



Executive Office & Conference Meeting Space Membership Agreement

On this day _____, LYNCH BUSINESS CENTER ("Landlord") and _____ ("Tenant") agree as follows:

- 1. PROPERTY: Tenant pays monthly membership fee of \$25.00. Landlord rents to Tenant and Tenant rents from Landlord Suite B (Conference Room) and/or Suite F (office) at the rate of \$20.00/hour for the office or conference room.
2. TERM: The term begins on (date) _____ ("Commencement Date"), Check A or B
A. Lease: and shall terminate on (date) _____ at _____ AM/PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date. No pro-rated rent will be refunded if tenant terminates agreement on any day other than the 1st of the month.
C. RENEWAL OR EXTENSION TERMS: See attached addendum _____

- 3. MONTHLY MEMBERSHIP:
A. Tenant agrees to pay Monthly Membership at the rate of \$25.00 per month, for the term of the agreement.
B. Monthly Membership is payable in advance on the 1st day of each calendar month, and is delinquent after the 5th day.
C. If the Commencement Date falls on any day other than the first day of the month, Base Rent is based on the full monthly rent.
D. If tenant schedules meeting time for over the allotted hours, tenant will be charged an overage fee of \$ 20.00/ hour.

- 4. RENT:
A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
B. Payment: Rent shall be paid to LYNCH BUSINESS CENTER by credit card or PayPal only. Cash and checks are not accepted.

- 5. SECURITY DEPOSIT:
A. Tenant agrees to pay Landlord \$125 as a security deposit (\$50 is refundable upon termination and return of office keys).
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

6. PAYMENTS
Monthly Rent \$25.00 for the term of _____ to _____
Set-Up Fee & Key Deposit \$125.00
Add-On: Signage \$ 30.00
Add-On: Postal Mailbox \$ 30.00
TOTAL: _____

- 7. PARKING: Tenant is entitled to one (1) unreserved and vehicle parking spaces.
8. STORAGE: Storage is not permitted in any area of the office space located at 1700 Eureka Road, Suite 155, Roseville, CA 95661. This includes any personal items or office supplies in desks, cabinets or other areas.



9. **LATE CHARGE:** Tenant acknowledges that late payment of Rent may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, Tenant shall pay to Landlord, respectively, \$25 as late charge, plus 10% interest per annum on the delinquent amount any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late payment. Late charge shall be paid with the current installment of Rent.
10. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____ . Items listed as exceptions shall be dealt with in the following manner: _____
11. **USE:** The Premises are for the sole use as _____ .
No other person or companies are permitted to use the space without Landlord's prior written consent.
12. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
13. **MAINTENANCE:** Landlord shall professionally maintain the Premises including heating, air conditioning, electrical, roof, foundation, exterior walls, common areas plumbing and water systems, and keep glass, windows and doors in operable and safe condition.
14. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld.
15. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual tenants, mortgagees, lenders, appraisers, or contractors.
16. **SIGNS:** Landlord will provide Tenant with a sign to be placed in the office directory upon request and payment of \$30 signage fee. Tenant is responsible for placing the sign in the assigned location (suite B or suite F on the directory) and removing the sign upon completion of office use any particular day. In the case that a sign is misplaced or requires a name change, tenant will be charged for production of an additional sign.
17. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld.
18. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Landlord empty of all persons and personal property; **(iii)** vacate all parking; **(iv)** deliver Premises to Landlord in the same condition as referenced in paragraph 11; **(v)** clean Premises; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement and/or belongings that did not exist at the time possession was made available to Tenant.
19. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 19, Tenant shall also be responsible for lost rent.
20. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice.
21. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.



22. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.

23. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss.

24. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

25. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address, or by other means subsequently designated:

Landlord:

Lynch Business Center
1700 Eureka Road, Suite 155
Roseville, CA 95661
FAX: (916) 772-3104
EMAIL: info@lynchbusinesscenter.com

Tenant:

Name: _____
Address: _____
City/ State / Zip Code _____
FAX: _____
EMAIL: _____

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

27. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

28. OTHER:

- A. Tenant agrees to leave office and/or conference room in excellent and clean condition so that it is ready for the next scheduled meeting. Paper, office supplies, folders, coffee, food and beverage supplies will need to be removed and cleaned at the completion of tenant meetings. If cleaning is required after meetings, tenant will incur a cleaning fee.
- B. Tenant agrees to utilize (without over-utilizing) the coffee, tea and water supplied by the landlord for tenant meetings. Over-use will incur a fee.
- C. When available, receptionist may answer tenant questions and direct clients to the office or conference room for meetings, but is not available for answering calls, sending faxes/mail, making copies or any other administrative/clerical duties.
- D. A phone/fax line is available for use in the conference room, however is restricted to calls during meetings. Incoming phone calls and faxes outside of schedule meeting time will be considered disruptive to other tenants.

Tenant _____ Signature _____ Date _____
(Print Name)

Address _____ City _____ State _____ Zip _____

Landlord Erin Lynch, Lynch Business Center Signature _____ Date _____
(Print Name) (owner or agent with authority to enter into this agreement)

Lynch Business Center, 1700 Eureka Road, Suite 155, Roseville, CA 95661

**1700 Eureka Road, Suite 155 – Roseville, CA 95661 – (916) 996-3138 phone
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