

# Flex Office Rental Agreement

- **This Agreement** is entered into as of \_\_\_\_\_  
(**Contract Start Date**) and will remain in effect until  
\_\_\_\_\_ (**Contract End Date**), by and between:
- **Naz716 Business Center**, hereinafter referred to as "Provider," and
- \_\_\_\_\_ (**Full Name of Individual Signing the Contract**) on behalf of  
\_\_\_\_\_ (**Name of Business the Contract Is For**), hereinafter referred to as "Tenant."

The Provider and Tenant agree to the following terms and conditions regarding the rental of office space at **6951 Williams Road, Niagara Falls, NY 14304**.

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## 1. Definitions

- **Premises:** The office space and amenities provided under this Agreement.
- **Common Areas:** Shared spaces, including the lobby and parking facilities.
- **Business Hours:** The hours of operation are **8:00 AM to 4:30 PM, Monday through Friday**.
- **Prohibited Items:** Items such as controlled substances, firearms, hazardous materials, or illegal goods that cannot be mailed or brought to the premises.

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## 2. Rental Services Provided

### 2.1 Office Space

The Tenant is granted use of a fully equipped office space for **up to three (3) separate uses per month**.

- **Minimum Term:** The contract term is for a minimum of **six (6) months**, with the entire fee of **\$594 (\$99 x 6 months)** to be paid upfront.
- **Furniture Provided:** The office includes only a table and a chair. No additional equipment is provided by the Provider.
- Each "use" refers to a full day of office access unless otherwise agreed upon in writing.

## 2.2 Legal Business Name Requirement

- The Tenant must provide valid documentation of a **legal business name registered in the state** within **60 days of signing this Agreement**.
- **Failure to Register:**
  - If the Tenant fails to provide valid business registration documentation within the required timeframe, the Provider reserves the right to terminate the Agreement immediately.
  - Upon termination, the Provider will retain any remaining prepaid rent as compensation for administrative and operational expenses incurred.
  - No refunds will be issued for unused portions of the six-month rental period if the Agreement is terminated for non-compliance with this clause.

## 2.3 Conference Room Add-On

The Tenant may opt to use a fully equipped conference room at a fee of **\$49 per use**.

- **Scheduling and Cancellations:** Use of the conference room must be scheduled in advance. Cancellations require at least **24 hours' notice** to avoid charges.
- **Damages:** The Tenant is responsible for any damages caused during conference room use.

## 2.4 Amenities Included

- **Mail and Shipping:**
  - **Prohibited Items:** Medications, firearms, hazardous materials, liquids, or any illegal goods are strictly prohibited.
  - **Volume and Weight Limits:** Tenants may receive up to **5 packages per month**, each weighing no more than **10 lbs**. The Provider reserves the right to refuse excess or non-compliant shipments.
  - **Uncollected Mail:** Mail or packages not collected within **30 days** will be returned or discarded. Unpaid rent will result in the return or disposal of mail **5 days** after the due date.
- **Phone Service:** A virtual phone extension will be provided and forwarded to the Tenant's specified number.
  - The forwarded number must be a **USA or Canadian phone number**.
  - **Text messaging services are not provided.**
  - Changes to the forwarding number require **one (1) week's written notice**.
- **Wi-Fi & Parking:** Complimentary Wi-Fi and parking are available during office use.
- **Coffee:** Complimentary coffee is provided.
- **Business Support:** Access to consultations, networking sessions, and resources.

## 2.5 Disclaimer of Liability

The Provider, Naz716 Business Center, shall not be held liable in any legal, financial, or other capacity for any products or services offered, sold, or provided by the Tenant or the Tenant's business. The Tenant assumes full responsibility for the quality, legality, and delivery of their products or services and agrees to indemnify and hold the Provider harmless from any claims, disputes, or damages arising from the Tenant's business activities.

## 2.6 Restrictions on Overnight and After-Hours Use

- Vehicles or clients are **not permitted** to remain on the premises **overnight, after business hours**, or during **off days**.
- The Provider's business hours are **8:00 AM to 4:30 PM, Monday through Friday**.
- The Provider is **closed during most American holidays**, including but not limited to:
  - New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- Access to the premises is strictly prohibited during these holidays unless prior written approval is obtained.
- Unauthorized overnight parking or use of the premises will result in a **\$100 penalty per occurrence**, with repeated violations leading to possible termination of this Agreement.

## 2.7 Abandoned Property

If any property is left behind after the termination or expiration of the Agreement, the Provider reserves the right to store, dispose of, or sell the property at the Tenant's expense after **10 days** of written notice. Storage costs will be charged at **\$50 per day**.

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## 3. Fees and Payment Terms

### 3.1 Payment Schedule

- The **six-month rental fee of \$594 (\$99 x 6 months)** is due upfront upon signing this Agreement.
- Rent for the following six-month term must be paid in full before the expiration of the current term.

## 3.2 Contract Renewal and Expiration

- The Tenant must notify the Provider at least **30 days** before the expiration of the current term to sign a new Agreement.
  - If no new Agreement is signed by the expiration date, this Agreement will be deemed **null and void**.
  - After the Agreement expires, the Tenant will have **seven (7) days** to remove all belongings and collect any remaining mail or packages. Failure to do so may result in disposal of such items at the Tenant's expense.
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## 4. Dispute Resolution

### 4.1 Mediation and Arbitration

- Any disputes arising from this Agreement shall first be resolved through **good faith mediation**.
  - If mediation fails, disputes will proceed to **binding arbitration** under New York State law.
  - Each party shall bear its own legal costs, and the costs of mediation or arbitration shall be split equally between the parties.
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## 5. Confidentiality and Non-Disclosure

- Confidential information includes, but is not limited to, business plans, client lists, proprietary materials, and other non-public information disclosed during the Agreement.
  - Both parties agree not to disclose proprietary or confidential information during or after the term of this Agreement. This clause remains in effect for **two (2) years** after termination.
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## 6. Miscellaneous

### 6.1 Governing Law

This Agreement is governed by the laws of the State of New York and, where applicable, the federal laws of the United States, with jurisdiction in Niagara County.

## 6.2 Severability

If any provision is deemed unenforceable, the remaining provisions shall remain valid.

## 6.3 Force Majeure

Neither party shall be liable for delays or inability to perform due to causes beyond their control, including acts of God, pandemics, governmental restrictions, labor strikes, or other unforeseen circumstances. If such events continue for more than **30 days**, either party may terminate the Agreement without penalty.

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## 7. Signatures

### Provider:

Naz716 Business Center

Name: \_\_\_\_\_ (Provider Representative Name)

Signature: \_\_\_\_\_ (Provider Representative  
Signature)

Date: \_\_\_\_\_ (Today's Date)

### Tenant:

Name: \_\_\_\_\_ (Full Name of Individual Signing  
the Contract)

Business: \_\_\_\_\_ (Name of Business the  
Contract Is For)

Emergency Contact: \_\_\_\_\_ (Emergency  
Contact Name and Phone Number)

Signature: \_\_\_\_\_ (Tenant Signature)

Date: \_\_\_\_\_ (Today's Date)