



9375 E SHEA BLVD., SUITE 100 | SCOTTSDALE, AZ 85260

**Package Type:**

MO = Business Mail Address | \$29/Month

**Client Information:** (Not 94 Hundred's Address)

Company Name:		Contact Name:	
Address:		City:	
State:		Zip Code:	
Telephone:		Email Address:	

**Handle mail as follows;**

My mail & faxes will be held at the center. I am responsible for picking up my mail and faxes, OR

I will collect my mail & fax

Daily

Weekly

Monthly

Forward my mail & fax

Daily

Weekly

Monthly

Forwarding Address:

**Payment Type:**

VISA  MASTER CARD  AMERICAN EXPRESS

**Billing Information:**

Card Holder Name:		Account Number:	
Billing Address:		City, State, Zip Code:	
Exp. Date (DD/YY):		CVV2 Number:	

**Monthly Charges:**

**Fixed Monthly Charges: \$29.00**  
*Applicable taxes will be applied on monthly invoice*

**Commencement Date:**

**Comments:** Client shall have access to conference rooms and other common areas of Corporate Center. To schedule conference room time, please email [info@9400shea.com](mailto:info@9400shea.com).

This agreement is a six (6) month term starting from the Commencement Date. Client must give a sixty (60) day termination notice in writing prior to or on the termination date. Such notice must be from the first business day of the calendar month, with termination effective at the end of a calendar month. No pro-rations of rent for partial months will be allowed. If Client does not give notice per the Terms of Business prior to or on the termination date, client's agreement shall Auto Renew ("AR") for an additional six (6) months. The AR shall reoccur every six (6) months. This Agreement incorporates the terms attached. By signing this Agreement Client confirms that they have read and understand this agreement. Both parties agree to comply with all terms and obligations. Any questions, please call 480-214-9500.

Name: \_\_\_\_\_ (printed)

Fed Tax #: \_\_\_\_\_ (printed)

SSN: \_\_\_\_\_ (printed)

Date: \_\_\_\_\_ (printed)

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

Name: Daniell R. Thompson ~ Director of Business

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

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

COPY OF DRIVER'S LICENSE(S)

## TERMS OF BUSINESS

The following terms apply to the service agreement signed by Client, and referred to as *(the "agreement")*. If two or more have signed the agreement, Client's liabilities are joint and several. The agreement supersedes any previous agreement Client may have had with Corporate Center for the same services, and contains all the agreed upon terms.

### SERVICES INCLUDED WITH YOUR MONTHLY CHARGES

**Virtual Office Services:** We will provide the following Virtual Office services during normal business hours Monday - Friday

- access to conference rooms Monday through Friday 8:00 AM to 5:00 PM (conference rooms may be available after hours)
- telephone answering by our operators 8:30 AM to 5:00 PM
- reception area
- heating and air conditioning
- lighting and electrical power
- servicing, maintenance and repair of Corporate Center equipment
- café room and coffee services

Corporate Center is happy to discuss special arrangements for use of these facilities outside our normal business hours.

**Conference Facilities:** All conference/meeting rooms are scheduled on a first come first served basis and if client is paying for a monthly package of hours, the unused hours do not accrue. Additional use will be billed on an hourly rate per the Services Sheet.

### CORPORATE CENTER VIRTUAL OFFICE SERVICES

The following services are available for an extra charge in accordance with our Facilities Pricing. These rates are subject to change with thirty (30) days written notice.

- Secretarial services
- Telephone sets, line and long distance
- Courier services
- IT Support
- Catering
- Voicemail-To-Email
- Photocopying
- Call screening
- Facsimile
- Meeting and conference rooms
- High speed internet access
- Reserved covered parking

**Parking:** All covered parking including the south parking lot, noted as Additional Parking, is reserved and is available at \$35 per space per month. If Client or employees/visitors of Client is seen in covered parking at any time and does not currently pay for that specific space, a \$35/vehicle fee will be attached to Client's invoice and the fee will occur monthly until notice is given from Client that the vehicle has been removed.

**Towing:** Corporate Center reserves the right without notice to tow any and all non-paying Clients that are seen in covered parking.

### UTILIZING CORPORATE CENTER

**General Rules:** Client must comply with any rules noted. Client is prohibited from bringing animals into the suites, and must refrain from playing music or use amplification equipment that can be heard outside the meeting rooms.

**Legal Compliance:** Client must comply with all relevant laws and regulations. Client may not interfere with the use of the facilities by Corporate Center or other clients, cause any nuisance or annoyance, cause an increase in the insurance premiums Corporate Center has to pay or cause loss or damage to Corporate Center or to the owner of any interest in the building which contains the facility. Client acknowledges that (a) the terms of the foregoing sentence are a material inducement to Corporate Center for the execution of this agreement and (b) any violation by Client of the foregoing sentence may constitute a material default by Client, entitling Corporate Center to terminate agreement.

