

TERMS AND CONDITIONS

Main Street Office Suites

Effective Date: February 1, 2026

Location: 525 W Main St, Suite 120, Visalia, CA 93291

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1. ACCEPTANCE OF TERMS

These Terms and Conditions (“Agreement”) govern the rental and use of conference rooms, day offices, virtual office services, and business support services provided by **Main Street Office Suites** (“Company,” “Provider,” “we,” or “us”). By reserving, paying for, or using our facilities or services, you (“Client,” “User,” or “Subscriber”) agree to be bound by these Terms.

- **Standard Users:** For hourly rentals and virtual office subscribers, these Terms constitute the entire agreement between you and the Company.
- **Leaseholders:** If you have a signed Lease Agreement with Main Street Office Suites for a permanent office or desk, the terms of that Lease shall prevail in the event of any conflict with this Agreement regarding your permanent space. These Terms and Conditions apply to your use of optional services (such as hourly conference room bookings, printing, or common area usage) that are outside the specific scope of your Lease.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICES.

2. NATURE OF AGREEMENT (NO TENANCY)

Unless you have entered into a separate written Lease Agreement with the Company, you acknowledge that your use of the facilities constitutes a **revocable license**, not a lease, and does not create a landlord-tenant relationship under California law. You are not granted exclusive possession of the premises. The Company retains full control and management of the premises at all times.

3. SERVICES PROVIDED

We offer the following services:

- **Hourly Rentals:** Conference rooms and Day Offices.
- **Virtual Office Subscriptions:** Business address, mail handling, and lobby listing.
- **Business Support Services:** Printing, faxing, and scanning.

Note: Permanent desk rentals and long-term private office leases are available but are **governed by a separate written Lease Agreement**. These Terms and Conditions apply only to hourly rentals, virtual services, and add-on business services.

4. HOURLY RENTALS (Conference Rooms & Day Offices)

4.1 Reservations and Payment

- **Advance Booking:** Reservations must be made at least **24 hours in advance**. Same-day or next-day requests are subject to approval and staff availability.
- **Payment:** All reservations must be paid in full at the time of booking. No reservation is confirmed until payment is received.
- **After-Hours Reservations:** Our online booking system does not accept reservations outside of standard business hours (Monday – Friday, 9:00 AM – 5:00 PM). **To book a room after hours or on weekends, you must contact us directly via email or phone.** These requests are subject to approval by a Main Street Office Suites representative. A **refundable security deposit of \$100.00** is required for all approved after-hours bookings. This deposit will be refunded within 3 business days following the reservation, provided the space is left in good condition, all lights are turned off, and the facility is locked securely.
- **Overage Charges:** If you occupy the space past your reserved time, you will be charged for the additional time in **15-minute increments at 150% of the standard hourly rate**. If your unauthorized holdover causes us to refund the next client, you agree to be liable for that refund amount as well.
- **Pricing:** All pricing is listed in U.S. Dollars and is subject to applicable California sales tax.

4.2 Cancellation and Refund Policy

- **24-Hour Notice:** Cancellations must be made at least **24 hours prior** to the scheduled reservation start time to receive a refund or credit.
- **Late Cancellations:** Cancellations made less than 24 hours in advance are **non-refundable**.
- **No-Shows:** Failure to appear for a reservation results in forfeiture of payment.

4.3 Occupancy and House Rules

- **Occupancy Limits:** You must strictly adhere to the posted occupancy limits for your rented room.
- **Cleanliness:** You must remove all trash, food, and beverage containers upon departure. Excessive cleaning required after your use will result in a cleaning fee charged to your payment method on file.
- **Restoration:** Furniture must be returned to its original layout before departure.

5. VIRTUAL OFFICE SUBSCRIPTIONS

5.1 Regulatory Compliance (USPS Form 1583)

- **Requirement:** As a Commercial Mail Receiving Agency (CMRA), federal regulations require us to have a completed **USPS Form 1583** on file for every client receiving mail.
- **Verification:** This form must be signed in the presence of our staff. **If you cannot visit our office in person, you must have the form notarized by a licensed Notary Public (or via an online notary service) before submitting it to us.**
- **Authorized Access:** To ensure security and compliance, **only the Primary Contact** (or individuals explicitly listed on the USPS Form 1583 with verified IDs) are authorized to pick up mail. If you wish to authorize additional individuals (e.g., employees, family members), they must appear in person to be added to the official documentation.
- **Activation:** Mail services will not begin until this form is completed and verified, and two forms of valid ID are recorded.
- **Suspension:** Failure to maintain a valid Form 1583 may result in immediate suspension of services.

