

"COWORKING" SERVICE AGREEMENT

This agreement is made on _____ 20_____, by and between the Ponca City Development Authority ("The Owner") having coworking space in The Link at City Central, 400 East Central, Ponca City, Oklahoma, 74601 _____ ("Member"). The parties for themselves, their legal representatives, successors and assigns, agree as follows:

Owner and Member hereby agree to the "Coworking" service agreement as described herein.

1. As a "Coworking" client for _____ list office or desk number _____, Lessee will be provided with the services selected in Exhibit "A".
2. Owner hereby grants member the privilege to use in common with other lessees and parties that the Owner may designate certain amenities located in The Link at City Central, located on the ground floor of the City Central building, 400 East Central, Ponca City, Oklahoma (Facility) the use of all of which are subject to such reasonable rules and regulations as the Owner currently has in place and may adopt from time to time. The amenities are more particularly described in attached Exhibit "A". "The Operating Standards" as presently in place and governing the use of the facility are attached in Exhibit "B".
3. In Writing: All rental agreements shall be in writing, no verbal agreements shall be honored.
4. Term: The term of this Agreement shall be for a period of _____ month (12 months maximum), beginning _____ and ending on _____.
5. Fees: For and during the term of this Agreement, Member shall pay Owner a monthly/weekly (circle one) installment of \$___350___ (per Exhibit A) payable in advance of the first day of each calendar month or term, or a daily prorated amount for any partial calendar month during the term. If any payment of fees or other charges due under this agreement is not received within five (5) calendar days after its due date, the Member will also pay, as additional rent, a late payment charge of an amount equal to 10% of any amount owed to Owner. Payments may be made by check, money order or by credit card. b. If a Member's check is returned for any reason, Member will pay any additional charges associated with a returned check and, for the purpose of considering default and/or late charges it will be as if the payment represented by the returned check had never been received.
6. Services: So long as Member is not in default hereunder, Owner shall make available to Member only the services more particularly described in Exhibit "A". Such services shall be offered to Member, in conjunction with such services being offered by Owner to its other Members, without charge for the reasonable use of the same. b. In addition, provided Member is not in default hereunder, Owner shall make available to Member certain other services, if Owner agrees in writing, the cost of which shall be billed to the Member as additional charges and the payment of which shall be subject to the same terms and conditions as those governing the payment of the Fixed Monthly Charge herein regardless of when such charges are billed to the Member.
7. Waiver of Claims a. Member waives any recourse as against the Owner for any claimed liability arising from the provision of telecommunications services including, but not limited to loss, damage, expense or injuries to persons or property arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing telecommunications services

provided same are not caused by the willful acts of Owner, as well any claim for business interruption and for consequential damages. b. Both parties hereby agree to defend, indemnify and hold the other harmless from and against any and all claims, damages, injury, loss and expenses to or of any person or property resulting from the acts or negligence of their agents, employees, invitees and/or licensees while in the Building.

8. Operating Standards: The Operating Standards attached to this Agreement as Exhibit "B" are hereby made an integral part of this Agreement. Member, its agents, guests, invitees, visitors and/or any other persons caused to be present in and around the Building by the Member shall perform and abide by the rules and regulations and any amendments or additions to said rules and regulations as Owner may make. In addition, Member, its agents, guests and invitees shall abide by all applicable governmental rules, regulations, statutes and ordinances relating in any way to the Building or Member's use of the Building; failing which Member shall be in default hereunder and shall pay any fines or penalties imposed for such violation(s) directly to the appropriate governmental authority or to Owner, if Owner has paid such amount on behalf of Member. Such remedy shall not be exclusive. It is hereby further explicitly agreed and understood that full compliance with the Operating Standards as set forth constitutes a material obligation of this Agreement, and that failure to so comply shall constitute a violation of this Agreement entitling the Owner to exercise any of its remedies pursuant to this Agreement or otherwise.

9. Building Damage: In the event the entire building or facility is damaged or destroyed so as to render the Building fully untenable and unrestorable in Owner's sole judgment, then within 30 days thereafter by written notice to the other party, either party shall be able to terminate this Agreement, which will terminate as of the date thereof.

10. Notices: Any notice under this Agreement to Owner shall be in writing to the party at the address set forth below: Ponca City Development Authority, 400 East central, Suite 200, Ponca City, OK 74601. Any notice to Member shall be delivered to the Member at the facility, or by first class mail to the address listed below.

11. Time of Essence Time is of the essence as to the performance by Member of all covenants, terms and provisions of this Agreement.

12. Severability: The invalidity of any one or more of the sections, subsections, sentences, clauses of words contained in the Agreement or the application thereof to any particular set of circumstances, shall not affect the validity of the remaining portions of this Agreement or of their valid application to any other set of circumstances. All of said sections, subsections, sentences, clauses and words are inserted conditionally on being valid in law; and in the event that one or more of the sections, subsections, sentences, clauses or words contained herein shall be deemed invalid, this Agreement shall be construed as if such invalid sections, subsections, sentences, clauses of words had not been inserted. In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid portions had not been a part thereof. In addition, the parties acknowledge (i) that this Agreement has been fully negotiated by and between the parties in good faith and is the result of the joint efforts of both parties; (ii) that both parties have been provided with the opportunity to consult with legal counsel regarding its terms, conditions and provisions and (iii) that regardless of whether or not either party has elected to consult with legal counsel, it is the intent of the parties that in no event shall the terms, conditions or provisions of this Agreement be construed against either party as the drafter of this Agreement.

