



## Virtual Office Terms and Conditions

### 1. Premises

Hampton Business Center grants Client the right to use the address of our facility specified in this Agreement as Client's business address, not as Client's registered office address, phone numbers (if any), and mail to be received on Client's behalf. This Agreement, which governs the terms and conditions of Client's use of the center, is between Client as an authorized user of the services, and the Company. User agrees to use Services and Center for legitimate business purposes only.

### 2. Term and Renewal

**(A)** This Virtual Office Agreement shall automatically renew for the same term and under the same conditions, unless either party notifies the other, in writing, sixty (60) days prior to the expiration of the initial term or any renewal thereof that it does not wish to renew this Agreement under the same terms and conditions.

**(B)** The Virtual Office Agreement shall be a minimum six (6) months term or for the period of time delineated in the Virtual Office Agreement attached hereto and made a part hereof Automatic renewal; with an increase in the monthly base payment of five (5%) percent.

### 3. Service & Late Fees

**(A)** The Client agrees to pay Owner for the service (s) provided for in the Virtual Office Agreement including the services it utilizes (including local and long-distance call charges) as described in the Owner's Schedule of Services and Fees (Exhibit "B" attached hereto and made a part hereof). All fees shall be payable on the first day of each and every month, and applicable State of Florida sales tax and credit card convenience fees shall be payable in addition hereto. If the first day of the month falls on a weekend or holiday, payments will be withdrawn the following business day. All fees required under this Agreement will be charged to the Credit Card on file or ACH account. You agree and reaffirm that HBC is authorized to charge your designated card (s) or ACH account.

**(B)** It is the Client's responsibility to notify Hampton Business Center when credit card information has changed. All notifications must be in writing.

**(C)** In the event Client shall fail to make payments for fees due hereunder within five (5) days of its due date, Client shall pay to Owner a late fee of ten (10%) percent of the amount due or Fifty (\$50.00) Dollars, whichever is greater, plus a \$2.00 daily charge after that. In the event Client shall make payment in a form or manner uncollectible by Owner, then in that event Owner shall have the option to require all future payments to be made in cash, money order and further, Client shall be responsible for all credit card/bank charges incurred for a returned payment and shall be subject to a service charge Non-Sufficient Funds of Thirty (\$30.00) Dollars.

### 4. Postal Services

The client acknowledges that the Owner will comply with the U.S. Postal Service regulations regarding the Client's mail. Upon termination of this lease, the Owner will not be responsible for providing any further service. The client must notify all parties with whom business is conducted of its change of address.

### 5. Reservations and Cancellations

**(A)** Conference Room Reservations will be charged at the time of reservation for its entirety. In the event of exceeding hours reserved, the Client shall be charged before leaving the premises.

**(B)** Cancellations must be made within twenty-four (24) hours of reservation. If the Client fails to cancel a reservation, Client shall be charged the full amount of mentioned reservation. It is the Client's responsibility to cancel on time. All cancellations must be received in writing to: [reception@hamptonoffices.com](mailto:reception@hamptonoffices.com) or [accounting@hamptonoffices.com](mailto:accounting@hamptonoffices.com)

### 6. Retainer

A retainer is required to activate the service. The retainer will be refunded within thirty (30) days from service cancellation. Mailbox key must be returned; see Section 12. In the event of any remaining balance, the security deposit will be applied. No exceptions.

## **7. Use of Premises**

**(A)** It is understood and agreed between the parties hereto that the Premises, during the term of this Agreement, must be used only for office purposes. The client agrees to conduct its business at all times in a reputable manner. The client shall promptly comply with all laws, ordinances, and lawful orders and regulations affecting the Premises, and the cleanliness, safety, occupation, and use of same. No auction, fire, or bankruptcy sales shall be conducted in the Premises without the prior written consent of the Owner.

**(B)** The normal business hours for the building shall be Monday through Friday, from 9:00 am to 5:00 pm, excluding the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. In the event Client uses the Conference Rooms, Client shall be responsible for any damages caused. Client, its employees, or agents, shall not mark, paint, drill, or in any way deface any walls, ceilings, partitions, floors, doors, wood, stone, or ironwork on the Building or Premises.

