



MEMBERSHIP AGREEMENT

CONTACT INFORMATION

Company Name: 

Primary Member's Name: 

Email: 

Telephone: 

Date of Birth or EIN: 

MEMBERSHIP DETAILS

Start Date: 12/1/19

Pay Date: 11/6/19 – Deposit Due

Setup Fee: N/A

Payment Method: Credit Card or Wire Transfer

Parking Fees (if applicable): N/A

Discount: Free until January 1, 2020

Commitment Term: 12 months

Mailing Address:

Automatic Month-to-Month

Renewal Upon Term Expiration: Yes

Office Location: 

Membership Type: Private Office

Office Number: #356/357

Number of Authorized Users: 12

Membership Fee: \$6,524/month January & February

Agreement Deposit: \$10,873.50 (equal to 1.5 monthly fee)

\$7,249/month March – November 2020

NOTES: Represented by Upsuite.



SIGNATURE

This Agreement, including the Terms and Conditions and Membership Details form, and any applicable Addendum, will be effective when signed by both parties. In the event of any conflict between the Terms and Conditions and the Membership Details form, the Membership Details form shall prevail.

When signing this Agreement, you must have the proper authority to execute this Agreement on behalf of the company listed above and incur the obligations described in this Agreement on behalf of such company.

I agree to the Terms & Conditions, Payment Authorization Terms & Conditions Membership Details form and any applicable Addendum in this Membership Agreement.







11/1/19

AGREEMENT DATE





TERMS OF USE

Definitions

- “Us” or “██████████” means ██████████ or its assignee.
- “You” or “Member” means the company listed on the Membership Form.
- “Premises” means any ██████████ office space at which the Services are provided, including that listed on the Membership Form.
- “Fellow Member” means any entity or individual which is a member of ██████████, but is not the Member.
- “TOU” means these Terms of Use.
- “Membership Agreement” means the membership agreement consisting of the TOU, the Membership Form, the Community and Facility Rules and the Internet Policy.
- “Authorized User” means each person you authorize on your User List as being allowed to receive the Services (defined below)

1. Acceptance of Terms. ██████████ agrees to provide you the Services (defined below) subject to the terms of this Membership Agreement. ██████████ reserves the right to modify and/or update the TOU, Community and Facility Rules and the Internet Policy from time to time. If ██████████ changes the TOU or the Community and Facility Rules, we will post the modification on our website or otherwise and provide you with notice of the modification.

2. Description of Services. ██████████ may provide you with exclusive access to office space, non-exclusive access to office space, work stations, internet service (wired and/or wireless), office equipment, conference space, knowledge resources, and other services as ██████████ may offer from time to time pursuant to the terms of the membership plan indicated on the Membership Form (collectively, “Services”). The Services and the Membership Agreement are personal to you and may not be assigned to, transferred to or shared with any other party.

3. Representations and Warranties. You hereby represent and warrant that you have all requisite legal power and authority to enter into the Membership Agreement, and that your Member Signatory has the authority to bind you to this Membership Agreement.

4. Use of Services.

(a) You will (and will cause your Authorized Users to) comply with all relevant laws and regulations in your use of the Services at all times. Without limiting the foregoing, you agree that when on the Premises or using the Services, you (including your Authorized Users) will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; use any material or information in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; create a false identity for the purpose of misleading others; obstruct any access to the Premises; create any circumstances of disrepair or damage any ██████████ property or the Premises; bring any pets onto the ██████████ Premises (unless permitted by law); disrupt, cause a nuisance to or interfere with any Fellow Members or Fellow Members’

[REDACTED]

access to the Services; or otherwise violate this Membership Agreement, including the Community and Facility Rules.

