



# Private Office License Agreement

Rental agreement dated November 4, 2010 between:

Tenant,

\_\_\_\_\_

And

Sub-Landlord

**Eastern Effects, Inc.  
210 Douglass Street  
Brooklyn, NY 11217**

License for the private use of the furnished office space \_\_\_\_\_ at 210 Douglass Street Brooklyn, NY 11217 is on a month to month term beginning November 4, 2010.

Tenant agrees to pay Sub-Landlord the monthly amount of \_\_\_\_\_ (\$\_\_\_\_\_) for the license period term. Rents are due, without notice, on the first day of each month or part month, the office is occupied.

Tenant agrees to pay Sub-Landlord the monthly amount of \$\_\_\_\_\_ for \_ parking spaces.

A Security Deposit will be taken in the amount of one month's rent \$ \_\_\_\_\_ is due upon the signing of this license agreement.

Total security deposit received \$ \_\_\_\_\_, Check # \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_.

Number of Keys received: \_\_\_\_\_

**Eastern Effects, Inc. will provide the following at no additional cost:**

All utilities including:

- Heating and Air Conditioning (see section 12 for terms and conditions)
- Water for common areas
- Electricity for normal office operations

Additionally provided are:

- Two keys to their door and the premises
- Basic Weekly Garbage Removal (Tenant is required to bring their office garbage to our dumpster located in the warehouse)
- Security System for the office area

- \_\_\_Desks, \_\_\_Chairs, \_\_\_Lamps, and \_\_\_ file cabinets \_\_\_\_\_ other items
- Wireless and/or wired Internet
- Panasonic Digital Phone Hardware (Phone line installation and phone line fees are responsibility of Tenant – see section 14 for exact fees)
- Basic copy and fax machine provided. Any international fax service to be paid by tenant. (see section 5 for use fees)
- Mail sorting in the lobby area

**EASTERN EFFECTS, INC.**

210 Douglass St.

Brooklyn, NY 11217

Ph: 718-855-1197 Fax: 888.566.6547

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## Tenant agrees to the following terms:

- 1) *Rent*: Rent is due, without notice, for the month in advance on the first of every month by cash, check or credit card. Partial months may be prorated at the sole discretion of the Sub-Landlord. Rent not received by the fifth of the month will be charged a 10% late fee.
- 2) *Security Deposit*: Security Deposit is held, in a non-interest bearing account, to guarantee the performance of Tenants financial obligations under this License Agreement. Providing all the terms of this Agreement are met the whole deposit will be returned to Tennant upon vacating. After vacating the licensed space or at such time as they Tenant is in breach of this agreement, Tenant grants Sub-Landlord the right invade the security deposit for rent due and any other expenses under this license agreement.
- 3) *Returned Checks, Insufficient funds*: Returned checks will be charged a \$40.00 fee. If a check is returned for insufficient funds, subsequent payments must be made via cashier's check or money order for the balance of the rental period.
- 4) *Insurance*: Tenant shall provide a copy of their insurance listing Eastern Effects, Inc as additionally insured. Eastern Effects, Inc. has been granted the right to sublet office space at 210 Douglass Street under its primary lease and indemnifies Tenant from violation of primary lease. Tenant hereby agrees to waive its right of subrogation on all damage sustained to Tenant's property caused from any reason whatsoever, including the negligence of Eastern Effects and owner, and Tenant will notify their insurance company, if applicable, of said waiver. In addition, Tenant will obtain Commercial General Liability to cover its operations for a minimum limit of \$1,000,000 Each Occurrence with an insurer who maintains an A M Best Rating of at least A- VII and Tenant will add Eastern Effects, Inc. and the Landlord (Magnifico Enterprises, Inc.) as Additional Insured. Tenant will provide evidence of this insurance with a Certificate of Insurance and upon renewal of said insurance as well.
  - a. If Tenant has employees, freelancers, or independent contractors, Tenant must also provide evidence of workers compensation and NYS disability in order to comply with State Regulations. Tenant will furnish evidence of this insurance with a Certificate of Insurance and upon renewal of said insurance as well.
  - b. Tenant does hereby agree to indemnity and hold harmless, including all defense costs, legal costs, and other related expenses, Eastern Effects and the owner from all claims for bodily injury, property damage, personal injury or advertising injury arising from the operations of Tenant. Failure of Tenant to procure required insurance does not alleviate Tenant from their liability and obligation to provide Eastern Effects and owner, defense and indemnification.
  - c. Eastern Effects and owner, upon knowledge of no insurance, can obtain insurance to cover said operation and charge back the cost of said insurance to Tenant on the following monthly rent invoice as additional rent due until such time as satisfactory evidence of insurance has been provided.
  - d. Sub-Landlord will at all times during the terms of this license agreement maintain all appropriate insurance with respect to the premises.
- 5) *Usage*: The premises will only be used for the purpose of standard production office uses. Other uses must be agreed upon between Sub-Landlord and Tenant in writing in advance.



