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**HISTORIC THEATRE BUILDING, LLC
OFFICE SPACE LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement") is dated **Date of agreement** (the "Effective Date") between Historic Theatre Building, LLC., a Kansas limited liability company ("HTB"), and **Tenant Name** (Client). The recitals are an integral part of this Agreement.

WHEREAS, HTB owns and operates an office center located at 5913 Woodson Rd. Mission, Kansas 66202 (the "Office Center") wherein clients are provided certain services, including the Base Services (defined below), and are granted a license to utilize the Office Center;

WHEREAS, Client desires to utilize the Office Center and be provided the Base Services, and possibly additional services from time to time, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES.

a. **Base Services and Client Responsibilities.** HTB agrees to provide the base services to Client as listed in Schedule 1 attached hereto (the "Base Services") in consideration of a Monthly Base Fee (described below) and client agrees to be responsible for its responsibilities as listed in Schedule 1. From time to time, during the term of this Agreement, HTB may, at its option, make other services available to the Client (the "Additional Services") at fees established by HTB for the Additional Services from time to time. In the event the Client is in default of this Agreement, HTB at its option may cease to furnish any and all Base Services or Additional Services, if any.

b. **Access to Office Center.** The Client, as part of the Base Services provided to it by HTB, is granted a license to use the Office Center and shall have access to the Office Center 24 hours a day, 7 days a week. The Office Center will maintain operating hours and be open to the guests of HTB clients from 8am to 5pm, Monday through Friday. HTB agrees to maintain the Office Center in a condition reasonably acceptable for office use and during such reasonable hours as shall be determined by HTB. Client shall use the Office Center solely for general office use in the conduct of the Client's business. If requested, HTB will provide one (or more) suitable office facility(ies) for the Client upon such terms and conditions routinely applicable to the Office Center, with the space and in the configuration as reasonably requested by the Client and reasonably determined by HTB (each a "Designated Office"). HTB will have the right to relocate the Client to one or more Designated Offices within the Office Center, from time to time, provided each such Designated Office is substantially similar in area and configuration to the original Designated Office space initially requested by the Client. The Client shall incur no increase in the Monthly Base Fee or any relocation cost or expense in such event.

c. **Designated Office.** Client is hereby assigned the use of the office space(s) numbered **XXX** as noted on the attached floor plan.

2. LICENSE. This Agreement is not intended to create a lease or any other interest (possessory or otherwise) in real property in favor of the Client, but merely creates a revocable, non-exclusive license in accordance with the terms thereof. This Agreement grants the Client a non-exclusive license to use the Office Center, which may include one or more Designated Offices from time to time, for specific purposes herein set forth without diminution of the legal possession or control thereof by HTB and shall be revocable at the option of HTB described in Paragraph 9 below.

3. TERM. This Agreement shall commence on the Effective Date and shall continue for a period of 6 months ("Initial Term"), unless earlier terminated as provided herein. Upon the expiration of the Initial Term, unless this Agreement has previously been terminated in accordance with Paragraph 9, this Agreement shall automatically renew for consecutive monthly periods (each, a "Renewal Term"); provided, however, that either party may terminate this Agreement effective as of the expiration of the Initial Term or any Renewal Term by giving the other party written notice of such termination at least thirty (30) days prior to the expiration of such Initial Term or any Renewal Term; provided, further, that HTB shall give the Client thirty (30) days written notice prior to the expiration of the Initial Term or any Renewal Term of any increase to the Monthly Base Fee for the next Renewal Term.