**Client's Business:** Client may only use the building for virtual office related purposes as stated in agreement or subsequently agreed upon. Virtual Office use of a "retail" nature, including frequent visits by members of the public, is not permitted. Client may not carry on a business which competes with Corporate Center business. Client may not use the name 94 Hundred Corporate Center in any way in connection with their business.

**Building Directory:** Client's name may be added to the lobby directory depending on Client's Virtual Office Package. All additional signage must be approved by Corporate Center.

**Property:** Client must take good care of all parts of the facility, its equipment and furnishings which Client may come in contact with. Client must not alter any part of the facility. Client is liable for any damage caused by Client or Client's visitors.

**HVAC:** All thermostats are controlled by Corporate Center and Corporate Center only.

**Exit Doors:** All Exit doors may not be propped open for any reason. A \$300 fine may be applied to Client's invoice if Client, employees of Client and/or guests of Client are seen propping open any or all Exit doors. This also applies to the main entrance doors.

**Smoking:** Smoking within twenty-five (25) feet of Corporate Center's entrance or exits is prohibited. Smoking is prohibited in the under pass (also known as breezeway) at any time. Please see the front desk for designated smoking areas.

**Keys and security:** All keys and access cards assigned to Client remain Corporate Center property. Client may not make any copies of them or allow anyone else to use them without Corporate Center consent. Any loss must be reported to Corporate Center immediately and Client may be responsible for the cost of replacements and may also be responsible for changing locks if necessary. Should Client utilize meeting room(s) after normal working hours, it is Client's responsibility to secure the meeting room(s) upon leaving.

**Insurance:** It is Client's responsibility to arrange insurance for their property, and liability for Client's employees and guests.

### PROVIDING SERVICES

**Termination of Services:** Corporate Center may by notice, suspend the provision of Corporate Center services for reasons beyond our reasonable control. Payment of monthly charges will also be suspended for the same period.

**Corporate Center Liability:** Corporate Center is not liable for any loss as a result of Corporate Center failure to provide a service as a result of mechanical breakdown, strike, delay, failure of staff, termination of Corporate Center interest in the building containing the facility or otherwise, unless Corporate Center does so deliberately or Corporate Center is grossly negligent. Corporate Center is also not liable for any failure until Client has informed Corporate Center about it and given Corporate Center a reasonable time to cure.

### VIRTUAL OFFICE AGREEMENT

**Nature of Client Agreement:** Client's agreement is the commercial equivalent of an agreement for accommodation in a hotel. The facility is the property of Corporate Center and is in Corporate Center possession and control. Client acknowledges that the agreement creates no tenancy interest, leasehold estate or other real property interest in Client's favor with respect to the virtual office space. Corporate Center allows Client to share the use of this facility in order to provide services. The agreement is for Client only and cannot be transferred to anyone else. Corporate Center may transfer the benefit of Client's agreement and Corporate Center obligations under it at any time.

**Terminating Agreement.** The initial term of this Agreement is specified on the front page.

- **Auto Renewal** – Following the Termination Date, Client's agreement shall Auto Renew for an additional six (6) months. Agreement, Client's termination notice requirement remains the same as written below. See **Non-Renewal**.

- **Non-Renewal** - If Client does not wish to renew their Agreement at the end of their term, they must provide Corporate Center with a written notice of termination at least two (2) full calendar months prior to the end of the term of this Agreement. Such notice must be from the first business day of the calendar month, with termination effective at the end of a calendar month. No pro-rations of rent for partial months will be allowed. Client may not use any Security Deposit to pay last month's rent.

If Client continues to use the virtual office(s) after the end of their term and in the absence of either a notice to renew or terminate Client will be responsible for any loss, claim or liability Corporate Center incurs as a result of Client's failure to vacate.

- **Early Termination by Client** - If Client attempts to terminate this Agreement early, the Client will become liable for all remaining contract fees through the end of the Agreement term and Corporate Center will use a collection service to collect on any outstanding fees unpaid. The collection service may negatively impact individual and/or company credit ratings and may seek and receive legal judgments against Client. Client will be responsible for any legal fees involved in collecting.

- **Early Termination by Corporate Center** - Corporate Center may put an end to Client's agreement immediately by giving Client notice if:

- Corporate Center has a reasonable basis to believe that Client may not pay any outstanding or upcoming contract fees.

- Client is in breach of any of their obligations which cannot be put right or which Corporate Center has given Client notice to put right and which Client has failed to put right within fourteen days of that notice, or
- Client's conduct, or that of one of Client's visitors is incompatible with normal virtual office use.

