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Coworking Space Agreement

Effective Date: _____

Your membership (the "Membership"), use of our coworking space (the "Coworking Space"), use of this website (the "Website"), and provision of services on this Website or related to the Coworking Space (the "Membership Services"), provided by _____ (hereinafter referred to as "Provider"), are subject to this Coworking Space Agreement (hereinafter the "Agreement"), all parts and sub-parts of which are specifically incorporated by reference here.

This Agreement forms a legally binding agreement between you, the Member, and us, the Provider, and governs your access to and use of the Coworking Space, the Website, and the Membership Services.

BY ACCESSING OR USING ANY OF THE MEMBERSHIP SERVICES AND BY SIGNING THIS AGREEMENT YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE MEMBERSHIP SERVICES, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE MEMBERSHIP SERVICES.

MEMBER INFORMATION:

Member Legal Name: _____

Member Address:

_____

Member Email: _____

Member Phone Number: _____

Article 1 - DEFINITIONS:

The parties referred to in this Agreement shall be defined as follows:

a) Provider, we, us: We are the organization providing use of the Coworking Space to you, as well as your Membership. We may offer additional Membership Services to you depending on where you are located. We'll be referred to as Provider, we, or us. If we use pronouns to describe ourselves, they will include our and ours, as well as other first-person pronouns. These terms will apply to us as well as all of our employees.

b) You, the Client, the Member: You are the Client utilizing the above-mentioned Membership Services. You'll be referred to as you, the Client, or the Member. If we use pronouns to refer to you, we'll use your and yours.

c) Parties: Collectively, the parties to this Agreement (us and you) will be referred to as Parties.

d) Coworking Space: The Coworking Space is the communal working space we make available, located at the following address:

_____

Article 2 - MEMBERSHIP SERVICES:

The Membership Services will generally refer to the following services we offer:

- Access to the Coworking Space. The Coworking Space is available at the following days and times:

  _____

- Maintenance and upkeep of the Coworking Space

- Use of certain equipment, workstations, furnishings, or office supplies in the Coworking Space, as will be described to you upon your first visit

- Use of basic amenities at the Coworking Space, such as air conditioning,

heating, electricity, perhaps including shared kitchen space and shared kitchen appliances

- Access to and use of the Website, which may be subject to any additional legal terms posted thereon

- The ability to sign up for additional services through the Website

- Use of Internet service at the Coworking Space

The Membership Services may vary and certain Membership Services may be subject to additional fees. Certain Membership Services may also be subject to additional legal terms and conditions, which will be provided to you when you decide to use that Membership Service. The Membership Services do not include any services offered by third-parties.

Article 3 - MEMBERSHIP LEVELS:

We offer different Membership Levels at different costs. They are as follows:

_____

Article 4 - DAMAGES:

If you or any of your guests damage any property at the Coworking Space, you will be held liable, including charges incurred to repair or replace property or items.

Article 5 - STORAGE:

You are not permitted to store items of personal property at the Coworking Space. We are not liable or any loss of or damage to items left at the Coworking Space. If there are personal items left at the Coworking Space, we may dispose of them. You wave any claims you may have regarding any personal items.

Article 6 - THIRD-PARTY ACTIONS:

Please be advised that we are not responsible for the actions of other Members or their guests. We assume no responsibility or obligation regarding any disputes which may

take place between our Members or guests.

Article 7 - NO EXPECTATION OF PRIVACY:

You acknowledge and agree that you may not have any expectation of privacy when you are using the internet and telecommunications systems at our Coworking Space. We may monitor your activities to keep our networks and spaces safe.

Article 8 - AMENDMENTS:

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to do so, including revising anything contained herein. All modifications to this Agreement are in full force and effect immediately upon posting on the Website. All modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

You agree to routinely monitor this Agreement on the Website to note modifications or variations. We might also change the scope of the Membership Services. If we do so, and you are unhappy with the new offerings, please feel free to contact us.

Article 9 - AGE RESTRICTIONS:

You must be at least 18 (eighteen) years of age to sign up for a Membership. We assume no responsibility or liability for any misrepresentation of your age.

