

Office Service Agreement



Industry		Agreement Date (mm/dd/yy):	8/18/2021
EXPANSIVE (EXPANSIVE)		CLIENT DETAILS (Client)	
Office Center ("Owner"):	1301 Oak Level office	Company Name:	Jackson County Assessor
Center Manager Name:	Katie Whipple	Individual Name:	Bob Crutsinger
Address:	1301 Oak St Kansas City, MO 64106	Address:	415 E 12th st #105 Kansas City, MO 64106
Phone:	8166862014	Phone:	8168813120
Email:	katie@expansive.com	Email:	bcrutsinger@jacksongov.org
Start Date:	10/1/2021	End Date*:	9/30/2022

* Agreements end on the last calendar day of the month in which the End Date falls

OFFICE PAYMENT DETAILS	
Office Number	Monthly Office Fee
Suite 100A	\$5420
TOTAL PER MONTH	\$5420

First Month's Fee:	\$5420
Service Retainer:	\$311.00
Set Up and Exit Fee	0.00
TOTAL INITIAL PAYMENT:	\$5731.00

Comments
 Expansive acknowledges that Client has provided notice of its Intent NOT to auto-renew this agreement. Therefore agreement will terminate as of September 30, 2022 without further notification needed from Client. 2. This Agreement is confidential. Client may not disclose any of the pricing or terms of this Agreement without express written consent of Expansive. Confidentiality remains in place even after the termination of this Agreement. Client's obligations under this paragraph are subject to the provisions of the Missouri Open Records Act, Chapter 610, RSMo.

We have entered into this agreement and agree to all of its terms and conditions.

Name (Printed):	<u>Katie Whipple</u>	Name (Printed):	<u>Bob Crutsinger (For Jackson County, MO)</u>
Date:	<u>10-14-2021</u>	Date:	<u>10-13-2021</u>
Signature:	<u>Katie Whipple</u>	Signature:	<u>[Signature]</u>

Agreement Terms & Conditions

- A. For purposes of this Agreement, the term "EXPANSIVE™" means and refers to Owner and EXPANSIVE™, as manager of the Office Center. Each person executing this Agreement on behalf of EXPANSIVE™ and Client represents that she or he is authorized to do so.
- B. Client understands and acknowledges that this Agreement does not create a tenancy interest, leasehold estate or other interest in real property. This Agreement shall be strictly construed as granting a license permitting Client's use of the Office or Suite Number identified above (the "Office Accommodations") within the Office Center identified above (the "Office Center") in accordance with the terms and conditions of this Agreement.
- C. This Agreement and the license granted under this Agreement may not be sub-licensed, transferred or assigned by Client to a third party. Assignment to a wholly owned affiliate of Client is permitted when requestes are submitted in writing.
- D. Credit and Debit cards are subject to a convenience fee. Sales tax will be added to the monthly invoice where applicable.
- E. The terms and conditions of this Agreement are continued on page 2 of this Agreement.

FORM OF PAYMENT

Payment Via Check		Payment Via ClickPay	
Check Number:		Transaction ID #:	<u>Check</u>
Check Amount:		Make Payment:	
Date Sent to Lockbox:		<i>Credit and Debit cards are subject to a convenience fee.</i>	

FILED
 OCT 19 2021
 MARY JO SPINO
 COUNTY CLERK

1. Usage Conditions.

- 1a. Client agrees to use the office accommodations for business purposes only
1b. Client does not have the right to sublease the office space to a third party.
1c. The Client will have rights to use the office center address as its business address, for mail receipt, and for business registration purposes.
1d. NOVEL COWORKING is not responsible for any of the Client's property, and is not liable for any damages or theft.
1e. The office accommodations are rented in as-is condition. Novel Coworking is obligated to maintain the office center to the "Building Standard", as of the Effective Date of this Agreement. No alterations may be made to the office accommodations including the addition or changing of locksets/locks to the windows/doors.
1f. Upon initial move-in, the Client will sign an inventory form verifying all accommodations and the conditions at move in. The form will be retained and used as reference at time of Agreement termination.
1g. The Client agrees to be responsible for all NOVEL COWORKING property including the office accommodations, common areas within the office center, and all office furniture and equipment. Client is liable for damage to any such property.
1h. The Client shall not store or operate any large machine or equipment within the provided office accommodations. This includes but is not limited to heaters, stoves, coffee makers, vending machines, copiers, refrigerators, grills, servers, or other equipment without NOVEL COWORKING consent. The electrical current that NOVEL COWORKING provides to the Client within the office accommodations shall be used for ordinary lighting, personal computers and office equipment provided by NOVEL COWORKING. If special installation or wiring is required, it will be at the Client's expense and only after express written consent from NOVEL COWORKING.
1i. The Client shall not use the NOVEL COWORKING office center or office accommodations for manufacturing purposes. The Client shall not use the premises for manufacture or sale of liquor, narcotics, or tobacco of any kind.
1j. The Client shall not sleep or live within the NOVEL COWORKING office center or office accommodations.
1k. Client shall use the space for general office and is not to hold or permit retail sales or auctions within NOVEL COWORKING.
1l. The Client shall not obstruct business for any other NOVEL COWORKING clients.
1m. Client agrees to cause guests to wait in designated guest waiting areas only.
1n. The Client shall not use the NOVEL COWORKING office center for any illegal or immoral purposes.
1o. The Client accepts full responsibility for the legal and appropriate conduct of all their employees and guests of employees, including purchase and/or consumption of alcohol on premises as legally acceptable according to state and federal law.
1p. Should the need arise, NOVEL COWORKING may provide the Client with alternative office accommodations of comparable value or better, in NOVEL COWORKING's sole discretion. Should this become necessary, NOVEL COWORKING will attempt to notify the Client in advance.
1q. All Novel Coworking Office clients implicitly agree to allow practices that they, and their employees and guests, appear in at Novel Coworking Office to be used for the company's marketing materials.

2. Client Conduct.

- 2a. The Client, as well as all Client's employees and guests, shall conduct themselves in a businesslike manner, proper business attire, and keep noise at a respectful level at all times while on NOVEL COWORKING premises.
2b. NOVEL COWORKING shall provide entry passes to the Client including all required keys and security access cards. The Client is responsible for all issued keys and access cards and is required to return them at termination. If Client has a lost or stolen key or card, Client is responsible to notify NOVEL COWORKING staff immediately and pay \$25 for an access card and \$50 for a key replacement. Upon termination of this Agreement, Client agrees to return all keys and access cards assigned.
2c. Carousing or soliciting for business or any other purposes prohibited anywhere within the NOVEL COWORKING office center.
2d. No animal shall be permitted within the NOVEL COWORKING office center, aside from CERTIFIED service dogs.
2e. The Client, as well as any employees, guests, and business associates of the Client, shall not abuse or mistreat any NOVEL COWORKING employees.
2f. The Client acknowledges that the services rendered by NOVEL COWORKING employees are shared services and may be offered to other NOVEL COWORKING clients.
2g. The Client, any employees of the Client, or other businesses under the Client's ownership, shall not hire any NOVEL COWORKING employees at any time during the term of the Agreement or within 12 months of the termination of the Agreement. Client shall pay NOVEL COWORKING \$15,000 per employee per breach.
2h. Smoking is prohibited in the entirety of the office center, including within the provided office accommodations. Client agrees to limit smoking to the designated areas outside of the NOVEL COWORKING building.
2i. Weapons of any kind are prohibited within the NOVEL COWORKING office center, regardless of a concealed carry permit.

3. Services.

- 3a. NOVEL COWORKING shall provide the office accommodations as stated on the first page of the Agreement.
3b. Kitchen Amenities: NOVEL COWORKING may provide and allow Client access to kitchen facilities. Additional beverages and snacks may be provided by NOVEL COWORKING at such fees to be determined by NOVEL COWORKING.
3c. NOVEL COWORKING shall provide desk, executive chair, and internet connections in the office accommodations as stated on the first page of Agreement.
3d. The Client acknowledges that Novel Coworking's staff is on-site during business hours which are 8:30am - 5:00pm Monday - Friday, however, Client will have 24-hour access to the office accommodations as well as electricity and internet services. HVAC hours are 7:00am - 5:00pm Monday - Friday.

4. Technology Services.

- 4a. Client agrees to conduct business and use technology services in a manner that does not interfere with the operation of the center, disrupt any other client in the center, or adversely impact our ability to provide technology services to other clients, as determined by us at our sole and absolute discretion. Technology services are for general purpose use and the following is strictly forbidden: 1 - altering our system hardware, including, but not limited to, installing personal wifi devices, 2 - transmitting fraudulent, libelous, pornographic, or any other destructive comments, and 3 - excessive bandwidth use, including, but not limited to, streaming 4k video or distributing, downloading or sharing excessively large files. You must fully comply, and cause your representatives to comply, with NOVEL COWORKING's Technology Use Requirements, as such may change from time to time, posted at www.novelcoworking.com/TI/USE and incorporated herein by reference.
4b. Client acknowledges that phone and internet services provided by NOVEL COWORKING, including but not limited to internet speeds, quality of service, data protection, and call rates are contingent on third party providers. While NOVEL COWORKING has internet security protocols in place, NOVEL COWORKING does not make any representations as to the security of the network or the internet. Client should adopt its own security measures as appropriate. NOVEL COWORKING cannot guarantee that a particular degree of availability will be obtained in connection with the Client's use of NOVEL COWORKING's network.
4c. Client may install, at their own expense, their own phone and internet services when arranged in advance and given express written consent from NOVEL COWORKING.