(b) If you have been assigned an office in the Building, [REDACTED] reserves the right to relocate you to a different office, offices or desks at any time, in the event of a natural disaster, building defects, or any other occurrences deemed to protect a [REDACTED] member, staff, or client. If we are moved for any of the above circumstances, the relocation premises need to meet specific criteria that are required by our regulatory agency for statutory compliance. AS NC

(c) You may designate a certain number of individuals (which number is indicated on the Membership Form) to use, access, and/or receive the Services in accordance with this Membership Agreement. All Authorized Users must be designated in writing to [REDACTED] prior to being entitled to the Services. You may replace an Authorized User at any time by causing the Member Contact to send an email to [REDACTED] which email must include the name(s) and email address(es) of the departing and new Authorized User(s) and the effective date of the change. The changes will not take effect until [REDACTED] confirms in writing that it has accepted and applied the change. An Authorized User will no longer be allowed access to the Services upon the earlier of (1) the termination or expiration of this Membership Agreement; (2) your removal or replacement of such Authorized User or (3) [REDACTED] notification to you that such individual is terminated as an Authorized User. [REDACTED] may terminate an individual as an Authorized User in [REDACTED] sole discretion, however, [REDACTED] will endeavor not to terminate any individual as an Authorized User unless such individual has caused Fellow Members to complain to [REDACTED] or if such individual violated this Membership Agreement (including the Community and Facility Rules and Internet Policy). If the number of Authorized Users, or individuals regularly using your Office Space, exceeds the number allocated on the Membership Form, you will be required to pay the then-current additional applicable fee. [REDACTED] reserves the right to limit the number of Authorized Users allowed at any point. By sending [REDACTED] a request to add an individual as an Authorized User, you are representing and warranting that you have obtained all necessary consent from such individual to provide to [REDACTED] the contact or other information about such individual.

5. Payment Terms.

(a) Upon submitting a signed and completed Membership Agreement, and Agreement Deposit, you will deliver to us the monthly fee contained in your Membership Agreement (the "Member Fee") for the first month without demand, prorated as of the number of days remaining in such month. Afterward, you will pay the Member Fee monthly, in advance, on the first day of the month. Should the Member not fulfill their obligations per this Agreement, including paying the first monthly fee within seven business days of the first Pay Date listed in this Agreement, the Agreement Deposit shall be forfeited.

(b) You agree to pay the monthly fee via an Automated Clearing House (ACH) debit transaction, other preauthorized electronic fund transfer, or major credit card. You are responsible for paying any fees of your financial institution associated with the pre-authorized payment.

(c) [REDACTED] reserves the right to terminate the Membership Agreement and cease all Services in the event of a late payment, including any payment which is late due to insufficient funds. In the event that [REDACTED] does not exercise this right, you shall pay a late fee of 10% on all overdue balances and the Agreement Deposit shall be forfeited. [REDACTED] waiver of its termination right for any late payment shall not be

[REDACTED]

deemed a waiver of such right as to any future late payment. [REDACTED] reserves the right to withhold the Services, including barring your entry to the Premises while there are any outstanding fees and/or interest. You agree to waive any and all rights of set off as to the Member Fee.

(d) Upon your breach of this Membership Agreement, in addition to any other rights which [REDACTED] may have, any discounts which you have been granted will automatically terminate, and all monthly fees for the duration of the original Agreement shall be due to [REDACTED].

(e) The Agreement Deposit is not a Member Fee and shall not be applied to monthly Membership Fees for any monthly fees associated with this Agreement.

6. Nature of this Agreement. This Membership Agreement is intended by the parties to be analogous to an agreement for accommodation in a hotel. The whole of the Premises remains our property, and in our possession and control. We are giving you the right to share with us the use of the Premises so that we can provide the Services to you. Notwithstanding anything in this Membership Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Membership Agreement in no way shall be construed as to grant you or any Fellow Member any title, easement, lien, possession or related rights in our business, the Premises or anything contained in or on the Premises. This Membership Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Membership Agreement, and this Membership Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

7. [REDACTED] Required Disclosures. [REDACTED] reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as [REDACTED] deems reasonably necessary to satisfy any applicable law, regulation, legal process or governmental request.

8. Confidentiality.

(a) You acknowledge and agree that during your participation in and use of the Services you may be exposed to nonpublic, confidential or proprietary information, including any information that you know or have reason to know should be treated as confidential ("Confidential Information") about or proprietary to [REDACTED] or Fellow Members, [REDACTED] /s/ NC

(b) You will (and will cause your Authorized Users to): (a) maintain all Confidential Information in strict confidence; (b), not disclose Confidential Information to any third parties; and (c) not use Confidential Information in any way directly or indirectly detrimental to [REDACTED] or any other member or any user of the Services.