4. PAYMENTS.

a. **Monthly Base Fee.** In consideration for the Base Services, including the license to use the Office Center, and for other good and valuable consideration, the Client agrees to pay HTB a monthly sum of **\$XXXX**, plus any applicable sales and use taxes (the "Monthly Base Fee"), during the Initial Term of this Agreement and any Renewal Term, without any deduction, offset, notice, or demand; provided however that if HTB has given the Client the proper notice of any increase to the Monthly Base Fee in accordance with Paragraph 3 hereof, the new Monthly Base Fee shall apply. The Monthly Base Fee for each calendar month will be due on or before the First (1st) day of such calendar month and considered late and subject to late charges on the Fifth (5th) day of such calendar month. If the Effective Date is other than the first day of the month, the Monthly Base Fee for the initial calendar month of this Agreement shall be prorated. **Notwithstanding the foregoing, Client agrees that the Monthly Base Fee has been negotiated based upon the understanding that Client will provide Client's own furnishings for the Designated Office. Client acknowledges and understands that the furnishings to be utilized by Client in the Designated Office are subject to HTB's approval, which may be withheld in HTB's sole and absolute discretion. The Client understands and acknowledges that Client's furnishings shall be clean and professional, and that HTB will not approve any**

furnishings that are unseemly, unduly worn, broken or unprofessional. To the extent that HTB must provide furnishings for the Designated Office, the Monthly Base Fee will be increased.

b. Additional Services. Charges for any Additional Services purchased by the Client from HTB shall be due and payable on the 1st day of the month following the order for any such Additional Service.

c. Service Retainer. Upon execution of this Agreement, the Client shall pay HTB a retainer in the amount of \$XXX (the "Service Retainer"). The Service Retainer need not be kept separate from other funds of HTB. In the event the Client defaults in the performance of any of the terms of this Agreement, HTB may terminate this Agreement and the license herein granted and may also use, apply or retain the whole, or any part of the Service Retainer, for the payment of any service fee or any other payment due hereunder, or for payment of any other expense that HTB may incur by reason of the Client's default. Except as otherwise provided in this Agreement, if, upon the termination of this Agreement, the Client has fully and faithfully complied with all of the terms and provisions of this Agreement, and surrendered all keys, access cards, and building passes, the Services Retainer, or any balance thereof, will be returned to the Client within forty-five (45) days thereafter.

d. Payment; Late Charges. All Monthly Base Fees and other sums payable under this Agreement shall be paid at the office of HTB, or at such other location or to any agent designated in writing by HTB. In addition to any other sum due, the Client shall pay late monthly charges equal to five percent (5%) of all amounts that have not been paid to HTB on or before their respective due dates. In addition, Landlord shall be entitled to impose upon Tenant a service charge of \$50.00 per day for each rent payment not received by the fifth (5th) day of the month. Notwithstanding the foregoing, the Client understands and acknowledges that if Client does not pay all Monthly Base Fees and other sums payable under this Agreement on or before their due dates, Client will be in default under Paragraph 8 of this Agreement and HTB may exercise all rights granted to it under this Agreement or applicable law, including, without limitation, the right to terminate the Agreement under Paragraph 9 of this Agreement.

5. **DAMAGES; ENTRY INTO DESIGNATED OFFICE.** If applicable, upon the termination of this Agreement, each Designated Office made available to the Client shall be in as good condition as when the Client commenced the use thereof. The Client agrees that upon the expiration of the Term of this Agreement, or upon termination of this Agreement as provided herein, HTB is entitled to retain the Service Retainer in payment of necessary repainting, re-flooring and cleaning fees for each Designated Office last occupied by the Client.

Notwithstanding the foregoing, and to the extent the monetary amount of any damage to any Designated Office exceeds the Client's Service Retainer, the Client shall remain responsible for the costs of repairing any damage to any Designated Office or HTB-owned furniture located in the Office Center, including any furniture in the Designated Office, and to return the same to HTB in good condition. HTB will have the right, at anytime and from time to time, to enter the Designated Office to inspect the same and to make such repairs and alterations, as HTB reasonably deems necessary. The Client, on demand, shall reimburse the cost of such repairs resulting from the act or omission of the Client to HTB. HTB shall have the right to enter and to show the Designated Office to prospective Clients, provided HTB will use reasonable efforts not to disrupt the Client's business.

