



## VIRTUAL TENANT AGREEMENT

Made as of \_\_\_\_\_ 200\_\_ by and between SUNSHINE REALTY MANAGEMENT LLC ("Licensor) and \_\_\_\_\_ of \_\_\_\_\_ ("Virtual Tenant and/or Licensee)

### Location

Virtual Tenants will have access to the conference rooms at 419 Lafayette Street, New York, NY and 12 Desbrosses Street, New York, NY. Virtual Tenants will also be allowed to receive mail at Sunshine Suites, \_\_\_\_\_, New York, NY

### Hours of Operation

Virtual Tenants have access to the office between the hours of nine AM and six PM (9:00AM-6:00PM), Monday through Friday, excluding all national holidays.

### Identification

Tenants must bring identification to the Community Office Space each time they are in the office. Sunshine Realty Management LLC will not issue identification cards to Virtual Tenants.

### Conference Room

Each Virtual Tenant will receive 1 hour of conference room time per month. Additional time can be purchased in increments of one hour. Currently the rate for additional hour is \$50.

### Web Resources

All Virtual Tenants have access to the Sunshine Realty Management LLC website and resources, as well as access to affiliate programs offered by Sunshine. Each Virtual Tenant will also be part of the rating system, which will be implemented in the near future.

### Conference Room Usage

- Upon arrival each Virtual Tenant will check in with the receptionist
- The Virtual Tenant must give the receptionist a valid form of picture identification, which will be held. Valid forms of identification include a state issued identification card or passport. The Virtual Tenant will receive a temporary identification card.
- The Virtual Tenant will proceed to the conference room as soon as it is available, and the receptionist clears the Virtual Tenant.
- The Virtual Tenant will, upon the expiration of his/her allotted time immediately clear the conference room. It is the tenant's responsibility to ensure that all items and guests are out of the room upon expiration of the tenant's time. Virtual Tenants will be charged \$50 (fifty dollars) for every additional hour the tenant exceeds it's allotted time.
- Virtual Tenant's must escort all guests out of the Community Office Space and into the waiting area.
- Upon departure from the conference room, Virtual Tenant will turn in temporary identification and get back their personal identification.

### Updates

Licensor will from time to time update the Virtual Tenant Agreement. Virtual Tenant acknowledges that the most current Virtual Tenant Agreement shall be located at [www.sunshineny.com](http://www.sunshineny.com), and it shall be the Virtual Tenant's responsibility to check Internet site for updates. Licensor reserves the right to update the Virtual Tenant Agreement without notice. Virtual Tenant acknowledges that Virtual Tenant shall accept the new terms of the Virtual Tenant Agreement upon renewal of the Virtual Tenancy each month. Use of Licensed space beyond the monthly License Period and/or failure to terminate via the Sunshine Suites website ([www.sunshineny.com](http://www.sunshineny.com)) shall constitute acceptance of the new License terms.

### Considerations

In Consideration for the Virtual Tenancy and License Virtual Tenant/Licensee agrees to pay in lawful money of the United States, which shall be in legal tender in payment of all debts and dues public and private at the time of payment in advance.

A monthly fee of \$\_\_\_\_\_ (The Virtual Tenant/License Fee). In addition Virtual Tenant/Licensee agrees to be bound by the terms of this agreement and will remit the monthly Virtual Tenant/Licensee Fee within ten (10) days of receiving an invoice no later than the first (1<sup>st</sup>) of the month. Virtual Tenant acknowledges that if monthly fee is more than ten (10) days late an additional fee of \$50.00 (fifty dollars) shall be due and owing. If the monthly license fee is more than one month late, Licensor shall have the right to charge the highest amount of interest allowable by law (including said late fee).

### Choice of Law

This Virtual Tenant Agreement shall be governed in all aspects by the internal laws of the State of New York, without regard to the conflict of laws principles thereof. It is mutually agreed by and between Licensor and Virtual Tenant/Licensee that the respective parties shall and hereby do, waive trial by jury and/or judge in any action proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this Virtual Tenant Agreement. The relationship of Licensor and Virtual Tenant/Licensee, Virtual Tenants use of, or occupancy of, the licensed premises, and any emergency statutory remedy. Any dispute arising under this Virtual Tenant Agreement shall be settled by arbitration, as set forth herein. Virtual Tenant/Licensee and Licensor agree Arbitration shall take place in the city of New York, County of New York. It is further mutually agreed that in the event Licensor commences any proceedings for possession of the demised premises, Virtual Tenant Agreement will not interpose any counterclaim of whatever nature or description in any such proceeding, except for statutory mandatory counterclaims.

### Sunshine Email List:

Virtual Tenant acknowledges that all Licensees and Virtual Tenants must be listed on the Sunshine Email List and must receive community emails as part of its obligation and duties as a Virtual Tenant. Virtual Tenant shall have an affirmative duty to keep the email address listed on the Sunshine Email List current.

### Severability

If the application of any of the provisions of this agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any arbitrator or court of competent jurisdiction then: the validity and enforceability of such provisions or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this agreement shall not in any way be affected or impaired thereby; and such provisions or provisions shall be reformed without further action by the parties hereto and only to the extent necessary to render such provisions or provisions valid and enforceable when applied to such particular facts and circumstances.

IN WITNESS WHEREOF, the parties hereto have executed this Virtual Tenant Agreement as of the day and year first above written.

### Sunshine Realty Management, LLC

A New York State Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### Licensee/Virtual Tenant:

Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_