(c) All Confidential Information remains the sole and exclusive property of the respective disclosing party. You acknowledge and agree that nothing in the Membership Agreement or your participation in or use of the Services, will be construed as granting any

[REDACTED]

rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of [REDACTED] or any member or any user of the Services. Notwithstanding the foregoing, you hereby waive any and all claims against [REDACTED] for any exposure or use of your Confidential Information.

(d) You agree that this Membership Agreement, and any documentation or correspondence related thereto (including in the context of any dispute) is Confidential Information.

9. Our Reserved Rights. [REDACTED] may enter the Premises at any time for any purpose. [REDACTED] may suspend or discontinue any portion of the Services for any reason at any time, however, [REDACTED] will attempt to notify its members verbally or electronically in advance of such suspension or discontinuance, except in the case of routine maintenance or emergency. [REDACTED] may modify or reduce the furnishings in the Premises at any time.

10. Waiver and Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, [REDACTED] PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR LACK OF NEGLIGENCE. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES AND THE PREMISES, REMAINS WITH YOU AND YOU HEREBY WAIVE ALL RIGHTS OF RECOVERY FOR ANY LOSS RELATED TO YOUR ACCESS TO, PARTICIPATION IN OR USE OF THE SERVICES, INCLUDING IN THE CASE SUCH LOSSES ARE THE RESULT OF [REDACTED] NEGLIGENCE.

11. Exclusion of Incidental, Consequential and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL [REDACTED] OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS ("[REDACTED] AFFILIATES"), JOINTLY AND INDIVIDUALLY BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN OR USE THE SERVICES OR THE PREMISES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS MEMBERSHIP AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF [REDACTED] AND EVEN IF [REDACTED] HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Limitation of Liability and Remedies. THE ENTIRETY OF YOUR RIGHTS UNDER THIS MEMBERSHIP AGREEMENT ARE ENFORCEABLE ONLY AGAINST [REDACTED], AND YOU HEREBY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHTS OF RECOVERY WHICH YOU MAY HAVE AGAINST ANY [REDACTED] AFFILIATE. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE

[REDACTED]

AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF [REDACTED] OR [REDACTED] UNDER ANY PROVISION OF THIS MEMBERSHIP AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU UP TO A MAXIMUM OF THE TOTAL FEES PAID BETWEEN THE DATE YOU STARTED USING THE SERVICES AND THE DATE ON WHICH THE CLAIM ARISES.

13. Termination.

(a) [REDACTED] may immediately terminate this Membership Agreement: (i) upon breach of this Membership Agreement by the Member; (ii) upon termination, expiration or material loss of our rights in the Premises; (iii) if any outstanding fees are late; (iv) if you fail to comply with the terms and conditions of the Membership Agreement or any other policies or instructions provided by us; or (v) at any other time, when we, in our reasonable discretion, see fit to do so; should [REDACTED] terminate membership the member(s) will have 72 hours to retrieve all of their office and personal items from the location.

(b) Upon termination of the Membership Agreement, you agree to immediately remove any and all of your personal property from the Premises. Any property left behind is forfeited and may be destroyed. You will remain liable after termination for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Membership Agreement.

(c) Upon expiration of this Agreement, Member shall be required to give a minimum of 30 days' written notice to [REDACTED] prior to cancellation of Membership.

14. Non-Disparagement. You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding [REDACTED], or any of [REDACTED] managers, members, officers, advisors, employees, personnel, agents, policies, services or products, other than to comply with a court order or applicable law.

15. Release and Indemnity. You release, and hereby agree to indemnify, defend and save harmless [REDACTED] and [REDACTED] Affiliates, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' and consultants' fees and costs), judgments, fines and penalties based upon or arising out of your negligent actions, errors, omissions, willful misconduct and/or fraud in connection with the breach of this Membership Agreement by you or by your or your guests' participation in or use of the Services. You further agree that in the event that you bring a claim or lawsuit in violation of this Membership Agreement, you shall be liable for any attorneys' fees and costs incurred by [REDACTED] and [REDACTED] in connection with the defense of such claim or lawsuit.

