



Agent Agreement

Date: _____

The following shall constitute an agreement between _____ ("Agent") and **LAUNCH WORKPLACES, LLC** ("Launch") with respect to consummating a membership license agreement ("**MLA**") between Launch and _____ ("Member") at _____ ("Launch Location").

In the event that a MLA is successfully negotiated and executed by Launch and Member prior to six months following the date first written hereinabove, Launch shall pay Agent as its full and complete compensation a finder's fee ("Fee") equal to ten percent (10%) of the aggregate MLA value ("Aggregate Value"), as defined below, provided Launch has received Agent's invoice.

As used herein, Aggregate Value shall mean the sum of the base rent only payable by Member during the initial Term of the MLA, not to exceed one (1) year. Such Aggregate Value shall include fixed annual escalations in the base rent during the initial Term, but excluding or deducting therefrom the following:

- a. any rental abatement or rental credits offered Member to enter into the MLA;
- b. increases in any expenses other than base rent;
- c. utility payments from Member to Launch;
- d. the value of any portion of the MLA which is cancelable by Member, and any termination or cancellation payment payable on account thereof (unless Member, as part of a termination payment to Launch, is reimbursing Launch for all unamortized concessions, Member improvements performed by Launch, and Agent Fee);
- e. any expansion space occurring one (1) year after Members commencement date stated in the MLA;
- f. amortization of any improvements paid for by Launch and reimbursed by the Member as additional or increased rent payments;
- g. any charges payable by Member for parking or storage space.

The Fee due Agent shall be payable one hundred percent (100%) upon full execution of the MLA, Launch's receipt of all required prepaid amounts from Member (including security deposit), and provided Member has occupied the licensed space identified in the MLA.



Agent warrants and represents that it is the sole agent retained by Member to represent it in this transaction and that it has not employed or dealt with any agent or finder in connection with the proposed MLA in the Launch Location. Agent agrees to indemnify, defend, and hold Launch, and their respective direct and indirect partners, principals, officers, directors, shareholders and employees (collectively, the "Indemnified Parties"), harmless from and against all liability, loss, damage, and expense (including reasonable attorneys' fees and disbursements), arising out of any breach of the above representation and/or any claim for an agent fee, damages or other compensation made by any other person, firm or entity alleging to have dealt with or through Agent in connection with the MLA, provided that Agent's total liability under this indemnity shall not exceed the amount of the Fee paid or thereafter payable to Agent hereunder, plus reasonable Legal fees and disbursements incurred by Launch and the Indemnified Parties. Agent shall not settle any claim, action or proceeding for any amount in excess of the Agent Fee without the Indemnified Party's prior approval. If Launch reasonably believes that (a) a conflict of interest exists which would make it inadvisable to be represented by Agent's counsel, (b) Agent is not diligently defending the claim, action or proceeding or (c) there are legal defenses available to Launch or any Indemnified Party which are different from or inconsistent with those available to Agent, Launch and/or the Indemnified Parties shall each be entitled to retain separate counsel and Agent shall pay the reasonable fees and expenses of such separate counsel. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

Agent shall (i) not issue, cause or consent to any publicity with respect to the MLA without Launch's prior reasonable approval, and (ii) hold all information received by it with respect to Launch, the Launch Location, and the MLA in confidence. All membership license agreements, floor plans and other materials furnished to Agent are Launch's property and shall be returned to Launch upon request.

The rights and remedies of Agent shall be enforceable solely against Launch's estate in the Launch Location.

_____ [agent's name] acknowledges that he/she is individually bound by the terms and conditions hereof. If he/she leaves the employ of his/her broker, he/she agrees not to make any claim for a fee or other compensation against Launch or any of the Indemnified Parties.

Agent is an independent contractor and not an agent of Launch, and Agent has no right or authority to make any representation, enter into any agreement or create any obligation or liability upon Launch, and Agent represents that it has so advised Member.



Any notices, consents or approvals required or permitted to be given by either party under this Agreement shall be in writing and sent by personal delivery or certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Agent at: _____

To Launch at: _____

Notices shall be deemed given upon personal delivery, as indicated by affidavit, or, if mailed, on the date set forth on the return receipt. Either party may change its address for notice by giving notice thereof to the other party.

This Agreement (i) expresses the parties' entire agreement on the matters covered herein, (ii) supersedes all prior understandings between such parties on such matters, (iii) shall be governed by state law, (iv) shall be binding on such parties' lawful successors, designees and assigns, and (v) sets forth obligations and/or payments hereunder which shall not be assigned, altered, supplemented, or terminated, except in a writing signed by both Launch and Agent.

Agent hereby waives the right to file any lien for a fee payable hereunder unless (i) Agent does not received its Fee payable hereunder, (ii) Agent gives Launch written notice of such failure and (iii) such failure is not remedied within 30 days after Launch's receipt of such notice.

In the event of any controversy, claim or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs of suit.

This agreement represents the entire agreement between the parties and may not be modified other than in writing signed by both parties.

Please indicate your acceptance of this agreement by counter-signing below.

Sincerely,



LAUNCH WORKPLACES, LLC

Authorized Representative

ACCEPTED TO AND AGREED:

AGENT

By:

Title:

Agent's Broker

By:

Title:

Broker Number:

To Submit: Scan and email to brokers@launchworkplaces.com.