

**LICENSE FOR DESK AT CO-WORKING SPACE  
AGREEMENT**

THIS “LICENSE FOR DESK AT CO-WORKING SPACE” AGREEMENT, hereinafter referred to as “Agreement” is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_ by and between Invest Austell, LLC, a Georgia Limited Liability Company hereinafter referred to as “Licensor”,

and \_\_\_\_\_ (hereinafter referred to as “Licensee”);

**WITNESSETH:**

For and in consideration of the sum of Ten Dollars and 00/100 (U.S. Dollars) (\$10.00) and in consideration of the mutual promises, covenants and benefits provided for herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties do hereby agree as follows:

The Licensor hereby agrees to rent to the Licensee, and the Licensee hereby agrees to rent from the Licensor Desk # \_\_\_\_\_ at the Premises described below (the “Desk”) upon the following terms and conditions:

1. **Desk and Use.** The Desk referred to in the agreement shall be Desk # \_\_\_\_\_ located in the improvements at the Property referenced as 2760 Broad Street, Austell, Georgia 30106 and is further described on Exhibit “A” attached hereto and incorporated herein by this reference. The Licensee shall use the Desk only for Licensee’s general office purposes whether that is business and/or personal.
2. **No Estate.** This Agreement shall create the relationship of Licensor and Licensee. Licensee acknowledges that Licensee’s possession is at the “Sufferance” of Licensor. “At the Sufferance of the Licensor” means that the Licensor can terminate this Agreement and take possession of the Desk without any Notice whatsoever to the Licensee. Upon such notice, Licensee must vacate the Desk immediately. Licensee hereby waives any rights that the Law would provide to Licensees in terms of Notice and Dispossession and agrees to vacate the Desk Premises and Property on immediate request of Licensor.
3. **The term of this License is at the sole discretion of the Licensor.**
4. **Rent.** During the License created by this Agreement:
  - A. The Licensee shall pay, as Licensor directs, the Rent. The initial Rent for the initial term of the License shall consist of the payment by Licensee of Two Hundred and Seven Dollars and 00/100 (U.S. Dollars) (\$207.00) per month. Such monthly rent amount can be adjusted in the sole discretion of Licensor.
  - B. The initial Rent Payment is Due at the time of the execution of this Agreement. Subsequent Rent payments are due one (1) month following the date of the execution of this Agreement, and on that same day each month thereafter throughout the term of this License Agreement until the expiration of the License Agreement.
  - C. Rent during the term of this Agreement shall be accepted only by credit card and such credit card information shall remain on file with Licensor. Licensee must notify Licensor immediately upon the change of information remaining on file with Licensor in order that Licensee’s credit card information is updated and current at all times. Failure on the part of Licensee to maintain current credit card information on file with Licensor can result in non-payment of rent due and be considered a “Default” under the terms of this Agreement as set forth in Paragraph 9 of this Agreement.
5. **Assignment.** The Licensee shall not assign this Agreement or sublet the Desk in whole or in part without the prior written consent of the Licensor.
6. **Licensee’s Duties Upon Termination.** Upon termination of this Agreement created hereunder, whether by the Licensor or the Licensee, and whether for breach or otherwise, the Licensee shall:
  - A. Vacate the Desk removing therefrom all Licensee’s personal property of whatever nature;
  - B. Properly sweep and clean the Licensed Desk Area and the Desk and removing from the Licensed Desk Area and the Desk all rubbish, trash and refuse;
  - C. Return all keys allowing access to the Premises and Desk to the Licensor.
7. **Acceptance of Desk.** The Licensee acknowledges that he has inspected the Desk and the Premises and he agrees that the Desk and the Premises are in a safe and fit condition. The Licensee accepts the Desk and Premises in its current status and agrees that the Desk is fit for and accomplishes Licensees intended use of the Desk for Licensee’s general office purposes whether that is business and/or personal. Licensee agrees to indemnify and hold harmless Licensor from and against any and all claims or demands with respect to Licensee’s use of the Desk and Premises.
8. **Licensee’s Obligations.** Unless otherwise agreed upon, the Licensee shall:
  - A. Use the Desk for Licensee’s general office purposes whether that is business and/or personal; and,
  - B. Not use the Desk for any unlawful purposes or use the Desk in such a way as to constitute a nuisance especially to other fellow Licensees also renting Desks in the Premises; and,