When you sign up for a Membership, you may be asked to provide government-issued identification to verify your age.

Article 10 - CREDENTIALS:

As part of your Membership Services, you may be required to set up specific access information for the Coworking Space, such as a username and password. You may also receive an access device, like an electronic access pass. You are responsible for

ensuring the safety and security of your access information or device. You must not share the access information or device with any third party. If you discover that the access information or device has been compromised, you agree that you will notify us immediately.

Article 11 - AUTHORIZED USERS:

A company may become a Member and have authorized users. If you are a company Member, you must inform us of the name of your company as well as the authorized users of the Membership Services. We are not responsible for any unauthorized access to your company account.

Article 12 - FEES:

As a Member, you will be paying weekly installments of $2 (two US dollars) ("Fees").

The Fees shall be payable in advance on Monday of each week.

Fees shall be made via the following methods:

_____

We will be available at the following address:

_____

The first full Fee under this Agreement shall be due on _____. No holidays, special events, or weekends will excuse your obligation to pay timely Fees as described by this Agreement.

The following additional fees may apply:

_____

Article 13 - SECURITY DEPOSIT:

At the time of the signing of this Agreement, you will pay, in trust, a security deposit of $2 (two US dollars) to be held for any unpaid Fees, upon the expiration or termination of this Agreement or in case of your default.

Article 14 - ACCEPTABLE USE:

You may be provided an additional list of rules upon your registration. If so, the rules you are provided as well as the rules below apply to your Membership.

You are not to damage the business reputation or physical property of the Provider. You may not act in any way which presents danger or disruption to other Members, guests, employees, agents, or animals at the Coworking Space.

You will not harass, abuse, or threaten others or otherwise violate any person's legal rights.

You will not violate any intellectual property rights of the Provider or any third party.

You will not use the Coworking Space to run any public-facing business where members of the public are expected to come to you. You will not use the Coworking Space to upload or otherwise disseminate any computer viruses or other software that may damage the property of another.

You will not use the Coworking Space to perpetrate any fraud.

You will not publish or distribute any obscene or defamatory material or any material that incites violence, hate, or discrimination towards any group at the Coworking Space.

You will not unlawfully gather information about others, including photographing or videotaping others without their consent.

Article 15 - INTELLECTUAL PROPERTY:

You agree that all of our copyrights, trademarks, trade secrets, patents, and other intellectual property belong solely and exclusively to us ("Company IP"). You agree that we own all right, title and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from us.

Article 16 - TERM:

The term of this Agreement ("term") shall begin from the Effective Date and run for a

period of one week.

The Term will automatically renew for the same time period, unless terminated by either of the Parties as described in the Article describing Termination.

Article 17 - TERMINATION:

At least 30 (thirty) days prior to the expiration of the Term, either Party may terminate by sending written notice to the other Party.

This Agreement may also be terminated if:

a) the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

b) the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

c) the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

If the Agreement is terminated, you agree to pay us all Fees incurred prior to the date of termination, regardless of which party terminated or why. You are only excused from paying Fees if we cease service.

Any termination under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement that is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 18 - INDEMNIFICATION:

You agree to defend and indemnify us and any of our affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Coworking Space or Membership Services, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select our own legal counsel and may participate in our

own defense, if so desired.

Article 19 -

Article 20 - SEVERABILITY:

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such a condition, the remainder of this Agreement shall continue in full force.

Article 21 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by us will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 22 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county: _____.

Article 23 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 24 - ASSIGNMENT:

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, by assigned, sold, leased or otherwise transferred by us, our rights and liabilities will bind and inure to any assignees, administrators, successors, and executors.

Article 25 - NO WAIVER:

In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

Article 26 - NO AGENCY, PARTNERSHIP OR JOINT VENTURE:

No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

Article 27 - FORCE MAJEURE:

We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Article 28 - ELECTRONIC COMMUNICATIONS PERMITTED:

Electronic communications are permitted to both Parties under this Agreement, including email or fax. For any questions or concerns, please email us at the following address: _____.

EXECUTION:

Member: _____

Signature: _____

Provider: _____

Representative Name: _____

Representative Title: _____

Representative Signature: _____