

OFFICE CO-SHARING AGREEMENT

This agreement is by and between Forest Investments, LLC (“Forest”) and _____ (“User”) executed this ___ day of _____, 20____ at South Lake Tahoe, California; Forest and User are collectively referred to as the “Parties”.

RECITALS

A. Forest has established a co-sharing computer-office facility located at 1060 Ski Run Blvd #200, South Lake Tahoe, CA 96150 (“Facility”).

B. The Facility consists of several separate workstations made up of individual desks or rooms, as applicable, where a User can occupy a dedicated area at the Facility for office work purposes and, with optional services (“Optional Services”) with access to WIFI, printing, copying, faxing and various other business office amenities. Charges are based upon usage and pursuant to the then applicable fee schedule. In addition to the terms said forth herein, additional terms and information are included in therate schedule (“Pricing Schedule”) and the rules and regulations (“Rules and Regulations”) for the Facility.

C. User desires to use the Facility and the terms and condition set forth below.

Accordingly, the parties agree to the following:

1. **Term and Location of License.** Forest shall provide User and User agrees to accept the following work area: _____ for the base rate of \$ _____ for one half day(½ day) (morning or afternoon) for the date of _____ from the hours of ____ to ____ plus additional fees for Optional Service as further described in the Pricing Schedule.

2. **Non-transferable.** This License is personal to User and is limited to the User only. This license shall not be assigned, transferred or shared with any third party by User. Any attempted assignment or sharing of this license will result in the automatic termination of any further use of the Facility by the User.

3. **Exclusive Work Area.** User has exclusive use of the designated work area and non-exclusive use of common areas as further described in the Map attached as Exhibit “A”.

4. **Optional Service.** Optional Services or purchase on a per user basis. The Services may include some or all the following: Internet WiFi, Private IP address, Printing, Copy, Fax and Scanning. Optional Services must be used concurrent with the purchased time slot(s).

5. **Common Area.** Common areas of Facility are exclusively to: Meeting room, Bathroom, Hallways, and Copier space and any other area specifically identified by the Map. Unless otherwise restricted, User may use the common areas consistent with the use of this license.

6. **Communications.** Any notices required under this agreement or other communications shall be given to User at the Facility or at the User’s designated email below and to Forest at TahoeGump@gmail.com or 1060 Ski Run Blvd #100, South Lake Tahoe, CA 96150.

7. **No Tenancy Created.** The whole of the Facility remains in Forest's possession and control. USER ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE, OR OTHER REAL PROPERTY INTEREST IN USER'S FAVOR WITH RESPECT TO THE ACCOMMODATIONS.

8. **As Is.** The License provided herein is provided services "as is" and Forest disclaims all warranties and conditions. The entire risk of participating in or using Facility remains with the User, including, without limitation, User protection of its confidential matters in connection with the use of the Facility.

9. **Rules and Regulations.** The use of the Facility is subject to the Rules and Regulations as prepared by Forest and are subject to change without notice.

10. **Time Is Of The Essence.** This License shall begin and end as set forth above. Time is of the essence.

11. **License Fees.** All fees for the use of this license shall be due and payable prior to the commencement of the use period.

12. **Limitation Of Use.** User may use the facilities and services for legitimate business purposes only and consistent with the use of this License. Forest shall not be used for any purpose that is unlawful, prohibited, or that could damage, disable or impair any of Forest resources, or keep other licensees from using Forest resources, and, shall not conduct any activity on the Facilities which is forbidden by law, hazardous, or may invalidate or increase the premium of any insurance policy carried by Forest or its partners. User agrees to strictly adhere to the Rules and Regulations. Forest may immediately terminate a User's Agreement in Forest's sole discretion, if User uses vulgar, abusive, violent or insulting language, or demonstrates aggressive behavior directed toward or observed by any of Forest's other licensees, staff or User takes action to disrupt the business environment of the Premises or if User's business lawfulness is questioned by local, state or federal policing or regulatory authorities.

13. **Billing.** While initial fees for this license shall be due and payable prior to use of this license, in regarding to any subsequent charges the following will apply: User agrees that any errors or delays in billing for additional charges may be corrected by Forest at any time. User will have 30 days to dispute any charge from the date of the first invoice with disputed charge. All disputed charges must be submitted to Forest in writing. User agrees to pay any amount not in dispute by the due date.

14. **Scheduling:** All office co-sharing products are subject to availability and may be withdrawn by Forest at any time. If your time reservation cannot be fulfilled, you will be offered an alternative or given a refund for the unavailable office co-sharing product.

15. **Taxes.** If applicable, User agrees to pay for all sales, use, and consumption taxes which Forest is required to pay for via local tax regulations.

16. **Damage to Facility.** Manner of Use: Damages to Premises: User agrees to not damage, deface or alter the offices, meeting rooms, common areas, furniture, furnishings, walls, ceilings, floors or equipment or otherwise improperly use the space. If Forest is forced to make repairs due to User's use of the space, User will reimburse Forest for all costs associated with repair over and above normal wear and tear.