6. **RELEASE AND INDEMNIFICATION.** HTB, and its respective owners, directors, licensors, officers, agents, representatives, servants and employees (the "Released Parties") shall not, to the extent permitted by law, be liable for, and the Client hereby waives, releases and forever discharges the Released Parties of and from, any and all claims, demands, causes of actions, acts, rights, obligations and liabilities of every kind and every nature whatsoever, which the Client ever has or claims to have or hereafter may have or assert against any of the Released Parties, arising out of or associated with respect to this Agreement, including, without limitation, any injury to any person, or damage to or loss or destruction of any property of the Client, its officers, directors, owners, employees, authorized persons, agents, representatives, contractors and guests due to the Client's use of or presence in the Office Center, or any act, omission or occurrence in or around the Office Center.

Not in limitation of the foregoing, the Client acknowledges, that due to the imperfect nature of verbal, written and electronic communications, the Released Parties shall not be responsible for any damages, direct or consequential that may result from failure of HTB to furnish any service, included but not limited to the service of conveying messages, communications, and other utility or services required under this Agreement, or any defects in connection with the performance of such services. Further, Client acknowledges that HTB is not responsible for any property, tangible or intangible, that may be located in and around the Office Center, and loss, damage or destruction of or to any such property due to theft, power surges or power failures or any other causes; and, pursuant to this Paragraph 6, the Client has waived and agreed not to make any claim for damages, direct or consequential, including with respect to lost business or profits, arising out of any failure to furnish any service, any error or omission with respect thereto, or any delay or interruption of the same.

Specifically with respect to Client's utilization of any computer hardware, electronic storage device or any software residing thereon to which Client may be afforded access hereunder, including by way of illustration only and not in limitation, any means of connecting to the internet, Client acknowledges that access to such hardware, storage device, software and internet connectivity is provided "AS IS", without any warranties or representations of any kind or nature. Client further acknowledges that existing electronic transmission channels are not secure or free of viruses and that there can be no expectation of privacy, or assurances of uninterrupted access, to any information transmitted or received electronically. Accordingly, Client assumes the risk of (i) unauthorized third party disclosure, dissemination, publication and/or use of such information or any document or message transmitted or received hereunder and (ii) the loss, impairment or destruction of any data, message or document stored on such hardware, storage device, software or other mechanism. Client alone shall be responsible for implementing such safeguards and procedures as it deems suitable, in the exercise of its independent judgment, to minimize such risks, and Client releases the Released Parties of any responsibility or liability in connection with any loss, damage, claim, cost or expense in connection herewith.

Without limitation of any other provision hereof, the Client agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all liability to third parties arising out of this Agreement, including, without limitation, Client's use of and presence in and around the Office Center or any act or omission of the Released Parties. The Client assumes all risk of loss with respect to all personal property of the Client, its officers, directors, owners, agents, representatives, employees, contractors and guests, in or around the Office Center.

7. **RULES AND REGULATIONS.** The Client agrees that it shall be bound by the Rules and Regulations of HTB, as they currently exist, and as they may be amended, modified and updated from time to time in the future, by HTB, in its sole discretion, and that such amendments, modifications and/or updates to the Rules and Regulations will not require the consent of the Client (the "Rules and Regulations"). Further, the Client agrees to bind its employees, officers, directors, owners, agents, representatives and guests ("Representatives") to the Rules and Regulations. The Rules and Regulations are expressly made a part of this Agreement. Client acknowledges that it has been provided and has read the Rules and Regulations as they exist at the date of this Agreement.

8. **DEFAULT.** The Client shall be deemed in default under this Agreement if:

- a. The Client defaults in the timely and full payment of the Monthly Base Fee or other sums due to HTB;
- b. The Client, or any of its employees, officers, directors, owners, agents, representatives and guests violates any of the Rules and Regulations of HTB set forth from time to time;
- c. The Client defaults in the prompt and full performance of any other provision of the Agreement or breaches this Agreement, and such default or breach continues in excess of ten (10) business days after written notice by HTB to the Client if the default or breach is curable, and, if the default or breach is not curable or violates any law, the Client shall be deemed in default immediately upon such action or inaction, as determined by HTB in its sole discretion.