5.2 Billing and Auto-Pay

- **Recurring Billing:** Virtual office services are billed monthly in advance on the 1st of the month.
- **Mandatory Auto-Pay:** A valid credit card must be kept on file for automatic payments.
- **Late Fees & Declined Payments:** If payment fails and is not rectified by the 5th of the month, a **\$25.00 late fee** will be applied. Additionally, any payment returned for Insufficient Funds (NSF) or hard-declined credit cards will incur a separate **\$25.00 processing fee**.
- Suspended accounts requiring reinstatement due to non-payment will incur a **\$100.00 Reinstatement Fee** in addition to all past due balances.

5.3 Mail Handling, Security & Liability

- **Definition of "Secure":** The term "Secure" as used in our marketing refers to our operational procedure of storing client mail in a staff-restricted area or locked receptacle to prevent public access. It does not constitute an insurance policy.
- **Delivery Responsibility:** We accept custodial responsibility for packages **only after** they have been physically received and signed for by our staff. We are not liable for packages left outside the building, in common hallways, or delivered after business hours by carriers, nor for items delivered to the wrong address by the carrier.

- **Maximum Liability Limit:** Notwithstanding the above, the Company's total liability for any loss, theft, or damage to a package or mail item while in our possession is expressly limited to **\$100.00 per occurrence**, regardless of the actual value of the contents.
- **No Consequential Damages:** In no event shall the Company be liable for "consequential damages" resulting from lost, delayed, or damaged mail (e.g., lost profits, missed deadlines, or loss of business opportunities).
- **High-Value & Prohibited Items:** We are not responsible for cash, jewelry, heirlooms, checks, gift cards, or other high-value items sent through the mail. Clients expecting shipments valued over \$100.00 are responsible for insuring the item directly with the carrier.
- **Right to Refuse:** We reserve the right to refuse or discard mail that appears suspicious, hazardous, or illegal.

5.4 Forwarding Services & Fees

- **Postage Costs:** Client is responsible for all actual postage costs (USPS, FedEx, UPS) in addition to the handling fees listed below.
- **On-Demand / One-Off Forwarding:** Requests for immediate, non-recurring forwarding are charged a **\$20.00 handling fee** per occurrence plus postage.
- **Weekly Forwarding Subscription:** Mail is collected weekly and forwarded every Friday. The fee is **\$10.00 per week** (billed monthly at \$40.00 – \$50.00 depending on the number of Fridays in the month) plus postage.
- **Monthly Forwarding Subscription:** Mail is collected for the entire month and forwarded on the last business day of the month. The fee is **\$20.00 per month** (billed on the 1st of each month) plus postage.
- **Weight Limits:** We will not forward packages weighing more than **10 lbs.**

5.5 Termination of Subscription

- **Notice Period:** You must provide at least **30 days' written notice** prior to the next billing date to cancel your subscription.
- **Security Deposit:** A \$50.00 refundable deposit is required at registration, refunded within 15 days after termination provided all balances are cleared.
- **End of Service:** Mail received after termination will be handled in accordance with USPS regulations. Mail not collected within 30 days of cancellation may be returned to sender or discarded.

5.6 Meeting Room & Day Office Credits

- **Usage:** Select Virtual Office packages include a monthly monetary credit. **This credit may be applied strictly toward the hourly rental rates for Conference Rooms and Day Offices.** It cannot be used for postage, printing, administrative fees, or other service charges.
- **No Rollover:** Credits are refreshed on the 1st of each month. Unused credits are "**use-it-or-lose-it**"; they do not roll over to future months and cannot be accumulated.
- **Overage:** Any room usage exceeding the monthly credit allowance will be automatically billed at the standard hourly rate to the payment method on file.
- **Non-Transferable:** Credits have no cash value and are non-transferable/non-refundable upon cancellation of the service.

6. BUSINESS SUPPORT SERVICES (Printing, Faxing, Scanning)

6.1 Usage and Fees

- **Pay-Per-Use:** Printing (color and B&W), scanning, and faxing are available on a pay-per-use basis. Current rates are posted online and subject to change.
- **Payment:** Usage fees must be paid immediately upon completion of the job or will be charged to the card on file.

6.2 Content Responsibility

- **Prohibited Content:** You may not use our equipment to reproduce material that is illegal, infringes on copyright/trademark laws, or is deemed offensive or harassing.
- **Data Privacy:** You are solely responsible for clearing your data from shared machines (e.g., clearing the copy machine memory or removing USB drives). The Company is not responsible for sensitive documents left on printer trays or digital data left on shared devices.