17. **Confidentiality.** User shall have the full and sole responsibility to protect any confidential information User may have while using the Facility.

18. **Termination of Agreement.** Any notice required or permitted under this Agreement must be in writing addressed to Forest via email (with confirmation from Forest) or delivered to Forest at the Facility. User agrees Forest's written notice may be delivered via email.

19. **Personal property.** User shall remove all personal property from the Facility upon the expiration of this License. All personal property remaining after the expiration of this License shall be deemed abandoned, may be disposed of by Forest in Forest's sole discretion.

20. **Good Condition.** User will keep all furniture in as good a condition as when User commenced use, normal wear and tear excepted. User agrees to vacate the premises promptly and to leave the Space being used in a clean and tidy condition for the next User. User will be charged for any space left with trash (left out of the trash cans) and any physical abuse of the furniture, wall decorations, paintings, walls , doors , fixtures and any and all equipment including but not limited to printers, computers, monitors, TV's, glass boards, flooring for replacement and or repairs, if required. The minimum charge for clean-up shall be \$99.00 per User if the space used is left in an unusable or unclean condition for the next User.

21. **Miscellaneous Provisions Occupancy.** If occupancy cannot be provided by Forest for any reason by the commencement date, Forest shall not be liable for any damages, but rent shall not accrue until occupancy can be provided or refunded by Forest as determined by Forest in its sole discretion. Relocation: Desk Space Users agree that Forest may require that you relocate to another office/desk space within the Premises. Forest will make space available of approximate equal size (or larger) and similar configuration for the remainder of the time slots at a rate no greater than User's current Fees for the same number of Users.

22. **Insurance.** User understands that Forest does not provide any insurance for User's benefit. User agrees to insure, at its own expense, its personal property from all perils and assumes all risk of loss with respect to her/hers/its property. User agrees to endorse Forest as additional named insured on its policy.

23. **Waiver.** User acknowledges that due to the imperfect nature of verbal, written, and electronic communications and equipment, Forest shall not be responsible for damages, direct or consequential, which may result from the failure of Forest to furnish any service, including but not limited to the service of conveying messages, communications, and other utility or services described under this Agreement or agreed by Forest.

24. **Venue.** Venue for any dispute arising this license shall be the Superior Court of California, El Dorado County, South Lake Tahoe session. If any provision or portion of this agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect to the fullest extent permitted by law.

25. Limitation of Liability.

(a) Due to the imperfect nature of technology and verbal, written, mailed, or electronic communication, as well as mistakes by or associates, or due to strike, Force Majeure, or other unforeseen occurrence, User agrees that Forest is free from all liability for claims for damages by any reason in connection with the use of the Facility. This indemnification of liability includes any perceived loss of business, profits, or anticipated earnings that arises out of or is in connection with User's use of Forests' services including internet and computer services, or center specific services. User agrees that Forest is to be free from all liability for claims for damages by reason of injury to any person or loss or damage to any property from any cause while in, upon, or in any way connected with the facilities of Operator. User agrees to hold Forest harmless from all liability, loss, cost, or obligations arising out of any such injuries or losses, however occurring. Limitation of Liability: Forest shall not be liable for any direct, indirect, incidental, punitive, special, multiple, or consequential damages resulting from User's use or inability to use the Services or for cost of procurement or substitute goods and services or resulting from any products or services purchased or obtained through the site including loss of profits, use, data or intangible property, even if Forest has been advised of the possibility of such damages. By acceptance of this Agreement, User hereby releases Forest from any obligations, liabilities and/or claims in excess of this limitation.

(b) Notwithstanding the foregoing limitation of liability in subsection "a" of paragraph 24. above, in the event User brings action for damages against Forest arising from this Agreement, and in the event the foregoing indemnification and release language set forth above is deemed unenforceable by a court of competent jurisdiction, then the parties agree that loss of harm sustained by User from a breach of contract by Forest at the time of entering this contract uncertain, impractical or extremely difficult to fix the actual damages, that Two Hundred Fifty Dollars (\$250) is a reasonable relationship to the actual damages the parties could have anticipated at the time of entering the Agreement.

26. **Amendments.** This instrument and all documents incorporated by reference contains the entire Agreement of the parties. No representation or promise relating to and no amendment of this Agreement shall be binding unless it is in writing and signed by both parties.

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26. **Acknowledgement.** By purchasing time slots to use the Forest, I acknowledge that I have read the above terms of this Agreement, in their entirety, and that I understand and agree to abide by the above Agreement, the Rules and Regulation and Pricing Schedule. Any questions about this Agreement, or about issues not covered herein, may be addressed to TahoeGump@gmail.com.

Forest Investments, LLC/ "Forest"

Dated: _____

Mireya Ortega
Its Managing Agent

"User"

Dated: _____

By: _____

Driver's License: _____

Mailing Address:

E-Mail Address: _____

Telephone: _____