If the Client defaults hereunder, HTB shall have the option to pursue any one or more of the following remedies without any additional notice or demand whatsoever and without limitation to HTB in the exercise of any remedy:

i. HTB may, if it so elects, without any additional notice of such election or demand of the Client, may terminate this Agreement and the license to use any portion of the Office Center, and may enter the Designated Office, if applicable, and take and hold possession of the contents thereof, without releasing the Client, in whole or in part, from the Client's obligation hereunder. In the event HTB terminates the Agreement, HTB may, at its option, declare the entire amount of the Monthly Base Fee, which would become due and payable during the remainder of the applicable Term, to be due and payable immediately, in which event, the Client agrees to pay the same at once.

ii. Pursue any other remedy now or hereafter available to HTB. HTB's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

9. **TERMINATION.** This Agreement shall be terminated, and the license granted hereunder shall be revoked, upon the following events:

- a. Upon the expiration of the Initial Term or any Renewal Term, if the proper notice has been given by the Client or HTB;
- b. Immediately, upon the option of HTB, upon any breach or default of this Agreement by the Client;
- c. If the Office Center is made unusable, in whole or in part, by fire or other casualty not due to negligence of the Client, HTB may, at its option, terminate this Agreement upon notice to the Client, effective upon such casualty, or may elect to repair, restore or rehabilitate, or cause to be repaired, restored or rehabilitated the Office Center, without expense to the Client, within ninety (90) days or within such longer period of time as may be required because of the events beyond HTB's control. The Monthly Base Fee shall be abated on a per diem basis for the portions of the Office Center that are unusable;
- d. By HTB, upon forty-five (45) days prior written notice to the Client for any reason.

Upon termination of this Agreement for any reason, the Client shall cease all use of the Office Center and all services immediately. If, for any reason, the Client continues to use the Office Center after the termination of this Agreement without the express written consent of HTB, the Client will pay HTB two times the Monthly Base Fee computed on a per-month basis for each month or portion thereof that the Client continues to use the Office Center. HTB may also enter the Designated Office, take and hold possession of the contents thereof and store them at an alternative location, at the Client's expense, and HTB may exclude the Client from the Office Center.

10. **RESTRICTION ON PROVIDING SERVICES; RESTRICTION ON HIRING.** The Client will not offer or provide to any other party utilizing the Office Center from time to time any Base Services or Additional Services. The Client agrees that during the term of this Agreement and within one (1) year of the termination of this Agreement, neither the Client nor any of its principals, employees, independent contractors, agents, officers or affiliates will hire directly, or as an independent contractor, any person who is at the time, or was during the term of this Agreement, an employee of HTB. In the event of a breach of any obligation of the Client contained in this Paragraph, the Client shall be liable to HTB for, and shall pay to HTB, on demand, liquidated damages in the sum of \$25,000.00 for each employee with respect to whom such breach shall occur, it being

mutually agreed that the actual damage that would be sustained by HTB as a result of any such breach would be, from the nature of the case, extremely difficult to fix and that the aforesaid liquidated damage amount is fair and reasonable.

11. **NO RELATIONSHIP BETWEEN THE PARTIES.** It is understood and agreed, and it is the intention of the parties, that neither party is an agent, partner, co-venturer, employee or representative of the other, and neither party shall have the right to bind the other to any contract or commitment, oral or written, express or implied. Each party hereto covenants and agrees that it and its agents and employees will not hold itself and themselves out to the public or others as an agent, partner, co-venturer, employee or representative of the other.

