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## Virtual Office Agreement

### *State of Alabama*

This Virtual Office Agreement (hereinafter "Agreement") is entered into and made effective as of \_\_\_\_\_ (the "Effective Date") by and between the virtual office space provider (hereinafter "Provider"), \_\_\_\_\_, a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

\_\_\_\_\_  
Email: \_\_\_\_\_

and the virtual office client (hereinafter "Client"), \_\_\_\_\_, a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

\_\_\_\_\_  
Email: \_\_\_\_\_

Provider and Client may be referred to individually as "Party" and collectively as the "Parties." The Parties hereby agree as follows:

### **Article 1 - PREMISES AND SERVICES:**

Client is renting from Provider a virtual office space ("Virtual Office Space"). The address of the Virtual Office Space is as follows:

\_\_\_\_\_

Client will be able to use this Virtual Office Space for the following purposes:

- As a general virtual office space. The Parties may agree to specific uses in written

notices as addendums to this contract. Email notifications will suffice.

## **Article 2 - STORAGE:**

Client shall not be permitted to store items of personal property at the Virtual Office Space. Provider shall not be held liable for any loss of or damage to items left at the Virtual Office Space.

## **Article 3 - TERM:**

The term of this Agreement ("Term") shall begin from the Execution Date and run for a period of one week.

The Term will automatically renew for the same time period, unless terminated by either of the Parties as described in the Article describing Termination.

## **Article 4 - TERMINATION:**

At least 30 (thirty) days prior to the expiration of the Term, either Party may terminate by sending written notice to the other Party.

This Agreement may also be terminated if:

- a) the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
- b) the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
- c) the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

If the Agreement is terminated, Client shall pay all Rental Fees (as defined in the Article describing Rental Fees) incurred prior to the date of termination, regardless of which party terminated or why. Client is only excused from paying Rental Fees if Provider ceases service.

Any termination under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement that is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

**Article 5 - FEES:**

Client shall pay to Provider weekly installments of \$2 (two US dollars) (the "Rental Fees").

The Rental Fees shall be payable in advance on Monday of each week.

Rental Fees shall be made to the Provider via the following methods:

\_\_\_\_\_

The Provider will be available at the following address:

\_\_\_\_\_

The first full Rental Fee under this Agreement shall be due on \_\_\_\_\_. No holidays, special events, or weekends shall excuse Client's obligation to pay timely Rental Fees as described by this Agreement.

The following additional fees may apply:

\_\_\_\_\_

If Client is late with Rental Fees, the following late fee shall apply: \_\_\_\_\_.

**Article 6 - SECURITY DEPOSIT:**

At the time of the signing of this Agreement, Client shall pay to Provider, in trust, a security deposit of \$2 (two US dollars) to be held for any unpaid Rental Fees, upon the expiration or termination of this Agreement or in case of default by Client.

**Article 7 -**

**Article 8 - INDEMNIFICATION:**

To the extent allowed by law, Client agrees to indemnify, hold harmless, and defend Provider from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, for which Provider may suffer or incur in connection with Client's use or misuse of the Virtual Office Space or this Agreement, except Provider's own act or negligence.

**Article 9 - ADDITIONAL TERMS:**

This Agreement incorporates by reference the following additional terms available online:

\_\_\_\_\_

**Article 10 - GENERAL PROVISIONS:**

- a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.
- c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by the Client.
- d) AMENDMENTS: This Agreement may be amended at any time by the Provider only.
- e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

h) FORCE MAJEURE: Provider is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

i) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by email to the email address of the relevant Party set out at the head of this Agreement or other email address as that Party may from time to time notify the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been sent the next working day after sending.

In proving the giving of a notice it shall be sufficient to prove that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

**EXECUTION:**

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

Representative Name: \_\_\_\_\_

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

Representative Title: \_\_\_\_\_

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

Representative Name: \_\_\_\_\_

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

Representative Title: \_\_\_\_\_