STANDARD COWORKING AGREEMENT (the **Agreement**)

1st edition 01/19

# Provider details

Name/Firm: Click here to insert text. (the **Provider)**

Business registration number: Click here to insert text.

Contact details: Click here to insert text.

# Customer details

Name/Firm: Click here to insert text. (the **Customer**)

Business registration number: Click here to insert text.

Contact details: Click here to insert text.

# Scope of the Agreement

The Agreement encompasses *[specification of which services fall within the scope of the Agreement, e.g. type of membership, designated or flexible office space, exclusive office, etc.]* in *[Name of the relevant coworking concept]* (the **Supply**) at *[Address]*, land no. *[…]*, title no. *[…]*, in the municipality of […] (the **Premises**).

If the Supply includes access to a designated office/designated space, the area is specified in a drawing attached as **Appendix […].** The Customer also has access to the common areas of the Premises (the **Common Areas**).

In addition to the Supply, it is agreed that the supplementary services (the **Supplementary Services**) specified in **Appendix […]** shall be provided.

# the Consideration

The Consideration payable for the Supply and the Supplementary Services shall be NOK Click here to insert text. per month, exclusive of Value Added Tax.

# Duration

The agreement term shall be from Click here to insert a date. to:

*[Delete the alternative which is not being used]*

*[Fixed-term agreement which can be terminated during the agreement term:]*

Click here to insert a date., after which the Agreement shall lapse without any need for a notice of termination (the **Agreement Term**). The Agreement may be terminated by both parties during the Agreement Term on *[number of months]* months’ written notice.

*[Fixed-term agreement which* ***cannot*** *be terminated during the agreement term:]*

Click here to insert a date. (the **Agreement Term**), after which the Agreement shall lapse without any need for a notice of termination. The Agreement cannot be terminated during the Agreement Term.

# EVICTION, etc.

The Customer accepts mandatory eviction if the Consideration is not paid,
cf. Section 13-2, Sub-section 3 (a), of the Enforcement Act. The Customer accepts mandatory eviction upon the expiry of the Agreement Term, cf. Section 13-2,
Sub-section 3 (b), of the Enforcement Act.

# Value Added Tax

Value Added Tax status of the Customer: Select an element.

Use of the Supply: Select an element.

# Collateral

*[Delete the alternatives which are not being used.]*

A. The Lessee shall furnish a banker’s guarantee

B: The Lessee shall furnish a deposit

C: The Lessee shall furnish no collateral.

on the terms set out in Clause 9 of the Standard Terms. Upon entering into the Agreement, the amount of the collateral shall correspond to [...] months’ Consideration.

# Standard Terms and house rules

This Agreement is supplemented by the standard terms (the **Standard Terms**) set out in **Appendix […]** and the house rules (the **House Rules**) set out in **Appendix […]**, which form an integral part of the Agreement. In case of conflict between the Agreement, the Standard Terms and the House Rules, the Agreement shall take precedence. The Standard Terms shall take precedence over the House Rules. The House Rules applicable at any given time will be available on www.[...].no/houserules.

# Appendices to the Agreement

Appendix […]: Drawing

Appendix […]: Standard Terms

Appendix […]: House Rules

Appendix […]: Specification of the Supplementary Services

\* \* \*

Date: Click here to insert a date.

|  |  |  |
| --- | --- | --- |
| Insert **company name**  |  | Insert **company name** |
| Represented by:  |  | Represented by:  |
| Name: |  | Name: |

*[The signature field may be omitted if the agreement is to be signed electronically.]*

*[Comment: It should be noted that the nature and scope of the Supply will be of decisive importance to the Value Added Tax treatment, for both the Provider and any lessor letting to the Provider. At present, the VAT practice of the tax authorities with regard to coworking concepts is inconsistent, with seemingly identical concepts being accorded different VAT status. In specific cases, the tax authorities have concluded that the Supply can be classified as*

* *letting of real estate, which may be included in voluntary registration if the end use of the premises is subject to VAT;*
* *provision of services, which is subject to VAT based on its nature, irrespective of the VAT status of the end user; or*
* *provision of a right of use, which is exempt from VAT and which is not subject to voluntary registration.*

*It should be noted that it is necessary to make a specific assessment of the Value Added Tax treatment of the Supply for each concept and for each part of the Premises. One should consider, in view of the inconsistent practice of the tax authorities, whether to request an assessment of each concept from the authorities.]*