



Member Agreement

1. Acceptance of Terms

The services WorkAround provides to you, the undersigned, are subject to the following Terms of Use. We reserve the right to update the Terms of Use at any time and will attempt to notify you of any updates within 30 days of their enactment using the contact information provided in the Member Agreement.

2. Description of Services

WorkAround is a shared workspace and may provide to you, the undersigned, membership in its office environment that includes access to certain services such as dedicated desks, office space, internet, conference rooms, business services resources and other amenities (Services) as defined by the membership level selected by you.

3. Use of Services

You acknowledge that you are a participant of WorkAround and are using the Services of your own free will and own risk and that WorkAround has no liability with respect to your access, participation in, use of resources, loss of information or loss of personal property. All Services are provided “As Is” and are not considered a lease of real property nor are a guarantee that said Services will be available at all times. **It is highly recommended that you obtain appropriate insurance for your property and your business liability.** WorkAround is not responsible for any loss, whether personal or business, you may experience while occupying the space. You further represent and warrant that your participation or of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

4. Rules of Engagement

You recognize that you are part of a larger community of individuals all sharing the same space. As such, you agree to and acknowledge the following:

- a. You and your employees, contractors or guests will not use WorkAround or its equipment to conduct any illegal, unethical or damaging activity, including, but not limited to:
 - Harass, threaten, defame, abuse or otherwise violate the legal rights of others;
 - Conduct any contest, pyramid scheme, chain letters, email spamming or other obnoxious activity;
 - Use, upload, make available any files, images, photographs, software or any other material protected by intellectual property laws including items protected by copyright, trademark, patents, trade secret or other property rights of any party unless you own those rights or have received permission to use them from the rightful owner;

- Upload any files that contain viruses, spyware, corrupted files, Trojan horses or any other programs that may damage WorkAround's systems, servers and routers nor any other person's or entities' computers;
 - Download material of an explicit nature (porn) or hack into or otherwise corrupt servers or social media sites of others. Download bit torrent or significantly large files that bog down the routers and servers;
 - Mislead or misrepresent yourself or your services or use services in connection with contests, pyramid schemes, chain letters, junk mail, spamming, or any duplicative or unsolicited messages;
 - Restrict or inhibit any other user from using and enjoying the services.
- b. Treat everyone including members, employees and guests, their personal property, including the property confined within the workspace with respect and consideration. Play nice and share.
 - c. To keep all information you read, overhear and learn while in the space confidential. Confidential information may include, but is not limited to, trade secrets, business ideas, customer data, marketing plans, contracts, financial information, employees, software, sales, operations and business know-how. You also agree that you will not use any confidential information for your own personal gain nor disclose it to others who might gain from it or use it to harm the owner or others.
 - d. Not disparage WorkAround, its employees, agents, officers, subsidiaries or services nor any other member of WorkAround.
 - e. Keep your work area and any common areas you use, including kitchen, conference rooms, furniture, bathrooms, copier and workroom clean and tidy and any equipment you use in working order.
 - f. Will **NOT** give out your personal key (fob) to anyone for **any reason** to gain access to the space after hours. All persons requesting access afterhours will be required to provide a copy of their driver's license to receive a key fob and pay the applicable fee. You are responsible for ensuring that the space has been secured by securely closing the front door when you leave
 - g. Your guests are welcome to meet with you in the space for free as long as the meeting is business related or they have paid for a day pass. **You must be with your guests while they are in the space at all times. It is especially important after business hours for you to limit access by guests to your office only and not allow them to wander around.** You are fully responsible for all guests and employees in the space. All of your employees are required to conform to all policies and procedures and must be located within your assigned spaces. All guests may be required to sign in at the front desk and wear a guest badge at all times when in the space even if no front desk attendant is present.
 - h. WorkAround is a professional work environment. While we want it to be fun and energetic, we also need to get work done. Sorry no kids, pets, loud phone conversations or lots of craziness.
 - i. **Keep the space clean.** Throw out your trash (we recycle), pick up your copies in the printer, pick up your mail, wipe up the microwave when you spill and most importantly wash your and your guest's dishes by placing them in the dishwasher or drying rack after you wash them. If you rearrange furniture, put it back the way you found it.