16. Media and Virtual Reality License. In connection with the Services, [REDACTED] may provide you access to filming and virtual reality equipment, including, but not limited to cameras, camera mounts, lighting equipment, and backdrops. You agree that you will (and will cause your Authorized Users to) use and operate the equipment only in a careful and proper manner, within the allotted room in the Premises, in compliance with all laws,

[REDACTED]

ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any. Any use of such equipment must be scheduled in advance with [REDACTED]. You represent and warrant that you will have obtained all rights, permission and licenses necessary for the production of any content using the equipment. You assume all risks of loss or damage to the equipment during your use of such equipment from any cause, and agree to return it to [REDACTED] in the condition received. All damage to the equipment must be paid for within 5 days of notice from [REDACTED]. [REDACTED] may automatically charge the costs of any damage to the licensee's card on file. [REDACTED] shall have the option of requiring you to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of [REDACTED]. The provisions of this Section 15 are in addition to, and do not replace, any additional indemnification obligations of Member hereunder.

17. Insurance. [REDACTED] carries liability and business personal property insurance. However, you are strongly encouraged to carry an insurance policy to cover your equipment and personal property while using the Premises. You waive any right of subrogation and right of recovery or cause of action for any damage or theft, destruction, or loss of property, or any injury including death to the extent the same is insured against under any insurance policy which you may have.

18. Internet Policy. [REDACTED] makes no representations whatsoever as to the security of the internet, wired or wireless telecommunications systems, or hosting services provided as part of the Services, or of any data or communications system or any information that you send through or place on it, and you have no expectation of privacy with respect to such systems. [REDACTED] is not responsible for any loss of data, information, business, goodwill or otherwise as a result of such interruptions. You are responsible to protect your own computers, devices and data, information, business and goodwill from damage or interference, including but not limited to viruses or malware. You agree to abide by the terms of [REDACTED] Internet and Privacy Policy (the "Internet Policy"), available at [REDACTED] or upon request. [REDACTED] may amend or change the terms of the Internet Policy at any time.

If [REDACTED] suspects you have violated the Internet Policy, [REDACTED] will investigate and may institute legal action, immediately deactivate Services to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators, and you agree to reasonably cooperate with [REDACTED] in all such actions. You agree to indemnify [REDACTED] for any damages to the [REDACTED] infrastructure or business caused by your violation of the Internet Policy.

19. Privacy Policy. We may collect, process and/or use personal data about you in a variety of ways, including personal data that may be provided by you upon execution of this Agreement or during your or the Members' membership, and information that may be gathered from our security cameras located on the premises. We may collect, process, use, store and transfer personal data in accordance with applicable laws, for various purposes including facilitating the Services, perform accounting and administrative tasks, internal review and audit, compliance with obligations under applicable laws and regulations, to enforce or manage legal claims and otherwise in accordance with the Internet Policy. For the purposes stated above, we may transfer the personal data collected by us and make it available to our personnel,

[REDACTED]

advisors, professionals, subcontractors, independent consultants, external third party services providers and our affiliates.

20. Mediation and Arbitration of Disputes. If a dispute arises between us that we cannot resolve between ourselves, the alternative dispute resolution process of this paragraph will apply. You and we shall maintain confidential the entry into, contents of or result of any alternative dispute resolution, unless required by law.

(a) Mandatory Mediation. You and we agree that any and all disputes, claims or controversies arising out of or relating to the Membership Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to Section 20(b) below. If, for any dispute, claim or controversy to which this Section 20(a) applies, any party (i) commences an action without first attempting to resolve the matter through mediation before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. We will cooperate with one another and with JAMS in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. You and we agree to participate in the mediation in good faith and to share equally in its costs.

(b) Arbitration. Any dispute, claim or controversy arising out of or relating to this Membership Agreement or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of this Membership Agreement to arbitrate, shall be determined by arbitration in the same city where the real property and Membership Agreement exists, before one arbitrator who is (i) a retired judge from the Superior Court of the State where the real property and office location exists, and named County where the real property and Membership Agreement office location exists; or (ii) an attorney with at least ten (10) years of active practice in relevant areas of law. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the arbitration award ("Award") may be entered in any court having jurisdiction. Nothing in this Section 20(b) shall preclude [REDACTED] from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(c) No Class Actions. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. You agree that you will not bring, participate in or instigate any class arbitration, class action, private attorney general action or consolidation with other arbitrations in connection with any matter arising out of or touching on this Membership Agreement, your membership in [REDACTED], or your use of the Premises.

