

SpaceNow|Space Licence Agreement

Booking: Hourly Daily Weekly Monthly

Start Date: End Date:
Start Time: End Time:

Host Name:
Guest Name:

This agreement is made as of the Agreement Time between the Host and the Guest for the use of the Space. The Host and the Guest agree as follows:

- Licence:** The Host grants the Guest a non-transferable revokable licence to occupy and use the Space and any Common Area or Shared Facilities as noted on the Profile for the Space, during the period of the Reservation, as noted above. The Guest accepts such licence. The Guest acknowledges that this Agreement is not a lease or any other interest in real property. At all times the Host remains in legal possession and control of the Space and the Host's Property. The occupation of the Space by the Guest is at all times subject and subordinate to any lease granted to the Host by the owner of the Space or the Host's liability to any mortgagee of the Space. This licence is personal to you and you may not sublicense, assign, transfer, part with possession of or allow any third party to use the space or Shared Facilities.
- Access and Use.** You agree to use the Space provided for general office and commercial purposes only. You will not use the Space for residential or retail purposes. You will not use the Space to carry out any illegal, immoral, unlawful or objectionable activities or purpose. You will not use or permit the usage of any illegal drug or substance in the Space or the Building and will not make any unreasonable or unnecessary noises or odours in or upon the Space or the Building. You shall not commit, or suffer to be committed, any nuisance whether public or private or any other act or thing or any kind or nature whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance to any other occupants of the Building. You agree not to exceed the Maximum Occupancy of the Space. You shall not make any alterations or additions or improvements to the Space including the installation of lighting or any phone, data lines or cabling. You shall not generate, store, install, dispose or otherwise handle any hazardous materials in the Space, or in or around the Building or in any manner contrary to any applicable law. You shall not dispose of any waste in the Space or the Building and shall be liable for the costs of any removal, clean-up and/or remediation of waste or hazardous materials left or released by you or your Invitees.
- Possession.** A Guest accepts the Space in its "as-is" "where is" configuration and condition. Possession is automatically postponed until the Space becomes available if for any reason the Host is unable to provide the use of the Space on the expected Start Date. A Host will not be liable for any loss or damage, nor shall it affect the validity of the Licence if the Host does not deliver possession of the Space within 7 days after the expected Start Date. The Guest shall have the right to cancel the Licence and be entitled to a full refund of amounts paid from the Host. The recovery of those monies will be a matter between the Guest and the Host. There will be no penalty attached to that refund. The Guest will surrender possession of the Space at the end of the Reservation.
- Renewal.** All licences terminate at the End Time or on the End date of the Term without any automatic renewal. However, if there is no End Date specified for the Term for a Monthly Reservation that licences shall automatically renew after the Minimum Term for additional one month periods unless the Guest gives the Host at least 30 days' notice prior to the end of the then current Term. The Host may change the Monthly Charge upon renewal and if the Host chooses to do this, it will provide at least 30 days' notice. There will be no additional Set-up Fees for Licences that automatically renew. If the Host opts not to renew the Licence under the provisions of this Term, the Host will provide at least 30 days' notice. You must notify the Guest through the Service. Notifying the Guest directly is not sufficient.
- Space Rules.** During the Term, the Guest agrees to accept the terms, conditions and policies as set out in the [Space Rules](#). The Space Rules may be revised and amended by the Host without the prior consent of, or notice to, the Guest.

