



COWORKING SPACE MEMBERSHIP AGREEMENT

Member:		Designated Suite(s):	
Monthly Rate:		Start Date:	
Furnished:		Term of Months:	

This CoWorking Space Membership Agreement (“Membership Agreement”) is made and entered into as of the date set forth below, by and between Butler’s Crossing Business Center d/b/a 1120 CoWork (“1120 CoWork” or “Us”) and the Member as identified above (“Member” or “You”).

1. **Workspace:** Subject to the terms set forth in this Membership Agreement and the Workplace Rules attached hereto, the Member shall have a license to utilize the offices within the 1120 CoWork building located at 1120 Mars Hill Road Watkinsville, Georgia (“Facility”) according to Exhibit “A” attached hereto.
2. **Additional Services.** 1120 CoWork will provide the following additional services to Member:
 - a. Access to breakroom;
 - b. Shared access to a conference room, as available, on a first-come first-served basis, during regular business hours (9 o’clock a.m. to 5 o’clock p.m.), subject to rules established by 1120 CoWork;
 - c. Wireless internet access, which shall be subject to the terms and conditions set forth herein;
 - d. Printing capability (subject to per-page charges); and
 - e. Reasonable Parking for Members and Limited Guests, as available, on a first-come first-served basis.
3. **Membership Fee:** The monthly membership fee as set forth above shall be paid to 1120 CoWork on or before the 1st day of each month. The Membership Fee shall be subject to an annual adjustment of up to 3% per annum as determined by 1120 CoWork effective as of the 1st day of each calendar year.
4. **Payment:** We are continually striving to reduce our environmental impact and support You in doing the same. Therefore, We will send all invoices electronically and You will make payments via an automated method such as Direct Debit or Credit Card, wherever possible. Invoices are due and payable on the due date stated in them. If You do not pay the Membership Fee when due, a late fee of 10% of the Membership Fee will be charged on all overdue balances, plus interest at the rate of 1.5% per month. If You dispute any part of an invoice, You must pay the amount not in dispute by the due date or be subject to late fees. We also reserve the right to withhold services (including for the avoidance of doubt, denying You access to the Facility where applicable) while there are any outstanding fees and/or interest, or You are in breach of this Membership Agreement. There are no refunds of any fees or other amounts paid by You in connection with Membership Fees.

