\_