21. Miscellaneous.

(a) Entire Agreement. The Membership Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and therein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.



(b) Severability. In the event that any provision or portion of the Membership Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of the Membership Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

(c) Waivers. No waiver of any provision of this Membership Agreement shall be binding on [REDACTED] unless executed in writing by an authorized representative of [REDACTED].

(d) Successors and Assigns. The Membership Agreement shall be binding on your heirs, legal representatives, successors and assigns.

(e) Notice. All notices, requests, demands or other communications for which the Membership Agreement provides shall be in writing and shall be addressed at the following addresses: (1) if to [REDACTED] Attn: Director of Operations (2) If to you: at the address you provided in the Membership Agreement. All notices under the Membership Agreement shall be effective: (a) forty-eight (48) hours after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; (b) upon delivery, if delivered in person to the address set forth above; or (c) upon delivery, if sent by commercial express service, such as Federal Express, except that notices of change of address shall be effective upon receipt.

(f) Attorneys' Fees. If [REDACTED] shall bring any action for any relief against you arising out of the Membership Agreement, including arbitration pursuant to Paragraph 20 above, the non-prevailing party shall pay to the prevailing party a reasonable sum for attorneys' and consultants' fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(g) Survival. Sections 5, 10, 11, 12, 13, 15, 17, 19, 20 and all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement will do so.

(h) Governing Law. The rights and obligations hereunder shall be governed by, and the Membership Agreement shall be construed and enforced in accordance with, the laws of the State where the real property and Membership Agreement exists. Venue for the resolution of any dispute arising out of the Membership Agreement shall be the same city and state of where the office location and real property for the Membership Agreement exists.

Community and Facility Rules

These Community and Facility Rules ("Community Rules") form a part of and are incorporated into the Membership Agreement between you and [REDACTED] and describe the manner in which you must use of the services provided by [REDACTED]. If you have any questions about these Community Rules, please contact general@[REDACTED]. By using the Services, you are agreeing to abide by and be bound by these Community Rules.

[REDACTED]

I. Collaboration, Sharing and Mutual Respect. A major benefit of [REDACTED] membership is access to your fellow members. We absolutely encourage [REDACTED] members to make connections, collaborate on projects, share ideas, provide advice, and generally make great stuff happen. However, members may NOT spend a large part of their time at the Premises directly soliciting other members and this could result in cancellation of your membership were it to continue after you were cautioned. [REDACTED] is fundamentally a place to work. While we want our community to be open, fun, energizing, and collaborative, we also want it to be professional, and the interest thereof, all members, guests and other users of the Services must abide by the following rules and requirements:

1. Every person using [REDACTED] Services must be a paid member. Exceptions are limited to: (a) Day Pass holders; (b) non-members who may use [REDACTED] when they are meeting [REDACTED] members at the Premises for business-related meetings; and (c) non-member attendees of special events in the Premises. Members are accountable for the conduct of their guests. Members must immediately notify [REDACTED] of any additional usage of the Services beyond that designated in their current Membership Agreement. [REDACTED] reserves the right to refuse access to any persons, including Members, that [REDACTED] in good faith judges to be a threat to the safety, reputation, or property of the Premises and its occupants.

2. [REDACTED] key cards can be obtained only from [REDACTED], at your cost, and are NOT transferable. You are not authorized to copy or to give or "loan" your key card to anyone else for any reason. [REDACTED] may cancel your membership if we discover that you have violated this rule. [REDACTED] may require deposits for such key cards, which deposits will not be held in an interest-bearing account.

3. Please keep the kitchen area clean. Please wash, dry, or place in the dishwasher your cups, glasses and dishes. Please take care of your guests' items as well.

4. Please label and date all food and beverages you put in the refrigerator. [REDACTED] reserves the right to throw anything in the refrigerator away that should be thrown out, in our judgment.