If Corporate Center has to put an end to the agreement for any of these reasons, it does not put an end to any then outstanding obligations Client may have and Client must:

- pay for additional services incurred
- pay the standard fee for the remainder of the period for which the agreement would have lasted had it not ended, or (if longer) for a further period of three months, and
- Indemnify Corporate Center against all costs and losses Corporate Center incurs as a result of the termination

- **Mail and Phone Forwarding** - Upon termination, Client may elect for a fee to have their phones and mail temporarily forwarded to their new location by providing Corporate Center with written notice of such. For a fee of \$29/mo + the cost of postage, Corporate Center will forward mail to Client's new address for up to but not exceeding six (6) months. Phone numbers owned by Client can be forwarded to new phone number. Phone numbers owned by Corporate Center and used by client remain the property of Corporate Center and cannot be forwarded.

**Unavailability:** In the unlikely event that Corporate Center is no longer able to provide the services at the facility stated in Client's agreement then the agreement will end and Client will only be responsible for the standard monthly fees up to the date the agreement ends and for any services Client has used, and Corporate Center will try but not be obligated to find suitable virtual office space for Client at another facility of Client's choosing.

**Employees:** While Client's agreement is in force and for a period of six months following termination, Client agrees not to solicit or offer employment to any of Corporate Center staff. Should Client do otherwise, Client agrees that Corporate Center's loss is equal to the equivalent of one half year's salary for each of the employees concerned and Client agrees to pay Corporate Center damages equal to that amount.

**Notices:** All formal notices must be in writing.

**Confidentiality:** The terms of the agreement are confidential. Both parties agree that they will not disclose any of the terms of this agreement without the other's consent unless required to do so by law or an official authority. This obligation continues to be in effect after the agreement ends.

**Indemnities:** Client shall indemnify Corporate Center with respect to all liability, claims, damages, loss and expenses which may arise (except to the extent caused by Corporate Center gross negligence or willful misconduct)

- if someone dies or is injured while in the office(s)/meeting room(s) Client is using
- from a third party in respect of Client's use of the office(s)/meeting room(s) and services
- from a third party in respect of Corporate Center services to Client
- if Client does not comply with the terms of the agreement

Client must also pay any costs, including reasonable legal fees, which Corporate Center incurs in enforcing the agreement.

**Consequential Loss:** If for any reason Corporate Center cannot provide Client with any service, Corporate Center liability is limited to crediting or returning to Client a fair proportion of the relevant fee. To the extent permitted by law Corporate Center has no liability whatsoever for any consequential loss as a result of anything Corporate Center or their staff do or fail to do.

**Applicable law:** This agreement is interpreted and enforced in accordance with the laws of the State of Arizona. Both parties agree to accept the non-exclusive jurisdiction of the courts of such jurisdiction.

### CORPORATE CENTER VIRTUAL OFFICE FEES

**Monthly Charge:** The monthly charge is payable in advance and in full by the 1<sup>st</sup> day of each month. For a period of less than a month the fee will be prorated on a daily basis. Client agrees to pay promptly (i) all sales, use, excise and any other taxes and license fees which Client is required to pay to any governmental authority (and, at our request, will provide to us evidence of such payment) and (ii) any taxes paid by us to any governmental authority that are attributable to the virtual office(s), including, without limitation, any gross receipts, rent and occupancy taxes, or tangible personal property taxes.

**Payment terms:** All payments are to be made on or before the required date. Preferred payment shall be by check or money order. Credit card payment may also be available, but there may be an additional processing fee involved. If Client pays by check and the check is returned by our Bank for insufficient funds, Client will be charged a \$50 NSF fee, a 20% late fee and from then on will be required to make all payments by cash, cashier's check or money order.

**Security Deposit:** The security deposit specified in this Agreement will be held by Corporate Center as security for performance of all obligations under the Agreement. In addition, Corporate Center may require Client to sign a Personal Guarantee covering the total economic value of this Agreement. The security deposit, or any balance after deducting outstanding charges and other costs due to Corporate Center, will be returned to Client within 60 days following the termination of the agreement. Corporate Center may require Client to pay an additional security deposit if:

- outstanding fees exceed the security deposit being held
- Client consistently fails to pay monthly charges in a timely manner

**Late payment:** If Client does not pay charges by the 5<sup>th</sup> of each month, Corporate Center will automatically charge a late fee \$10 per day through the 10<sup>th</sup> of the month. If payment is not received by the 10<sup>th</sup>, Client services will be disconnected until all fees are paid in full. All late charges are to be paid by cash, cashier's check or credit card only. If Client does not pay unpaid balance by the last day of the month, then Client will be considered in breach of the agreement and the agreement will be cancelled. Any security deposit will be forfeited and any fees collected up to that date will be non-refundable. If Client is late a second time within a 6-month period, a late fee of \$20 per day through the 10<sup>th</sup> of the month will be assessed. If client is late a third time within a 6-month period, a late fee of \$50 per day through the 10<sup>th</sup> of the month will be assessed. If Client is late a fourth time within a 6-month period, Corporate Center will cancel this agreement and all security deposits will be forfeited and Client will be all services will be disconnected. If Client disputes any part of an invoice, Client is required to pay all amounts not disputed by the due date.

