

**Coworking Membership Agreement**

**Your Personal Info.**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Industry: \_\_\_\_\_

Job Title: \_\_\_\_\_

(Optional. Please initial below):

\_\_\_\_\_ It is OK for Methink to publish my name, industry, title, and website on its member directory. Sensitive information, such as phone number and email, will be kept private.

**References:**

1. Name: \_\_\_\_\_

Relation: \_\_\_\_\_

Phone #: \_\_\_\_\_

2. Name: \_\_\_\_\_

Relation: \_\_\_\_\_

Phone #: \_\_\_\_\_

## What You Get.

Here are some of the features and benefits of your Methink Coworking membership:

All memberships come with:

- Access to high-speed wireless internet
- Access to all common areas
- Free admission to Methink related events

Full-Time Membership Package (\$300/month):

- Dedicated desk & chair for your exclusive use
- Full access to the office during normal business hours (key provided)

## How to Pay Us.

- Make checks payable to "Patrick Cheung"
- Monthly membership payment is made in advance, prior to joining.
- Membership payments are due on the first business day of each month.
- We reserve the right to charge late fees and/or withhold services if payments are not received on time.

## Security Deposit.

- Security deposit is 1 month's membership fees.
- To get full refund on the security deposit, you must:
  - Not be responsible for any vandalism, theft, damage, etc
  - Return all keys to the building
  - Cleaned the office of all your personal belongings
  - Give one month notice prior to terminating your membership
- If ALL the above is observed, the security deposit is paid back within 30 days after the last day of the membership.

## Terms of Use.

### 1. Acceptance of Terms.

The services Methink provides to you, the undersigned (hereinafter, "Member") are subject to the following Terms of Use ("TOU").

Methink reserves the right to update the TOU at any time without notice to you. All updates to the "TOU" will be posted on [www.officeandcompany.com](http://www.officeandcompany.com) website.

### 2. Description of Services.

Methink may provide Members with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services listed above or offered in the future (collectively, "Services"). The Services are at all times subject to the TOU.

### 3. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You will not use the Services in any manner that could damage, disable, overburden, or impair any Methink property, technology, furniture, or equipment. You may not attempt to gain unauthorized access to any Services, accounts, computer systems or networks connected to any Methink server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use 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. Office Rules.

You agree that when participating in or using the Services, you will abide by the following office rules, or else risk termination of your membership:

- a. Quiet Enjoyment – All members and guests have the right to quiet enjoyment and any behaviour that breaches this will not be condoned.
- b. Open Environment – This is an open office shared by many different peoples and organisations. Anything said should be expected to be heard by others if you like it or not.
- c. Respect Property and Assets – All members and guests are to respect the common space and leave it as you find it. Members will be held solely and financially responsible for damage done to the property, assets, furniture, or equipment of Methink and that of other Members of Methink.

- d. Cleanliness – It's your space...keep it clean & tidy. Personal belongings should stay within the confines of each Member's desk area.
- e. Zero Theft Tolerance – Methink upholds a Zero Theft Tolerance policy for its Members and Guests. Any incidence of theft of Methink assets, or assets of its Members, will lead to prosecution to the fullest extent of the law.
- d. No Pets – The building owner does not allow pets in the building. This is a lease condition which Methink has no control over.
- e. Guests – Any guest must be accompanied by a member at all times. A guest must be listed in the Guest Register before using any of the amenities. The inviting member will be responsible for their guest's actions at all times.
- f. Guest Register – This must be completed by the hosting members. It is required to record the guest's details and ensure they have understood the AUP and other requirements such as health and safety.
- g. Business Hours – Members are to respect the current normal business hours of the office. Normal business hours are posted on the officeandcompany.com website. Normal business hours may change at any time. The office is closed on all major holidays & Sundays. Special arrangements can be accommodated on an "as-needed" basis.

## 5. Use of Services.

You agree that when participating in or using the Services, you will not:

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited message (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Methink servers;
- d. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Harvest or otherwise collect information about others, including email addresses, without

the authorization or consent of the disclosing party;

- i. Violate any applicable laws or regulations; and
- j. Create a false identity for the purpose of misleading others.

#### **6. Methink reserves the right at all times to disclose any information about you**

Your participation in and use of the Services as Methink deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Methink's sole discretion.

#### **7. Confidentiality**

- a. You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Methink or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Methink, any analyses, compilations, studies or other documents prepared by Methink or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

- b. Your participation in and/or use of the Services obligates you to
  - i. maintain all Confidential Information in strict confidence;
  - ii. not to disclose Confidential Information to any third parties;
  - iii. not to use the Confidential Information in any way directly or indirectly detrimental to Methink or any participant or user of the Services.
- c. All Confidential Information remains the sole and exclusive property of Methink or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any 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 Methink or any participant or user of the Services.

#### **8. Participation In or Use of Services.**

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that Methink does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation

or use.

**9. Disclaimer of Warranties.**

To the maximum extent permitted by applicable law, Methink 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.

**10. Exclusion of Incidental, Consequential and Certain Other Damages.**

To the maximum extent permitted by applicable law, in no event shall Methink or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Methink, and even if Methink has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

**11. Limitation of Liability and Remedies.**

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Methink or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 9 and 10 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

**12. Termination.**

Methink reserves the right to terminate any Service at any time. Methink further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

**13. 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 Methink, or any of Methink's officers, directors, members, employees, personnel, agents, policies, services or products, other than to comply with law.

**14. Indemnification.**

You release, and hereby agree to indemnify, defend and save harmless Methink and Methink's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, 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 or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by Methink or its respective officers and agents in connection with the defense of such claim or lawsuit.

**15. Severability.**

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

**16. Personal Property**

All Members and guests are completely responsible for their personal or business belongings, equipment, assets, data, and property. Methink will in no way be held liable for damaged, lost, or stolen assets of the members. Members leaving their personal and business assets at the Methink premises do so completely at their own risk and expense.

**17. Insurance.**

As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your personal or business assets while it is being used and stored on the Methink premises. Methink's insurance policy does not cover the personal and business assets of the members and guests.

**I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.**

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_