5. Additional Services.

- 5a. Client acknowledges that all set recurring fees, including but not limited to monthly rental, internet and phone connections will be billed monthly at the rates stated on the first page of this Agreement. Additional Services may be utilized by Client, when available, at an additional cost and all associated fees will be billed monthly based on usage. Client agrees to pay them upon receipt of invoice. Client agrees to dispute the validity of any fee charged by bringing it to our attention within 30 days of invoice for resolution, or else such charges will be deemed final. Additional Services are listed on NOVEL COWORKING's Service Guide.

6. Service Retainer.

- 6a. The Client acknowledges that the office accommodations listed on the first page of this Agreement will not be reserved until after the required Service Retainer has been paid in full. At time of receipt of Service Retainer in full along with signed Agreement, the stated office accommodations shall be reserved.
6b. The Service Retainer provided by the Client shall be held as security by NOVEL COWORKING without interest or interest and may be used by NOVEL COWORKING as security against default by the Client and liability for all matters referenced on this Agreement. NOVEL COWORKING is entitled to deduct monies from the Service Retainer to recover monies owed to NOVEL COWORKING through default by Client, damage to property, or to pay third party providers for services. Upon any such deduction, NOVEL COWORKING reserves the right to require an increase to the Service Retainer held.
6c. NOVEL COWORKING shall refund the Service Retainer in full after a 30-day period after the time of termination of this Agreement, or at such time Client's accounts are cleared of all outstanding balances, whichever comes first.

7. Payment, Fees, and Taxes.

- 7a. NOVEL COWORKING strives to reduce its environmental impact and supports its Client in doing the same. NOVEL COWORKING will provide all monthly invoices electronically via email. Client agrees to make payments via an automated payment method such as ACH, Direct Debit, or Credit Card, using the NOVEL COWORKING eCopy Portal. Credit card and debit card payments are subject to the convenience fees on the Check Pay Portal. Check payments should be mailed to CheckPay (P.O. Box 6762 Newark, NJ 07101) at the Client's expense. Cash is not accepted.
7b. Rental and first month costs shall be billed in advance on a monthly basis, and include, but not limited to, phone/internet connections, additional furniture, and storage space. All variable charges, including but not limited to administrative support and meeting space rental, will be billed on a pay as you go basis included on the monthly invoice. Client agrees to pay all applicable sales and use taxes and all fees for any services provided.
7c. Late Payment: If Client does not pay balance in full by the 1st day of the calendar month, Client will be subject to a late fee of 5% in addition to a late fee. Insufficient funds will result in a \$35 NSF fee.
7d. If this agreement is for a period longer than twelve (12 months), NOVEL COWORKING will increase the monthly office fee on month 13. This increase will be set by the Consumer Price Index. Renewals are calculated separately from annual indexation increases.

8. Automatic Renewal and Termination.

- 8a. This agreement exists for the period stated on page one and then will be extended automatically for successive periods equal to the initial term. If Client does not wish to renew this Agreement for an additional equivalent term, Client may terminate this Agreement as of the last day of the month (the "Expiration Date") by delivering written notice to NOVEL COWORKING at least sixty (60) days in advance of the Expiration Date. If Client does not provide advance written notice of termination, this Agreement will renew at the prevailing market rate. For agreements that are considered "month to month," NOVEL COWORKING will require a full 30 days advance written notice, effective from the start of the calendar month of intent to terminate.
8b. NOVEL COWORKING may provide 30 day written notice to Client to cease Client's occupation of the office accommodations, prior to the stated termination date of this Agreement, for any reason whatsoever. If the Client is not observing the rules for the office center, as reasonably proscribed by NOVEL COWORKING, this Agreement may be terminated by NOVEL COWORKING immediately upon written notice to Client.
8c. At time of termination, the Client will immediately and peacefully cease occupancy of the premises, return all keys and access cards and return all office accommodations to "as new" condition. Any items left within the NOVEL COWORKING office accommodations after time of termination will be considered property of NOVEL COWORKING and may be utilized or sold without the Client's knowledge or consent.