**Withholding services:** Corporate Center may withhold services (including for the avoidance of doubt, denying Client access while there are any outstanding charges and interest or Client is in breach of the agreement.

**Subordination:** This agreement is subordinate to a Master Lease with Corporate Center' landlord and to any other agreements to which the lease with our landlord is subordinate.

Initials:

**SERVICES SHEET**

SERVICE	DESCRIPTION	RATE
Phone/Fax Porting	Port existing phone and fax numbers to 94 HUNDRED system(s)	One Time Fee of \$150/line
Phone/Fax Forwarding/Porting	94 HUNDRED assigns phone/fax numbers that may be sold upon termination of agreement for use outside of 94 HUNDRED Corporate Center	One Time Fee of \$150 per phone/fax number
Technical Support (External)	Technical Support- Phones/Internet/Networking by a 3rd Party Vender	\$150/Hour (one hour minimum) billed in 30 min. increments thereafter
Technical Support (Internal)	Technical Support- Phones/Internet/Networking by Internal/In-House Staff	\$30/Hour (one hour minimum) billed in 30 min. increments thereafter
Static IP Address	Permanent dedicated internet address that does not change. Useful for company printers, remote logins, and VPN's.	\$15/month
Copying/Printing- Black & White	Copies/Prints on Common Copier	\$0.10/page- Volume Discounts for 500+ pages/month
Copying/Printing- Color Laser	Copies/Prints on Common Copier	\$.90/page- Volume Discounts for 500+ pages/month
Shared Fax Service	Incoming or Outgoing	\$1.00/page
Postage & Package Sending	USPS, FedEx, UPS etc.	Actual Postage +25% service
Office Supply Orders	Staples, Office Max, Etc.	Actual Charge +20% service
Phone Usage/Long Distance	Local/Local Toll/Intra-State/Interstate/International	Long Distance (US): \$.10/Minute Discounted Long-Distance Packages Available
Large Conference Room (Aztec)	Additional Hours after Allowance (if any)	\$45/Hour, \$295/Day
Medium Conference Room (Zuni)	Additional Hours after Allowance (if any)	\$35/Hour, \$195/Day
Small Conference Room (Navajo)	Additional Hours after Allowance (if any)	\$25/Hour, \$175/Day
Day Office (Private Furnished Office)	Additional Hours after Allowance (if any)	\$25/Hour, \$175/Day
Large-Small Conference Room (Non-Client)	One hour minimum, 24 hours advance notice, paid up-front	\$50/Hour
Canceling Conference Room Time	Clients Must give a one (1) hour notice to cancel conference room time for Large(Aztec), Medium(Zuni), Small(Navajo), and Day Office	If notice is not given, clients will be charged according to the location and time scheduled
Snacks & Water	Tenant and Client use of Snacks & Waters located in each Conference Room	\$1/Item
Office Supply - Paper	Ream or Case of Paper	Ream \$3.74/Each Case of 10 \$37.50
Office Supply - Batteries	AA & AAA Batteries	\$5/4 Pack
Office Supply - Envelopes	Small, Medium, Large, Extra Large Envelopes	Small \$0.10/Item, Medium \$0.15/Item, Large \$0.25, Extra Large \$0.50/Item
Advil & Excedrin	Package of Two	\$1/Item
Covered Parking	Assigned Reserved Parking available	\$35/Month if attached to the duration of Service Agreement \$45/Month for month to month usage
Administrative Services	Administrative Assistant temporarily providing service for company projects	\$30/Hour
Notary Services	Notary Services available at the front desk	\$4/Entry
Additional Keys	Additional keys or Access Cards	\$25.00/Item
Replacement of Lost Keys/Parking/ Building Access	Lost keys	\$250.00 plus cost of replacement keys
Late Fee	For invoices not paid by the 5th Calendar day each month	10% of Total Charges/day up to the 10th; Services Disconnected thereafter
Bounced Checks	For checks returned	\$50 + late fee charge (above)

All prices are subject to change from time to time with 30 day written notice. By initialing below you agree to these additional prices upon commencement of service agreement unless otherwise notated on page one (1) of the agreement. This pricing list shall be considered a part of the entire service agreement.

Initials: