

Model Co-sharing office space service agreement

1. **This Agreement is made on** _____ at Kolkata, between **Communiqué Associates**, Consultants, Counsellors & Facilitators, having its MSME Registration: UDYAM-WB-14-0000848, office at Ground Floor, Nilima Apartment, 528, Dumdum Park, Kolkata 700 055 ("Service Provider") through sole proprietor Ms. Tapati Seal, desirous of providing **scheduled service** and **xxxxxx** _____ son/daughter/wife of _____ residing at _____ working as _____ for _____ having its office at _____ identified by documents, namely _____ and _____ person/s, namely, _____ ("Service Receiver") desirous of availing of **scheduled services** at **scheduled fee** upon personal inspection of the workstation no/s. ___ ___/ workspace (AC/NON AC) namely, _____ located at the said address of the service provider.
2. **Agreed Service** of rendering time and office space sharing of agreed facilities for the Service Receiver to work at designated office workstation/space on co-sharing/exclusive/business booking basis are set out in **Schedule – "A"** hereunder written.
3. **Service Fees** for the agreed services set out in **Schedule – "B"** hereunder written payable online or offline (in extreme necessity) by 7th of current month for monthly or longer/periodical arrangement and in advance for daily/hourly arrangement. Interest free agreed security deposit paid in advance refundable within 7 days from the date of termination after adjustment of claims as in Clause (4) below.
4. **Compensation** claimed for damage or loss of properties, goodwill and facilities at actual determined by the service provider liable to be payable within seven days of inspection and demand.
5. **In-house rules** as per **Schedule – "C"** are liable to be observed in letter and spirit by the service receivers as essential continuing performance of contract. Personal liability shall accrue for violation of the terms herein.
6. a. **Notice** may be served on service provider on email: moumouconsultants@gmail.com (89231562598, 8961160969) or by postal service by registered or speed post or private courier addressed to the office address provided herein.

- b. **Notice** may be served on service receiver on email: _____ or by postal service by registered or speed post or private courier addressed to the residential/office address provided herein.
7. **Termination** of the agreement may be made by written notice of 30 days in advance for annual/monthly arrangements or payment/waiver of reserved fee in lieu thereof upon mutual agreement or violation of terms as in Clause (5) aforesaid or upon expiry of agreed period of service and settlement of outstanding obligation and claims.
8. **Licence** is given to occupy and enjoy shared and identified workstation/office space and facilities on limited terms of receiving service and not to claim or get and enjoy right of tenancy, sub-tenancy, lease, sub-lease, grant, mortgage, charge or transfer in any form. Infecting, trespassing, negligent, obnoxious and hazardous acts and behaviour shall be dealt in accordance with law.
9. Dispute and difference arising out of the agreement may be resolved by mutual discussion or conciliation upon reference to a mutually accepted person and resultant settlement shall be binding on the parties.
10. Written agreement shall be prevailing over verbal and express agreement shall be prevailing over implied understanding in interpreting the terms of agreement and arrangement made thereunder.

Service Provider:

Service Receiver:

Witness:

Witness:

Schedule – “A”

“Service Receiver” will be entitled to **services on following terms:**

1. **Workstations:** Use of identified Wi-Fi enabled workspace/workstation/s (AC/Non-AC) and storage space/s in the co-working office space located within the office premises on a “first come, first serve” basis during regular business hours on Monday to Friday (10.00 AM – 6.00 PM) and/or such other special or extended hour as the parties may agree in writing.
2. **Tea/Coffee by self-service:** Free upto three services with complementary biscuit servings during regular/ business hours.
3. **Drinking water:** Free filtered drinking water on self-service basis.
4. **Invitation:** To Information and Events:
5. **Reservations:** Required In advance as space is limited based on seating availability.
6. **Resting facility:** Single rest bed and first air box available on sudden sickness (day nap, siesta, lazing prohibited) till immediate medical support is made available at actual.
7. **Parking facility:** Available outside the building premises on public road (excepting “No Parking” Area) without creating nuisance to neighbours’ gates or garages or vehicles. No ‘anti-burglary insurance’ or ‘anti-towing’ assurance offered.
8. **Office cleaning:** Complementary daily office disinfecting, cleaning and sweeping facility available.
9. **Disinfectants:** Free hand wash, paper napkin, tissue, soaps, sanitizer, naphthalene, room spray, mosquito repellents, plastic glasses, first-aid facility available.
10. **Shoe racks:** External shoes and umbrella keeping facility available.
11. **Pantry:** Self-help pantry facility available for basic support services.
12. **TV/Radio:** TV/Radio/Music/News special facility available on majority demand.