- C. Keep the Desk and the area surrounding the Desk and other common areas intended for use by all Licensees, in a clean, safe, sanitary, and presentable condition; and,
- D. Deposit all refuse, rubbish, garbage, and other waste in a clean and safe manner in the areas as designated by Licensor and comply with all applicable rules as established by the Licensor in order that all Licensee and all other Licensees can use and enjoy the space as intended as a peaceful work environment respectful of the other Licensees; and,
- E. Not deliberately or negligently destroy, deface, damage or remove any part of the Desk or the Premises or the Property or any equipment, or permit any person, known or unknown to the Licensee, to do so; and,
- F. Be responsible for and liable to the Licensor for all damage to, defacement of, or removal of the Desk or the Property or any equipment whatever the reason or cause, except such damage, defacement or removal caused by ordinary wear and tear and natural forces; and,
- G. Permit the Licensor, and the Licensor hereby reserves the right in Licensor's sole discretion, to review the contents of the Desk as necessary and remove therefrom such items that can cause damage to the Desk, the Premises and other Persons and Property. Licensor reserves the right to inspect the Desk to verify that Licensee has complied and is complying with the terms of this Agreement; and,
- H. Conduct himself or herself and require all other persons at the Premises where the Desk is located to conduct themselves in a reasonable manner and so as not to create a nuisance and disturb the use of the Premises and other Licensees and Customers; and,
- I. Not abandon or vacate the Desk during the Initial Term. The Licensee shall be deemed to have abandoned or vacated the Desk if Licensee removes substantially all of Licensee's possessions from the Desk; and,
- J. Make all repairs to the Desk necessitated by ordinary wear and tear to keep the Desk in a fit and useful condition. In no event shall the Licensor be required to make any repair to the Desk necessitated by the Licensee's intentional or negligent misuse of the Desk.

- 9. Licensee's Default.** In the event the Licensee shall (a) not pay the rent due when the rent shall become due under this Agreement; or fail to perform any other promises, duties or obligations herein agreed to by the Licensee or imposed upon the Licensee by law, and such failure shall continue for a period of Ten (10) days from the date the Licensor provides Licensee with written notice of such failure then, as a result of such Licensee's Default and as often as such Defaults may occur, the Licensor in addition to all other rights and remedies provided by law, may at its option and with or without notice to the Licensee, terminate this agreement and/or terminate Licensee's rights to possession of the Desk.

Regardless of whether the Licensor terminates this Agreement or only terminates the Licensee's right to possession of the Desk without termination of this Agreement, the Licensor shall be immediately entitled to possession of the Desk and the Licensee shall peacefully surrender possession of the Desk to the Licensor immediately upon Licensor's demand. In the event the Licensee shall fail or refuse to surrender possession of the Desk, the Licensor shall, in compliance with applicable law, take possession of the Desk. The Licensee shall be fully responsible for any and all damages resulting from the Licensee's breach including but not limited to damages resulting from Licensor being forced to take possession of the Desk.

In the event the Licensor terminates this Agreement, all further rights and duties hereunder shall terminate and the Licensor shall be entitled to collect from the Licensee all accrued but unpaid rents and any damages resulting from the Licensee's breach.

In the event the Licensor institutes a legal action against the Licensee to enforce this Agreement or to recover any sums due hereunder, the Licensee agrees to pay Licensor reasonable attorneys' fees in addition to all other damages.

- 10. Licensor's Default, Limitations of Remedies and Damages.** No default by the Licensor in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this agreement, and the Licensee shall have no right to terminate this Agreement because of any default by the Licensor.

In any legal action instituted by the Licensee against the Licensor, whether for partial or material breach or breaches of this Agreement or any obligation imposed by law upon the Licensor, the Licensee's damages shall be limited to the difference, if any, between the monthly rent amount established pursuant to this Agreement and the reasonable rental value of the Desk taking into consideration the subject of the specific default. Sequential or secondary damages resulting from the breach or breaches resulting in the default are specifically excluded from the determination of monetary liability as a result of such specific default.

- 11. Alterations.** The Licensee may not paint or decorate the Desk and may not make any alterations, additions, or improvements in or to the Desk without the Licensor's prior written consent. All alterations, additions, or improvements shall be completed in a workmanlike manner using materials and contractors approved by the Licensor. All such work shall be completed at the Licensee's expense. All alterations, additions, and improvements of the Desk, made by either the Licensor or the Licensee, shall become the property of the Licensor and shall remain upon and become a part of the Desk at the end of the License hereby created.
- 12. Waiver.** No waiver of any breach or any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.

- 13. Form and interpretation.** In construing this Agreement, the following rules shall be applied.

- A. Paragraph headings are used only for the convenience of reference and shall not be considered as a substantive part of this Agreement.
- B. Words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate.