9. Insurance.

- 9a. The Client is liable for all belongings within the office accommodations and responsible for providing their own insurance.
9b. The Client shall indemnify NOVEL COWORKING, its employees, caretakers, clients, agents, or invitees against any third party damages, or loss from the office accommodations and its contents, including but not limited to data, hardware and software, except in cases of gross negligence, fraud or willful misconduct.
9c. The Client is solely responsible for all taxes on personal property for any of their own items that they bring to and/or keep within the rental space.

10. Legal.

- 10a. NOVEL COWORKING is not liable for any loss of business, loss of profits, loss of anticipated savings, loss of damage to data or any consequential loss.
10b. If property experiences network disruption due to Client not gaining or approval from NOVEL COWORKING of installation of Client equipment, misconfiguring equipment on network, or causing incorrect installation of Client devices on NOVEL COWORKING network, NOVEL COWORKING will invoice the Client for all costs needed to resolve the disruption.
10c. In the event of a material breach of this Agreement by Client, the Client is responsible for immediate and full payment of all rental and services as stated on the first page of the Agreement in its entirety, as well as costs for any damages and legal fees if applicable, may be asked to vacate the premises immediately.
10d. The Client must comply with all governing laws within the country and state and laws and regulations specific to their business within NOVEL COWORKING.
10e. The Client releases NOVEL COWORKING from any liability related to the receipt or handling of mail or packages on the Client's behalf.
10f. Disclaimer of liability for third party products: In regard to services provided by NOVEL COWORKING to the Client through a third-party provider, including but not limited to internet and phone service, NOVEL COWORKING disclaims any and all liability, including any express or implied warranties.
10g. All notices herein shall be in writing, and may be served by either mail, personal delivery, or by certified mail, addressed to the parties herein as indicated on page one of this Agreement.
10h. This Agreement is and at all times shall be subject and subordinate to any mortgage which may now or hereafter affect the real property of which this office is a part, and to all renewals, modifications, consolidations, replacements and extensions of any such mortgage. In the event of the sale of the property upon foreclosure, exercise of a power of sale, or by deed or transfer in lieu of foreclosure, Client will attach to the purchaser and recognize and pay all rent to the purchaser or transferee as the landlord under this Agreement.

Jacker County, MO
Client Sign: [Signature] Date: 10-13-2021

Expansive



ADDENDUM TO OFFICE SERVICE AGREEMENT

This Office Agreement Addendum (“Addendum”) is made and entered into on September 9th, 2021 by and between (“Expansive”) and Jackson County Courthouse (“Client”):

Client and Expansive are parties to an Office Service Agreement (“Agreement”) in which Expansive provides certain office accommodations to the Client at the business center located at Kansas City – 1301 Oak Street. The parties desire to amend the terms of the Office Agreement under the following terms and conditions:

Paragraph 1.f. is amended to reflect: Client acknowledges that their employees and guests have access to common areas in the building. EXPANSIVE will not knowingly or intentionally take photos of Client, their employees for marketing purposes without the Client’s prior written consent.

Paragraph 2a. is amended to reflect: The Client, as well as all Client’s employees and guests, shall conduct themselves in a businesslike manner, proper business attire, and keep noise at a respectful level at all times while on EXPANSIVE premises

Paragraph 8A-Expansive acknowledges that Client has provided notice of its intent to not auto renew this agreement. Therefore agreement will terminate September 30, 2022 without further notice needed from client. At the conclusion of the lease term, the parties may agree in writing to extend the lease term by one year.

Paragraph 9B To the extent permitted by Missouri law the client shall indemnify Expansive workspace, its employees, caretakers, clients, agents, or invitees against any theft, damages, or loss from the office accommodations and its contents, including but not limited to data, hardware and software, except in cases of gross negligence, fraud or willful misconduct

Except as specifically modified or amended by the terms of this Addendum, the Agreement will remain in full force and effect. In the event of a conflict between this Addendum and the Agreement or any attachment thereto, this Addendum will control.

Signed on behalf of Expansive:

Name: Katie Whipple
Date: 10-14-2021
Signature: Katie Whipple

Signed on behalf of the Client:

Jackson County, MO
Name: Bob Crutsinger
Date: 10-13-2021
Signature: [Signature]

APPROVED AS TO FORM

[Signature]
County Counselor

ATTEST:

[Signature]
Clerk of the County Legislature

R. 20777

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 045 1902 56620
ACCOUNT TITLE: Assessment Fund
Assessment
Rent - Buildings
NOT TO EXCEED: \$16,571.00

10-13-2021
Date


Director of Finance and Purchasing

CT 190221015 MR