12. **MISCELLANEOUS.**

a. All amendments to this Agreement shall be in writing and signed by both parties. Any other attempted amendment shall be void. The invalidity and unenforceability of any provision hereof shall not affect the remainder hereof. Notwithstanding the foregoing, the Rules and Regulations of HTB are expressly made as part of this Agreement and the Client expressly covenants and agrees to abide by all such Rules and Regulations and such additional terms, modifications and updates to such Rules and Regulations, as may be thereafter adopted by HTB, without the consent of the Client.

b. All waivers must be in writing and signed by the waiving party. HTB's failure to enforce any provision of this Agreement or its acceptance of fees shall not be a waiver and shall not prevent HTB from enforcing any provision of this Agreement in the future. No receipt of money by HTB shall be deemed to waive any default of the Client.

c. All Schedules attached hereto are hereby incorporated herein by this reference.

d. The laws of the State of Kansas shall govern this Agreement without regard to principles of conflicts of law.

e. All parties signing this Agreement as a partnership or cosigning individuals shall be jointly and severally liable for all obligations of the Client.

f. Neither the Client nor anyone claiming by, through or under the Client shall assign this Agreement or permit the use of any portion of the Office Center, including any Designated Office, if applicable, by any person other than the Client, without the prior written consent of HTB. In the event of any permitted assignment, the Client shall not thereby be relieved of any of its obligations under this Agreement. HTB may assign this Agreement and/or any sums due to HTB hereunder without the consent of the Client, and the Client agrees to attorn to any such assignee.

g. All notices hereunder shall be in writing. Notices to the Client shall be deemed to be duly given if mailed by registered or certified mail, postage prepaid, overnight mails service, or hand delivered with proof of delivery addressed to the Client at:

| | |
|--------------------------|----------------------|
| Client Name and Contact: | First Name Last Name |
| Client Address | Full Address |
| Client Telephone Number | Telephone Number |

Notice to HTB shall be deemed to be given if mailed by registered or certified mail, postage prepaid, overnight mail service, or hand delivered with proof of delivery addressed to Historic Theatre Building, LLC., Attn: Alexa Jones, 5913 Woodson Rd. Mission, Kansas 66202.

h. The terms and conditions of this Agreement inure to the benefit of and be binding upon the respective personal representatives, heirs, successors and assigns of the parties hereto. Further, Client acknowledges and agrees that it will bind its employees, officers, directors, owners, agents, representatives and guests to be subject to the terms and provisions of this Agreement, including the Rules and Regulations.

i. In the event any dispute arises between HTB and the Client concerning this Agreement and the rights and obligation hereunder, HTB shall have the option but not the obligation, of submitting the matter to arbitration on an expedited basis, pursuant to the procedure established by the American Arbitration Association in the metropolitan area in which the Office Center is located. The decision of the arbitrator shall be binding on both parties. The non-prevailing party as determined by the arbitrator shall pay the prevailing party's attorney's fees and costs of the arbitration. Furthermore, if a court decision prevents or HTB elects not to submit this matter to arbitration, then the non-prevailing party as determined by the court shall pay the prevailing party's reasonable attorney's fees and costs.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

HTB:

Historic Theatre Building, LLC.

By: _____
Alexa Jones, Building Manager

CLIENT:

By: _____
Authorized Signature

Print Name & Title

DO NOT COPY

SCHEDULE 1
BASE SERVICES

Private Office

High-speed Internet access

Hours a month scheduled use of Theatre Room or of Large Conference Room space

Business address

Mailbox in building Mail Room

Utilities & maintenance

Weekly janitorial service

Kitchenette privileges

Complimentary UPS & FedEx shipping supplies

CLIENT RESPONSIBILITIES

Contact the telephone company of your choice to arrange for the installation of your communications equipment

Close and lock your office door when you leave and lock the exterior door behind you if you leave the building after 5:00 pm on weekdays or anytime when you leave on holidays or weekends

Follow all Rules and Regulations of the Office Center

To submit a maintenance request, go to www.kchistoricbuildings.com under Tenants → Maintenance Request. In case of an emergency contact HTB Management at 913-257-9641.