5. If you drink the last cup of coffee, please make a new pot as a courtesy to others.

6. Discrimination toward and harassment of others are prohibited in the Premises. [REDACTED] has a zero-tolerance policy for any remarks or behavior that fails to respect the dignity and feelings of any individual in or from the Premises. We recommend that all employees of all [REDACTED] member companies take a class on the problem of workplace harassment.

7. You agree to keep your workspace clean and orderly and to remove all trash, packaging and boxes from your workspace or common space frequently.

8. Your membership in [REDACTED] affords you access to conference rooms and private phone booths. Please note the following regarding conference rooms and phone booths:

[REDACTED]

9. [REDACTED] has a limited number of conference rooms and to ensure that rooms are always available members must book conference rooms prior to use using the scheduling software provided by [REDACTED]. There is no drop-in use of conference rooms. Phone booths are available on a first come first serve basis and have a limit of 30 min per use.

10. You may not re-sell or donate your conference room time to any non-member or to groups having non-members.

11. Please clean up after using a conference room. If you re-arrange the furniture in the conference room, please return it to the original set-up when you're finished. Please erase the white boards after use.

12. If you want to hold an event at a [REDACTED] facility, please talk to the [REDACTED] staff to discuss scheduling, guest policy, insurance requirements, and fees if applicable.

13. [REDACTED] is a 24/7 facility for members. Members are expected to be mindful of security at the Premises and of the safety of others at all times.

14. You are welcome to proudly display your company name on a single, removable sign as long as your signage does not damage walls in the Premises or [REDACTED] or others' property. Your sign may be no larger than one square foot or the equivalent area.

15. You may not use the name of [REDACTED], our phone number or email address, the name of the Building or any picture of the Building in connection with, or in promoting or advertising your business or any endorsement of or testimonial with respect to your business without the prior written consent of [REDACTED]. You may, however, use the address of the Building as the address of your business.

16. In the unlikely event that [REDACTED] waives any Community Rule as to you or any particular member, such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to you or any other member.

II. Rules of the Premises. [REDACTED] leases its space from a landlord, and in order to ensure [REDACTED] continued compliance with its lease, members and guests must abide by the following rules and regulations regarding the Premises.

1. You may not place anything, or allow anything to be placed where it may, in [REDACTED] judgment, appear unsightly from the outside of the building in which the Premises are located ("Building").

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises.

3. You agree to use the Premises so as not to necessitate any unnecessary janitorial labor or services and will throw all waste in appropriate receptacles.

4. You cannot cook in the Premises (excepting use of the coffee maker and microwave) and cannot sleep in or otherwise use the Premises for lodging.

[REDACTED]

5. [REDACTED] facilities are smoke, tobacco, and illegal substance free. You, your employees and invitees may not smoke, vape, chew tobacco or carry lighted cigars or cigarettes EXCEPT in areas reasonably designated by [REDACTED] and allowed by applicable law and government agencies as smoking areas.

6. You may not bring upon, use or keep in the Premises or the Building, any inflammable, combustible or explosive material, or use any method of heating or air conditioning other than that supplied by [REDACTED].

7. Upon the termination of Services, you will deliver to [REDACTED] all keys, key cards, openers and passes for doors and gates which have been furnished to you.

8. You will (and will cause your Authorized Users to) use reasonable efforts to cause all doors and gates to the Premises that you have opened to be closed and securely locked before leaving the Building. You and the other members assume full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.

9. You will cooperate fully with [REDACTED] to assure the most effective operation of the heat and air conditioning system for the Premises, and will refrain from attempting to adjust any controls. You will (and will cause your Authorized Users to) keep corridor doors closed.

10. Except with the prior written consent of [REDACTED], you will not sell or cause to be sold any items or services in the Premises, nor will you carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the Premises for the service or accommodation of occupants of any portion of the Building without written consent of [REDACTED].

11. You will (and will cause your Authorized Users to) not install in, affix to, or bring into the Premises any furniture, fixtures, or equipment. You will (and will cause your Authorized Users to) not place graffiti on or deface the walls, partitions or other surfaces of the Premises or the Building.