**(C)** Client shall bring no animals, other than seeing-eye dogs in the company of blind persons, into the building.

**(D)** Additional business entity names or "DBAs" are required to register as separate virtual office address and related services. Normal retail rates, initial setup fees and set up requirements apply.

## **8. Notice**

Whenever under this Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and addressed to Client at the last known post office address of Client or at the Premises, by placing it in Client's mailbox or sent by certified mail with postage prepaid, and if such notice to Owner is in writing, addressed to **HAMPTON BUSINESS CENTER, LLC at 1931 NW 150 AVE, PEMBROKE PINES, FL 33028** and sent by certified mail with postage prepaid. Notice need be sent to but one Client where Client is more than one person.

## **9. Loss Occasioned by Others**

Owner shall not be responsible or liable to Client for any loss or damage that may be occasioned by or through the acts of negligence or omissions of co-Clients or persons occupying adjoining Premises or any part of the building adjacent to or connected with the Premises or any part of the building of which the Premises are a part. Further, Owner shall not be responsible or liable to Client for any loss or damage resulting to Client by reason of water or by the bursting or leaking of any pipes or wastewater about the Premises, or for any damage or loss resulting from fire, hurricane, or any other Act of God, or from any cause whatsoever. The client also waives any right of subrogation against the Owner.

## **10. Brokers**

Client warrants and represents that, to Client's knowledge, there is no Real Estate or Business Broker involved in this Agreement and that Client has had no dealings with any Broker or salesman in the negotiation of this Agreement.

## **11. Smoking**

The building and premises are deemed to be non-smoking facilities. Client, its guests, invitees, customers, etc., are prohibited from smoking anywhere in the building or premises.

## **12. Keys**

One mailbox key will be provided upon execution of this agreement. Additional keys can be provided for a cost of Fifteen (15) Dollars per key. In the event of a lost, stolen, or damaged key, a Fifty (50) Dollar's fee will apply. All mailbox keys must be returned upon cancellation of service to avoid a fee of Fifty (50) Dollars per key. No exceptions.

## **13. Package Receipt**

**(A)** We accept small, medium, pak, and tube packages. They will be placed at the reception desk for immediate pick-up. If the Client does not pick up the package (s) after 24-hours of receipt and e-mail notification, a fifteen (\$15.00) Dollar's storage fee will be charged daily.

**(B)** HBC will not accept any items exciding 10 lbs. in weight, 18 inches in any dimension, or 1 cubic foot in volume, or if the item contains any dangerous, life, or perishable goods, and HBC shall be entire in its absolute discretion to return uncollected items or refuse to accept any quantity of items it considers

unreasonable or unlawful.

#### **14. Entire Agreement**

No oral statement or prior written matter shall have any force or effect. The client agrees that it is not relying on any representations or agreements other than those contained in this Agreement. This Agreement shall not be modified or canceled except in writing subscribed by all parties. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Florida. Owner and Client agree that in the event of any litigation arising out of the terms of this Agreement, the venue for such litigation shall be Broward County, Florida. The parties stipulate that for the purposes of the Owner's enforcement rights, this is a service agreement and not an agreement for the rental of office space.

#### **15. Cancellation**

**(A)** HBC reserves the right at any time to withhold any services provided under this agreement (with or without notice), or to terminate the agreement if fees are not paid by the end of the day, they are due, or the funds due from any applicable have not been cleared.

**(B)** HBC reserves the right to suspend or terminate your account without notice upon rejection of any card, ACH, or check transactions or if Your card issuer (or its agent or affiliate) seeks return of payment previously made to HBC.

#### **16. Termination & Effect**

**(A)** HBC may terminate or suspend access to the Service or Site with or without cause at any time and effective immediately. Reasons for termination or suspension shall include, but not limited to, the following: inactivity of Use; violation of any terms listed in this policy; or failure to pay for services.

**(B)** Upon termination of the Agreement for whatever reason, it is the Client's responsibility to notify all parties of Client's change of address and/or communications services. Subsequent mail sent to the virtual office location will be returned to sender and all virtual mailbox and communication services will be terminated at that point.