- 6) *Copies and Faxes:* Copies may be made on the provided shared copier and network printer. Faxes can be sent from the shared fax machine. A charge of \$0.05 per copy or printed page will be added as additional rent to the following month's bill.
- 7) *Subletting:* Assignment of this license agreement or subletting of premises is not allowed.
- 8) *Maintenance:* During the rental period, Tenant will pay the cost of all repairs for any damage done to the premises by themselves, their guests or any agents that they hire. If the landlord makes repairs on behalf of Tennant the cost of the repairs will be added as additional rent for the following month. Upon end of license period Tenant agrees to leave premises clean, in good order and repair and substantially the same condition at the time of the commencement of license, excluding reasonable wear and tear. The security deposit return may be delayed until any required repairs are completed and paid for by Tenant. Sub-Landlord may invade the security deposit to pay for required repairs not completed by Tenant before vacating.
- 9) *Cleaning:* The cost of cleaning the licensed premises will be the responsibility of the tenant. The weekly cleaning of all bathroom and common areas will be the responsibility of Sub-Landlord.
- 10) *Property:* Tenant is responsible for all personal possessions. Sub-Landlord assumes no liability for Tenant or their invited guests' personal property.
- 11) *Storage:* Tenant has the right to store items within their private office space that would normally be associated with offices. In no event will storage of hazardous materials or Dangerous Goods be allowed.
- 12) *Security and Alarm:* Tenant is responsible to make sure that any doors they use are locked (including the front gate to the building), lights and air conditioning / heat are returned to their normal settings and security system is armed if they are the last to leave the premises. Due to the nature of a shared office space, each Tenant must use the In/Out board posted in the Lobby. This will help ensure that no one is left in the building before the alarm is set. In case of accidental triggering of alarm Tenant will be charged a fee equal to the amount of the alarm service provider's fee to Eastern Effects, Inc.
- 13) *Heating and Air Conditioning:* In the event that the heat or air conditioning are left running or not allowed to cycle to their normal state by use of a HOLD feature on the heating and cooling control system while Tenant is not occupying the building, there will be a minimum \$50.00 per day or part day charge assessed. Additional charges may be assessed in \$25 increments depending on the duration and/or frequency of each occurrence. This reimbursement goes toward the payment of demand charges for electric and for gas costs. The assessed cost will be added as additional rent to the following month.
- 14) *Emergency Service:* If an employee of the Sub-Landlord is required to come to the building due to an issue caused directly by Tenant, (e.g. alarm condition, lost keys etc.) a \$100.00 fee for the "Emergency Service" will be charged as additional rent due.
- 15) *Phone and Internet Service:* Tenant agrees to pay for any phone lines, phone charges and maintenance of the phone system they may require. House lines are \$80.00 per month for unlimited local and nationwide long distance calls. Tenant will pay for all installation charges and monthly phone charges on their own phones if they are installed. **There is a one time set up fee of \$150.00 to be paid to Eastern Effects, Inc. for the basic internal phone installation, if tenant requires special services such as personalized voicemail boxes, or other additions to basic line installation, then the one time set up fee is \$300.00.**



- 16) *Handicapped Access:* EEI maintains an elevator for use by people with disabilities and it may only be used by appropriate persons, no other uses are allowed without permission from Sub-Landlord. Hallways, stairwells and public areas are to be maintained clear of any obstructions or debris.
- 17) *Keys:* All keys must be returned or Tenant will be charged a \$5.00 per key fee for any keys not returned. If keys are lost and contain identifying marks or address then Tenant will be liable for the full cost of rekeying the doors and locks compromised. The cost of the replacement will be added as additional rent.
- 18) *Breach:* If in the event any material provision of this agreement has been breached, and such breach has continued without remediation for more than ten days after Tenant has received written notice of the same from Sub-Landlord, then the Tenant will be in breach of this agreement. A Tenant in breach of this agreement may be asked to leave the premises without notice.
- 19) *Quiet Enjoyment:* Tenant has the right to use the office space for their work as outlined above, excessive noise, large numbers of guests, or any additional mechanical or other noise, vibration or disturbance that deprives another license holder of the quiet enjoyment of their licensed space is prohibited. Repeated violation of this clause will be considered a breach of this license agreement.
- 20) *Parking:* Tenant may be permitted for an additional fee, to rent parking space at this or another location controlled by Sub-Landlord. Fees for the use of this space will be collected as additional rent and are due and payable as such. Vehicles must be properly insured and registered and the space is for the sole use of the Tenant and may not be sub-let.
- 21) *Force Majeure:* Neither Party shall be liable nor be able to terminate this agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence. A "Force Majeure Occurrence" shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by exercise or reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign combatants, terrorists acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labor disputes of third parties to this contract, or the prolonged failure of electricity or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.
- 22) *Cancellation:* Sub-Landlord and Tenant may each sever this agreement at any time on 30 days notice to each other. In the event that Tenant places a deposit and cancels or does not occupy the office, the security deposit is forfeit as compensation for lost rent.

**Tenant:** \_\_\_\_\_

**Sub-Landlord: Eastern Effects, Inc**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Phone # \_\_\_\_\_

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