12. On Saturdays, Sundays, federally observed holidays and on other days during certain hours for which the Building may be closed after normal business hours, access to the Building or to halls, corridors, elevators, stairwells will be controlled by [REDACTED] through the use of a key card system. This system will verify any and all persons seeking access to the Building through the use of proper identification to determine if they have rights of access to the Premises. [REDACTED] will in no case be liable for damages wherein admission to the Building has not been granted during abnormal hours by reason of your failing to properly identify yourself through the use of a key card, or through the failure of the Building to be unlocked and open for access by you, your employees and general public. Nothing contained herein will obligate [REDACTED] to provide such key card system or to make [REDACTED] liable for any act or omission or failure of such system and the key cards which may be provided.

13. You will (and will cause your Authorized Users to) not change locks or install other locks on doors without the prior written consent of [REDACTED].

[REDACTED]

14. You will (and will cause your Authorized Users to) not damage or inappropriately use any toilet rooms, plumbing or other utilities. You will give prompt notice to [REDACTED] of any accident or damage to or defects in electrical, plumbing, mechanical, telecom, heating, ventilation and air conditioning, or other systems or apparatus known to you so the same may be attended to properly.

15. As a courtesy to Members, [REDACTED] will accept packages on Member's behalf that are delivered in Member's absence to the Premises. Member hereby authorizes [REDACTED] representatives to accept on Member's behalf any packages that are addressed to Member and delivered to the Business Office due to Member's absence, and agrees to hold [REDACTED] and such representatives harmless for signing for receipt of such packages and for any loss of or damage to the packages.

16. You will not make or permit any noise or odors that annoy or interfere with other members or persons having business in the Premises. You will (and will cause your Authorized Users to) not bring anything in or around the Premises or Building that is excessively heavy or that causes excessive vibration in any part of the Building.

17. Neither you nor your Authorized Users will keep animals or birds in the Premises nor bring motorcycles, motor scooters, mopeds, bicycles, scooters, skateboards or other modes of transportation into areas not designated for them.

18. You will not employ any service or contractor for services or work to be performed in the Building, except as approved by [REDACTED].

19. You, your employees and invitees may not go on the roof of the Building.

20. You will (and will cause your Authorized Users to) comply with all safety, fire protection and evacuation regulations established by [REDACTED], the owner of the Building or any applicable government agencies.

III. Parking Rules. [REDACTED] may, in [REDACTED] sole discretion, provide you with access to parking at or near the Premises, which parking access may be revoked at any time. In the event that [REDACTED] provides you with parking at or near the Premises, you agree to abide by the following regulations:

1. Parking areas will be used only for parking by vehicles no longer than full size, passenger automobiles and for no other purpose. No storage of any items including but not limited to trucks, trailers, shipping/storage containers, boxes and pallets will be permitted in either the parking areas or the Common Areas of the project in which the Building is located.

2. You will not permit or allow any vehicles that belong to or are controlled by you or your employees, suppliers, clients, customers, visitors or invitees to be loaded, unloaded, or parked in areas other than those designated by [REDACTED] for such activities.

3. Parking stickers or identification devices will be the property of [REDACTED] and will be returned to [REDACTED] by the member upon termination of the member's Membership Agreement or parking privileges. You will pay such replacement charge as is reasonably established by [REDACTED] for the loss of an identification device.

[REDACTED]

4. [REDACTED] reserves the right to relocate all or a part of parking spaces within the parking area of the Building.

5. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

6. Unless otherwise instructed, every person using the parking area is required to park and lock his/her own vehicle. Neither [REDACTED] nor the owner of the Building will be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

7. The maintenance, washing, waxing or cleaning of vehicles or other modes of transportation in the parking areas or Common Areas is prohibited.

8. You will be responsible for seeing that all of your Authorized Users, employees, agents and invitees comply with this Membership Agreement, and the applicable parking rules, regulations, laws and agreements.

9. The Building owner reserves the right to modify these rules and/or to adopt such other reasonable rules and regulations as it may from time to time deem necessary for the proper operation of the Building and/or the parking area. You agree to abide by all such existing, modified and new rules and regulations.

10. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or will be created hereby.