13. **Library:** Library of available books on house for reference reading at personal risk and responsibility.
14. **Magazines:** Available magazines, journals and newspapers on house for reference reading at personal risk and responsibility.
15. **Power points:** Multi-plug power points are available on every table.
16. **Fire extinguisher:** Powder spray fire extinguisher available.

Schedule – “B”

1. **Service Fees:** INR 5,000.00 per English calendar month/ INR 500.00 per day per person (AC co-sharing workspace), INR 3,000.00 per English calendar month/ INR 300.00 per day per person (NON-AC co-sharing workspace). Fees for working beyond usual working hour and days aforesaid may be subject to agreement in writing.
2. **Website:** Listing on Communiqué Web Site and Building Directory: Include name, company name and up to 100 words to describe your business on our web site at **INR 00.00** per listing.
3. **Office Products:** Office products and face masks, sanitiser etc. available with prior order placed.
4. **AC Conference Space:** One free hour (or part thereof)/month and INR 500.00/hour (or part thereof) after the free hour for four persons. Priority conference room scheduling allows you to reserve the conference room up to 30 days in advance subject to availability.
5. **Printing and Copying:** INR 10.00/copy (black and white) INR 25/copy (colour), scanning and shredding: INR 10.00 and Rs.5.00/copy respectively.
6. **Mailbox:** INR 500/month for a reserved mailbox and mail receiving.
7. **Locker:** INR 500/month for a reserved locker subject to availability.
8. **Snacks:** Pre-planned packed Indian snacks available at MRP. Bottled/packed water/ soft drinks available at MRP.
9. **Tea/Coffee:** After third free services every serving is chargeable at INR20.00 for coffee/ tea with complementary biscuits serving during regular/ business/extended hour/s or for visitors.

10. **Special cleaning:** Special cleaning of unusual dumped garbage and undue littering would be chargeable at actual.
11. **Compensation:** Damages or nuisance caused by service receivers or their visitors to office properties and systems as determined by the service provider shall become payable at actual within 7 days from demand date, failing which it may be adjusted from the security deposit if that is sufficient. Excess amount would be payable and recovered together with next payable dues of the service receiver.
12. **Taxes and duties:** In addition to agreed payment aforesaid taxes and duties shall be levied on the service receivers as applicable.

Schedule – “C”

1. **Smoking and dirt:** Smoking or consuming alcohol or prohibited drugs or intoxicants strictly prohibited within the building premises. Entry may be restricted/ prohibited to intoxicated entrants. Care must be taken to maintain the office smoke/garbage/dust/dirt free.
2. **Visitors and trespassers:** Office visitors for casual purpose not allowed entry excepting for shorter duration and on paid conference booking hour aforesaid. Trespassing shall be dealt with in accordance with law.
3. **Food and eatable:** Food carried from home or external sources may be consumed at designated dining table. Office utensils if any, used for the purpose may be cleaned up and placed at place marked. Refused and left over may be stashed into covered garbage bin.
4. **Facilities and amenities:** Office facilities, amenities, devices and instruments may be used carefully as guided. Damages may invite claim of compensation.
5. **Noise and nuisance:** Utmost care should be taken to ensure that co-workers, occupants and neighbours are not disturbed by loud and chaotic conversation, noise, music. Headphone may be used for personal tel/video calls and demos.
6. **Health care and safety:** The office is a no-entry zone for those infected with Covid symptoms without recent 'negative' report. Face mask/shield, hand wash/sanitiser and other preventive measures and examination may be used as appropriate. Declaration of lockdown and/or containment zone by the Govt. authorities shall prevail over the agreement. Safety

measures demonstrated must be adhered to avoid adverse incidents and personal accidents.

7. **Wastage of Power and water:** Undue wastage of power, water and utility is prohibited.
8. **Prohibited websites:** Surfing and usage of illegal, obscene, illicit and unlawful websites, social media platforms, communications, image/video sharing/forwarding and illegal and hate contents circulation is strictly prohibited.
9. **Unlawful activities:** Unlawful and unethical activities even at personal risk is strictly prohibited at the office premises.
10. **Fair disclosure:** As and when demanded fair disclosure is warranted from the service receivers in connection with their activities at the office premises. Suppression of material facts shall invite termination of agreement and other action. Hard copies of signed agreement together with annexure are liable to be filed with the law enforcement agencies.
11. **Confidentiality:** The agreement and contents shall be treated as confidential and privileged communication between the parties and no part shall be disclosed to a third party unless warranted by law.
12. **Modification:** No modification of the agreement shall be recognised or admissible unless made in writing with prior agreement between the parties.

[Note: Model agreement is made available on www.communiqueassociates.in for reference; may be modified at the time of execution. For further queries, mail at moumouconsultants@gmail.com]