- C. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof.
  - D. This Agreement shall be construed and interpreted under the laws of the State of Georgia.
14. Licensor and Licensee each acknowledge and agree that both have participated in the preparation, negotiation and drafting of this Agreement, and accordingly, each hereby expressly waives the application of any law of construction whereby contracts or agreements such as this Agreement, are construed against the party responsible for drafting the contract or agreement.
  15. Time of Essence. Time is of the essence of this Agreement and of each covenant and agreement that is to be performed at a particular time or within a particular period of time. However, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Georgia, then the time of such period, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday.
  16. Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding among the parties with respect to the License contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
  17. Notices. All notices required or desired to be given hereunder by either party to the other shall be delivered by hand or sent, postage prepaid, by certified or registered mail, return receipt requested, and shall be deemed to be delivered two (2) days after mailing, or if delivered by hand, upon immediate receipt and if delivered by facsimile upon ascertained facsimile receipt and if delivered by electronic mail upon ascertained electronic mail receipt. If notice is sent via facsimile or electronic mail, such notice must also immediately within in two (2) business days be delivered in a second form, which may be in person by hand, with an ascertained delivery receipt, or sent by U.S. certified mail, return receipt requested, postage prepaid, or by an overnight delivery service with ascertained delivery receipt and shall deemed to be delivered one (1) business days following the date referenced on the ascertained facsimile receipt and/or upon ascertained electronic mail receipt. Should the parties herein agree to acknowledge receipt of any such notice on a particular day and time, then such date shall be used as the "deemed delivery of notice" date. All monetary obligations hereunder and all notices to the respective parties shall be addressed and sent as follows:

**LICENSEE:**

**LICENSOR:**

**Invest Austell LLC,  
a Georgia limited liability company  
1773 Dorsey Avenue  
East Point, Georgia 30344-3231  
Telephone Number: (770) 715-5616  
Email Address: andrew@lundstrom-studios.com**

18. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Agreement may be transmitted via facsimile or scanned and e-mailed, and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

By execution below, this "License for Desk at Co-Working Space" Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Licensee:**

**Licensor:**

**Invest Austell LLC,  
a Georgia limited liability company,**

\_\_\_\_\_  
(SEAL)

**By: Andrew Lundstrom,  
Its: Chief Executive Manager**

(SEAL)

**EXHIBIT "A"**

**Desk # \_\_\_\_\_, located in improvements of Property identified as 2760 Broad Street, East Point, Georgia 30344-3231 also known as 2760 Broad Street, Austell, Georgia 30106 also known as 2762 Broad Street, East Point, Georgia 30344-3231, more particularly described as follows to wit:**

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 25 OF THE 18TH DISTRICT AND 2ND SECTION OF COBB COUNTY, GEORGIA, CONTAINING .0918 OF AN ACRE AND BEING DESCRIBED PURSUANT TO SURVEY THEREOF DATED DECEMBER 10, 2021 AND PREPARED BY JAMES A. EVANS, JR., GEORGIA REGISTERED LAND SURVEYOR NUMBER 2167, J.A. EVANS SURVEYING COMPANY, INC., FOR THE BENEFIT OF INVEST AUSTELL, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AND LUNDSTROM INVESTMENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:**

**BEGINNING AT A POINT LOCATED ALONG THE NORTHERLY RIGHT-OF-WAY OF BROAD STREET 99.91 FEET WESTERLY FROM THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF BROAD STREET AND THE WESTERLY RIGHT-OF-WAY OF AUSTELL-POWDER SPRINGS STREET ALSO KNOWN AS U.S. HIGHWAY # 278; THENCE FROM SAID POINT OF BEGINNING TRAVELING ALONG THE NORTHERLY RIGHT-OF-WAY OF BROAD STREET AND RUNNING NORTH 84 DEGREES 53 MINUTES 38 SECONDS EAST 50.00 FEET TO A POINT; RUNNING THENCE NORTH 05 DEGREES 51 MINUTES 21 SECONDS WEST 80.00 FEET TO A POINT; THENCE RUNNING SOUTH 84 DEGREES 53 MINUTES 38 SECONDS WEST 50.00 FEET TO A POINT; THENCE SOUTH 05 DEGREES 51 MINUTES 21 SECONDS EAST 80.00 FEET TO A POINT LOCATED ALONG THE NORTHERLY RIGHT-OF-WAY OF BROAD STREET AT THE POINT OF BEGINNING.  
TAX PARCEL IDENTIFICATION NUMBER: 18002500320**