5. Application Fee and Background Check

As a shared space, trust is absolutely essential. We believe it is important that we conduct due care in accepting new members into the space and will conduct a review of the background of our members. We reserve the right to conduct a review of you, your business and your employees and/or contractors who are members of WorkAround and may reject your membership for any reason. WorkAround will not discriminate on the basis of age, race, disability, gender, religion or sexual orientation. You will be charged a **one-time non-refundable fee of \$75 for the first member and \$50 for each additional member** to conduct a review and onboard you and your team.

6. Payments

Membership payments will be made in advance via electronic processing using ACH or credit card. Credit card payments will incur a 3% fee. Your account will be charged at the beginning of each month as determined by the date of this agreement. We reserve the right to choose specific days and dates for payment, but will never process a payment prior to the first of each month. If your membership begins in the middle of the month, you will be charged a pro-rated amount for your first month, however no proration is available at the end of the term.

7. Alterations

We want you to be comfortable and excited to be a part of our community and welcome you to decorate your personal space. You may hang art (no nails), bring in furniture or otherwise move things around. In some cases, we may be able to accommodate requests for additional furniture, swap or take some out; however, all requests must be approved in advance and you must be prepared to move the furniture yourself. You may not make any other alterations including, but not limited to, construction, painting, removals or other items that may damage walls, carpet or the space in any way.

8. Termination

WorkAround reserves the right to terminate any Service at any time; however, we will make every effort to notify you at least 30 days in advance of any such change. Pricing, payment plans and membership levels are also subject to change with a 60-day notice for current paid members effective at the end of your term. You may terminate your membership as follows:

Office Space – **Requires a 6-month commitment and a deposit of one month paid membership at time of signature.** Your membership will automatically renew for an additional 6 months at the then current membership rate unless you terminate within 30 days of the end of your 6-month term. At the end of the first 6 months, you may elect to extend your membership on a month-to-month basis at a 25% premium (i.e. current price is \$650 you would pay \$812.50 each month). A 30-day notice is also required on month-to-month leases.

Dedicated Personal Workspace – **Requires a 6-month commitment and a deposit of one month's paid membership at time of signature.** Your membership will automatically renew for an additional 6 months at the then current membership rate unless you terminate within 30 days of the end of your 6 month term. At the end of the first 6 months, you may elect to extend your membership on a month-to-month basis at a 25% premium (i.e. current price is \$325 you would pay \$406.25 each month). A 30-day notice is also required on month-to-month leases.

Full-time and part-time memberships – Membership is month-to month and will automatically renew each month unless you terminate within 30 days of the end of each month.

On the last day of your agreement, all personal items must be removed from offices, cubicles, storage or any other areas of the space. If you do not remove your items at the time of termination, you will be charged an additional month of membership dues and your deposit may be at risk. Items that remain in any area after termination will be held for 30 days and then be donated or otherwise removed. Special arrangements may be made at time of termination request for extended use.

9. Deposits

Funds will be returned within 30 days of your termination as long all invoices are paid-in-full, items have been returned and space is in the same condition as when you moved in. This includes removal of all items, attachments or other items. You should schedule a check-out time to ensure that everything is in order and there are no surprises.

10. Indemnification

You release, and hereby agree to indemnify, defend and hold harmless, WorkAround and its owners, subsidiaries, members, vendors, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in and use of the Services. You further agree that you shall be liable for any attorney's fees and costs incurred by WorkAround or its respective officers and agents in connection with the defense of any such claim.

11. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, WorkAround provides the services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

12. Severability

In the event that any provision of portion of this T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

I hereby acknowledge that I have read and understood all the terms and conditions contained in this agreement and agree to be bound by it regarding my participation in and use of the Services. Further, I have the authority to execute this agreement.