13. Execution by Member. The party or parties executing this Agreement on behalf of the Member warrant(s) and represent(s): (i) that such executing party (or parties) has (or have) complete and full authority to execute this Agreement on behalf of Member; (ii) that Member shall fully perform its obligations hereunder; (iii) Member is at least 18 years of age.

14. Covenant and Conditions Each term, provision and obligation of this Agreement to be performed by Member shall be construed as both a covenant and condition.

15. Entire Agreement: This Agreement embodies the entire understandings between the parties relative to its subject matter, and shall not be modified, changed or altered in any respect except in writing signed by all parties.

IN WITNESS WHEREOF, Owner and Member have executed this Agreement as of the date above written.

Owner: **Ponca City Development Authority, A Public Trust**

Signed: _____ Date: _____

Print Name: _____

Title: _____

Address: 400 East Central, Suite 200, Ponca City, Oklahoma 74601

Phone: 580.765.7070 Email: _____

Member/Client

Signed: _____ Date: _____

_____ Date: _____

Print Name: _____

Print Name: _____

Permanent Address: _____

Phone: _____ Email: _____

EXHIBIT “A”

As a “Coworking” Member you will be provided with the following services:

First Come/First Served 30 Day Membership

\$75 per month for workstations that are available on a **first come, first served basis**, and members are advised that no specific workstations are considered the exclusive workstation of any specific member. The Link at City Center does not guarantee the availability of a workstation at any time. All workstations shall have access to the building’s wireless internet connection. There is one workstation area desk equipped with a hardline internet connection. This membership will also have access to a small locker.

Workstations/Desks:

Permanent

\$40 per week for a permanent desk workstation location, \$150.00 per month.

Private Offices:

\$350 per month for a reserved office of approximately 150 square feet. Each office is equipped with a hardline connection, if needed, or Wi Fi to the building’s internet server.

Conference Room:

Members are entitled to the use of the conference room in The Link on a first come, first served basis. The first ten hours of use in any 30 day period is free with a charge of \$10 per hour for any time that exceeds ten hours. Priority conference room scheduling allows you to reserve the conference room up to 60 days in advance. Any member who is using the conference room must leave when a party with a reservation for that time arrives. PCDA reserves the right to make changes to the availability of and reservation policies for The Link conference room at any time.

Printing, Copying and other Services:

For all copies, a member must have a credit card on file with The Link and charges for copies will be billed to that card monthly.

.09 cents per copy for black and white-Members receive 10 free copies of black and white copies per day. Unused free copies may not be carried over to another day.

.25 cents per copy for color copies-No free color copies.

Scanning, Faxing and Shredding: Included

Locker: \$10 per month for a reserved locker

Listing on our Web Site and Building Directory:

Members with permanent desks and office will be listed on the building directory and the building’s web site. The listing will include the name, company name and up to 100 words to describe your business on our web site.

Annual Price Review and Adjustments

All rates will be reviewed and adjusted on an annual basis. Any increases will be posted in the Co-Work Center at least 60 days from the date at which the new prices will go into effect.

-4-

Member Initial: _____

EXHIBIT “B”- OPERATING STANDARDS

OS-1: The noise level will be kept to a level so as not to interfere with or annoy other Members.

OS-2: Member may not conduct any activity within the Building which in the sole judgment of the Owner will create excessive traffic or is inappropriate to the “Coworking” environment. Any minors brought on the premises must be supervised and must not disturb other members, tenants or guests.

OS-3: No advertisement, identifying signs or other notices shall be inscribed, painted or affixed on any part of the building. Member agrees not to attempt unsolicited sales within the building.

OS-4: Immediately following Member’s use of conference room space and/or visual equipment, Member shall clean up and return the space and equipment to the state and condition it was in prior to Member’s use. If not, Owner may charge Member for any other expenses required to restore the conference space and/or equipment to its original condition.

OS-5: Member and guests of the Member may not bring animals into the Building except for those assisting disabled individuals.

OS-6: Member shall cooperate and be courteous with all occupants of the Building and Owner’s staff and personnel.

OS-7: The Lessee must be in compliance with all Federal and State laws and regulations as well as all City of Ponca City ordinances.

OS-8: Per municipal ordinance, smoking, vaping or the use of any other tobacco products are not allowed on the premises including the courtyard on the north side of the building at any time.

OS-9: The use of candles or open flames on the premises are prohibited. Battery operated candles or similar lights are permitted.

OS-10: PCDA shall not be liable for the security of any desk, workstation, office conference room materials or any item left on the premises by the member.

OS-11: The member is advised that parking for the building consists of a PCDA-owned parking lot on the west side of the building as well as another on the south side of the building, north of Oklahoma Street. In addition, there is street parking available in the vicinity of the building and members are advised to park in compliance with City of Ponca City ordinances. This agreement expressly does not exempt the member or any agent, vendor or customer of the member from any city ordinance nor does it give explicit permission to park in any parking lots not specifically identified above.

OS-12. PCDA shall retain the right to move the member to a comparable situation at PCDA's discretion if necessary.

OS-13: Owner reserves the right to make such other reasonable rules, regulations and reservation policies as in its judgment may from time to time be needed for the safety, care, appropriate operation and cleanliness of the Building.