6. **Care of Space.** You are responsible for and must take good care of the Space, the Building and Host Property and comply with the Space Rules. You shall not alter, add, replace, remove or damage the Space, Common Areas, Shared Facilities and any Host Property. At the expiration of the Term or earlier termination of this agreement, you must deliver the Space and all Host Property to the Host in good condition, normal wear and tear excepted. If any damage to the Space or the Host Property should occur while in your care, custody or control, you agree to pay reasonable repairs/replacements costs and to notify the Host immediately upon discovery of such damage occurring. You are liable for any damage caused by you or Invitees. You disclaim and waive all warranties with respect to the Space and Host Property, both express and implied, including but not limited to, any warranties of fitness for a particular purpose. In other areas if available at the Building, you may also have access to and non-exclusive use of any Common Areas and the Shared Facilities. Your use of those areas is to the extent and subject to the Space Rules. You acknowledge that the Common Areas and Shared Facilities may be changed, relocated, altered, eliminated or otherwise modified in any way at any time during the Term without the consent of or notice to you.
7. **Hosts Rights.** The Host or its authorised representative may enter the Space at any time for the purpose of inspecting the Space and the proper use of the Space and Host Property by you. Unless there is an emergency, the Host will, as a courtesy to you, try to give you advance warning when the Host needs access to the Space to inspect, to carry out testing, repair or for cleaning and maintenance.
8. **Cleaning and Maintenance.** Cleaning availability, cost and payment will be in accordance with the Profile for the Space. Any repair work shall be solely at the discretion of the Host and the failure of the Host to carry out any maintenance or repairs shall not render the Host liable to you, constitute a repudiation or termination of the Space Licence Agreement, constitute a constructive eviction, or give rise to a refund or abatement of Fees.
9. **Insurances.** You are responsible for arranging insurance for your personal property against all risks and for your liability to and for your employees and Invitees including but not limited to Public Liability Insurance. You have all of the risks of damage, loss, theft or misappropriation with respect of any of your personal property and liability to and for your employees and Invitees. You agree, as a material part of the consideration to be rendered by you under this agreement, to waive any right of recovery against the Host, its directors, officers, employees and its applicable landlord for any damage, loss, theft or misappropriation of your property under your control and any liability for your employees and Invitees. This waiver includes but is not limited to injuries to you or your Invitees in or about the Space or Building. You agree to hold the Host exempt and harmless and defend the Host and any applicable landlord from and against any damage or injury to any such person or to such property, to the extent arising from your use of the Space or any part of the Building or from your failure to keep the premises in good condition and repair as agreed, or to have taken out the appropriate insurances. All property in your Space is understood to be under your control.
10. **Keys and Security.** Any keys or entry cards for the Space, Common Areas, Shared Facilities or Building, which the Host lets you use, remain the Host's property at all times. You shall not make any copies of them or allow anyone else to use them without the Host's express written consent. Any loss of keys or entry cards must be reported to the Host immediately and you must pay the cost of replacement keys or cards and/or changing locks, if required by the Host. You shall not place any additional locks or bolts of any kind upon any of the doors or windows of the Space.
11. **Cancellation.** For an **Hourly Reservation** you may cancel this Agreement within 1 hour of the Agreement Time or before 24 hours of the start of the Term and receive a full refund of Fees and Taxes already paid. If you chose to cancel within more than 1 hour of the Agreement Time or within 24 hours of the start of the Term, no Fees or Taxes will be refunded. For a **Daily Reservation** you may cancel this Agreement within 1 hour of the Agreement Time or before 36 hours of the start of the Term and receive a full refund of Fees and Taxes already paid. If you chose to cancel within more than 1 hour of the Agreement Time or within 36 hours of the start of the Term, no Fees or Taxes will be refunded. For a **Weekly Reservation** you may cancel this Agreement within 1 hour of the Agreement Time or before 48 hours of the start of the Term and receive a full refund of Fees and Taxes already paid. If you chose to cancel within more than 1 hour of the Agreement Time or within 48 hours of the start of the Term, no Fees or Taxes will be refunded. For a **Monthly Reservation** you may cancel this Agreement within 1 day of the Agreement Time or at least 30 days before the Start Date you will receive a full refund of Fees and Taxes already paid. If you chose to cancel within more than 1 day of the Agreement Time but less than 30 days before the Start Date, 50% of the Fees and Taxes payable for the Minimum Term will be refunded and you will thereafter not be obligated to pay and remaining Fees and Taxes for the Minimum Term.

12. **Mail and Packages.** Mail and packages may not be delivered to you at the Space or Building except in accordance with the Space Rules.
13. **Payment.** The Guest agrees to pay the Fees, Deposit, Set-up Fee and Taxes for the use of the Space to the Host or to the SpaceNow Services on behalf of the Host. Payments are due 24 hours before the start of the Term. If payment is not received within 24 hours of the start of the Term, the Host may, at the Host's sole discretion, terminate this Agreement without cost or penalty to the Host.
14. **Default.** You shall be considered in default of this Agreement if you fail to comply with any term of this Agreement. Upon any default, the Host shall have the right without notice to terminate this Agreement, in which case you shall immediately surrender the Space and the Host's Property to the Host. If you fail to surrender the Space and/or the Host's Property, the Host may, in compliance with applicable law and without prejudice to any other right or remedy, enter upon and take possession of the Space and the Host Property and you shall be liable for all past due Fees and Taxes, all Fees and Taxes due for the remainder of the Term, all costs incurred by Host to retake possession of the Space and Host's Property, and other losses and damages which Host may suffer as a result of your default.
15. **Entire Agreement.** This agreement and the Terms of Use constitutes the entire agreement between the Host and the Guest regarding the use of the Space and supersedes any prior agreement between the Host and Guest relating to the Guests use of the Space.

Signed on behalf of the Host by
it or its authorised representative.

Signed on behalf of the Guest by
it or its authorised representative.