7. CODE OF CONDUCT

To ensure a professional environment, you agree to:

- **Noise Levels:** Maintain a professional volume. Speakerphones are prohibited in common areas.
- **Zero Tolerance Harassment:** We strictly prohibit discrimination, harassment, or threatening behavior toward staff or other clients. This includes conduct prohibited under the **California Fair Employment and Housing Act (FEHA)**. Violations will result in immediate removal without refund.

- **Guests:** You are fully responsible for the conduct and safety of your guests. Guests must be accompanied by the Client at all times. Common areas (e.g., lobby, hallways, stairways) are for transit and temporary convenience only. Holding meetings or conducting work in these common areas is prohibited; all meetings must take place in a reserved conference room or private office.
- **Photography & Filming:** For the privacy of all clients, photography and video recording are permitted **only within your reserved conference room or private office**. Filming in common areas, hallways, or the breakroom is prohibited without prior written consent.
- **Illegal Activity:** Use of the premises for illegal activities, including but not limited to gambling, fraud, or storage of hazardous materials, is strictly prohibited.
- **No Smoking or Vaping:** Pursuant to California law and for the comfort of all members, the entire facility is a strictly smoke-free and vape-free environment. Smoking and vaping are prohibited inside the building and **within 20 feet of any entrance or window**. Violation of this policy will result in immediate termination of services and a **minimum cleaning fee of \$250.00** to restore the air quality of the room.

8. NETWORK & INTERNET USAGE

- **Shared Resource:** Our Wi-Fi/Internet is a shared resource. You are strictly prohibited from activities that consume excessive bandwidth (e.g., crypto mining, running servers) or disrupt the network for others.
- **Security Disclaimer:** The Company does not guarantee the security of the network. You are solely responsible for maintaining your own firewall, antivirus, and data security measures.
- **Prohibited Digital Activities:** You may not use our network for illegal downloading (piracy), accessing illegal marketplaces, or spreading malware/spam.

9. LIABILITY AND INDEMNIFICATION

9.1 Limitation of Liability

To the fullest extent permitted under California law:

- **Use at Own Risk:** You acknowledge that you use the facility and equipment at your own risk.
- **Personal Property:** The Company is not liable for loss, theft, or damage to personal property, including packages, laptops, or vehicles parked on the premises.
- **Abandoned Property:** Any personal property left in common areas or unreserved day offices for more than **24 hours** may be deemed abandoned and disposed of by the Company at its sole discretion, with no liability to the Client.

- **Business Interruption:** We are not liable for lost profits, business interruption, or consequential damages resulting from utility outages, internet failure, or equipment malfunction.

9.2 Indemnification

You agree to indemnify, defend, and hold harmless **Main Street Office Suites**, its owners, officers, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms;
- Your use of the premises and services;
- Any damage or injury caused by you or your guests.

10. PRIVACY

We collect personal information only as necessary to provide services (e.g., payment processing, mail handling) and comply with applicable laws, including the **California Consumer Privacy Act (CCPA)**. We do not sell your personal information. We may disclose your information to law enforcement if required by a valid subpoena or court order.

11. DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.

11.1 Mandatory Arbitration

Except for disputes that qualify for Small Claims Court (as defined below), any dispute, claim, or controversy arising out of or relating to this Agreement, your use of the Services, or the breach, termination, enforcement, interpretation, or validity thereof, shall be determined by **binding arbitration** rather than in court. The arbitration shall be administered by the **American Arbitration Association (AAA)** in accordance with its Consumer Arbitration Rules.

11.2 Small Claims Court Exception

Notwithstanding the above, either party may choose to pursue a dispute in Small Claims Court in **Tulare County, California**, provided the claim falls within the jurisdiction of that court and proceeds on an individual basis. This exception is intended to allow for cost-effective resolution of minor disputes, such as collection of unpaid fees or minor property damage claims.

11.3 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. Unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims.

11.4 Venue and Governing Law

The arbitration shall take place in **Visalia, California** (or the nearest available location in Tulare County), unless the parties agree to video/virtual arbitration. The arbitrator shall apply the laws of the State of California. Judgment on the arbitration award may be entered in any court having jurisdiction.

12. GENERAL PROVISIONS

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the **State of California**.
- **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be eliminated or limited to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.
- **Modifications to Service & Pricing:** Main Street Office Suites reserves the right to modify service fees, package inclusions, or these Terms and Conditions at any time. We will provide Client with at least **thirty (30) days'** written notice (via email) prior to any price increase taking effect. Continued use of the Services after the effective date of the price change constitutes your agreement to pay the modified fee.

BY RESERVING A ROOM, SUBSCRIBING TO A SERVICE, OR USING THE FACILITIES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.