

CO-WORKING MEMBERSHIP AGREEMENT

I. THE PARTIES. This Co-Working Space Agreement (“Agreement”) made this _____, 20____ is by and between:

Community: _____ (“The Lab”), AND

Member: _____ (“Member”). The Lab and Member shall be referred to as the “Parties” and agree as follows:

II. CO-WORKING MEMBERSHIP. Under this Agreement, The Lab agrees to offer the following first floor space to the Member for co-working use:

150 Dexter Avenue, First Floor
Montgomery, Alabama 36104

Hereinafter known as the “Premises”.

III. TERM. This Agreement shall start on _____, 20____ and continue on a Month-to-Month Basis. This Agreement shall continue until either of the Parties gives notice of at least ____ days from the next payment date.

IV. SERVICES. The Member shall be provided with the following as part of this Agreement: (check all that apply)

- Conference Room(s). The Member shall be given access to any Conference Room(s): (check one)

- At any time on a first come, first serve basis.

- For ____ hours per week month and must be scheduled with at least ____ hours’ notice. If the Member should request additional hours, it shall be at the rate of \$____/hour.

- Coffee and Refreshments. The Member shall have access to coffee and other refreshments as designated by The Lab. Coffee and Refreshments availability may change from time-to-time.

- Internet Access. The Lab shall provide premium internet access to the Member by supplying a Wi-Fi Username and Password following the execution of this Agreement.

- Printing & Copying. If the Member should request to have any documents printed or copied. The Lab reserves the right to limit the number of documents.

- Workstations. Use of any of the workstations or meeting areas located within the Premises on a first come, first serve basis during regular business hours.

Being a Member of the Premises grants the privilege and use in common with other Members on the Premises. Memberships are nontransferable nor shall they be shared. The Member understands the use of the Premises is determined by each Member's agreement with The Lab. In no way does the term "co-working" or any other term in this Agreement suggest that the rights of any Member is equal to another.

V. BUSINESS HOURS. The business hours of the Premises shall be the following:

Start Time: _____ AM PM

End Time: _____ AM PM

During such hours, the Member agrees to keep their noise level so as not to interfere with or annoy the other Members on the Premises. It is required that the common areas be meant to initializing a phone call with any conversations lasting for more than thirty (30) seconds to be handled away from the other Members.

VI. SET_UP FEE. The Member, as part of this Agreement and separate from the first payment to The Lab, shall be required to pay a non-refundable Membership Set-Up Fee in the amount of \$25.00 ("Set-Up").

If any payment is made with a physical check and is returned for any reason, the Member shall be charged the amount of \$35.00 for every instance this should occur.

VII. RATE. The Lab agrees to allow the Member to occupy the Premises in exchange for a monthly Rate. The Member shall be charged \$99.00/month for the use of the Premises.

VIII. LATE PAYMENT FEES. If any payment or charges due by the Member to The Lab are not made within 7 calendar days, The Lab shall terminate member's access.

IX. PETS. The Premises has the following pet-policy:

Pets Not Allowed. Pets are not allowed on the Premises at any time during the term of this Agreement except for those legally allowed under State and/or Federal law for individuals with disabilities.

X. OTHER FEES. The Member shall be obligated to, in addition to the Rate mentioned in Section IV, the following fees and payments: _____

_____.

XI. OPERATING STANDARDS. In accordance with this Agreement, and all other co-working space agreements on the Premises, the Member and the Members of the Premises agree to the following:

No individual or business may conduct any activity within the Premises that, in the sole judgment of The Lab, create excessive traffic or be inappropriate to the other Members' co-working experience.

No individual or business may advertise or have identifying signs or notices that are inscribed, painted, or affixed on any part of the Premises without the express written consent of The Lab.

All Members of the Premises shall keep clean any common areas after use. This includes, but is not limited to, conference rooms, call areas, coffee and snack areas, visual equipment, and any other space that may be used by another Member.

All Members are prohibited from smoking in any area of the Premises; and

All Members are to operate in a way that is courteous with all other individuals.

The Lab reserves the right to make other reasonable rules and regulations from time to time to promote a good co-working environment amongst the Members.

XII. WAIVER. The Lab shall not be liable for any interruption or error in the performance of the services offered under this Agreement. The Member waives all liability against The Lab for any claims arising from such disruption of services, specifically, any telecommunication utilities on the Premises. Furthermore, any loss, damage, expense, or injuries to persons or the Member's property arising out of mistakes, omissions, interruptions, delays, errors, or defects in any transmission occurring while furnishing telecommunications services provided are not caused by the willful acts of The Lab, as well as any claim for business interruption and for consequential damage.

Both Parties hereby agree to defend, indemnify and hold harmless from and against any and all claims, damages, injury, loss and expenses to or of any portion or property resulting from the acts or negligence of their agents, employees, invitees, and/or licensees while on the Premises.

XIII. DEFAULT. The Member shall be considered in default if they should violate any portion of this Agreement. If the Member is found to be in violation of this Agreement, The Lab shall give notice that the violation must be corrected within forty-eight (48) hours or else this Agreement shall be terminated immediately.

XIV. NOTICES. All notices shall be remitted to The Lab on Dexter's mailing address located in Section II of this Agreement.

XV. TIME IS OF THE ESSENCE. Time is of the essence as to the performance by the Member and all covenants, terms and provisions of this Agreement.

XVI. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XVII. INDEMNIFICATION. The Lab shall not be liable for any damage or injury to the Member, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Member agrees to hold The Lab harmless from any claims or damages unless caused solely by The Lab's negligence. It is recommended that renter's insurance be purchased at the Member's expense.

XVIII. GOVERNING LAW. This Agreement is to be governed under the laws located in the State of Alabama where the Premises are located.

XIX. ADDITIONAL TERMS AND CONDITIONS. _____

XX. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Lab and Member agree to the terms and conditions and shall be bound until the end of the Membership Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the undersigned dates written below.

The Lab's Signature _____ **Date:** _____

Print Name: _____

Member's Signature _____ **Date:** _____

Print Name: _____