5. **Pay-as-you-use and Additional Services:** Fees for pay-as-you-use services, such as copy charges, etc., plus applicable taxes, are payable monthly in arrears at our standard rates which may change from time to time and are available on request.
6. **Initiation Fee:** In addition to the monthly Membership Fee, each Member shall be required to pay an initiation fee equal to 1/2 of the Membership Fee. Said payment shall be due upon execution of the Membership Agreement.
7. **Fixtures and Furniture:** If selected, your designated Work Space will be furnished with a desk and chair by 1120 CoWork as deemed appropriate in its sole discretion. You agree to reasonably maintain said fixtures and furniture throughout the duration of Your Membership. The Fixtures and Furniture provided by 1120 CoWork shall not be removed from the Facility without exception.
8. **Signage:** Unless otherwise specified herein, You are not authorized to have signage installed on the exterior of the Facility and/or on the monument sign.
9. **Company and Contact Information:** It is Your responsibility to keep the information and key contact information We use to communicate with You up to date via the App or Online Account (or other customer portal as advised to you from time to time). This includes but is not limited to email addresses, phone numbers, and company address.
10. **Workspace Rules:** Member agrees to abide by the Workspace Rules set forth in Exhibit "B", which may be amended from time to time by 1120 CoWork in its sole discretion.
11. **Guests:** Member is permitted to conduct occasional meetings with work-related guests in the reserved conference room (as available) or, for members with a Private Office membership, in Member's office. All guests must be accompanied by Member at all times while at the Business Center. Member agrees to be responsible for any damage caused by Member's guest while at the Business Center.
12. **Access to the Work Space:** To maintain a high level of service, We may need to enter Your designated Workspace and may do so at any time, including and without limitation, in an emergency, for cleaning and inspection or in order to resell the space if You have given notice to terminate. We will always endeavor to respect any of Your reasonable security procedures to protect the confidentiality of Your business.
13. **Taxes:** You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which You are required to pay to any governmental authority (and, at Our request, You will provide to Us evidence of such payment) and (ii) any taxes paid by Us to any governmental authority that are attributable to Your Workspace, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, duties or other documentary taxes and fees.
14. **Termination of Membership by Member:** Your membership will not automatically terminate on the date specified by the Membership Term set forth above. In order to end the Membership on the date specified by the Membership Term, the Member must provide at least 30 days written notice of the intended termination of the Membership to 1120 CoWork. If the Member fails to do so, the Membership will be continued on a month-by-month basis. The Member will remain liable for payment of the Membership Fee in accordance with this Member Agreement.
15. **End of Membership:** When a Membership Agreement ends, You must vacate Your Workspace immediately, leaving it in the same state and condition as it was when You took it. If You leave any property in the Business Center, We may dispose of it at Your cost in any way We choose without owing You any responsibility for it or any proceeds of sale. If You continue to use the Workspace when an agreement has ended, You are responsible for any loss, claim or liability We may incur as a result of Your failure to vacate on time.
16. **Office Restoration:** Upon Your departure or if You choose to relocate to a different space within the Facility, 1120 Workspace will charge a office restoration service fee of \$85.00 per room to cover normal cleaning and any costs incurred to return the Work Space to its original condition and state.

We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear, including the replacement of furnishings.

17. **Exclusion of Incidental, Consequential and Certain Other Damages:** To the maximum extent permitted by applicable law, in no event shall 1120 CoWork or its affiliates, 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 Membership Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of 1120 CoWork, and even if 1120 CoWork has been advised of the possibility of such damages.
18. **Insurance for Personal Property:** 1120 CoWork recommends that you maintain insurance on your personal property utilized and/or stored in the Work Space. 1120 CoWork shall have no liability to you for the loss, theft, or damage of your personal property for any reason whatsoever. You agree not to hold or seek to hold 1120 CoWork or its owners, members, officers, directors, employees, agents, or guests responsible for the loss, theft, or damage of your personal property.
19. **Indemnification:** You agree that if you or your agents or guests directly or indirectly cause property damage, personal injury or death to anything or to any person in the Facility or the grounds outside the Facility, You shall be responsible to pay for such property damage, personal injury or death if and to the extent your insurer does not.
20. **IT Services and Obligations:** Although we have security internet protocols in place and strive to provide seamless internet connectivity, WE DO NOT MAKE ANY REPRESENTATION AND CANNOT GUARANTEE ANY MAINTAINED LEVEL OF CONNECTIVITY TO OUR NETWORK OR TO THE INTERNET, NOR THE LEVEL OF SECURITY OF IT INFORMATION AND DATA THAT YOU PLACE ON IT. You should adopt whatever security measures (such as encryption) You believe are appropriate to Your business. Your sole and exclusive remedy in relation to issues of reduced connectivity which are within Our reasonable control shall be for Us to rectify the issue within a reasonable time following notice from You to Us.
21. **Relationship:** This Membership Agreement shall not vest or confer or be deemed to confer any legal estate in any portion of the Facility to the Member and nothing herein contained shall create or be deemed to create the relationship of Landlord and Tenant between the 1120 CoWork and the Member.
22. **Force Majeure:** 1120 CoWork shall have no liability to you for the unavailability of your designated Work Space or for disruptions of Services due to any causes not within the reasonable control of 1120 CoWork including, without limitation, acts of God, fire, flood, earthquake, explosion, accident, weather, environmental contamination, strikes, lockouts, work stoppage, labor disputes, failure of utilities (including internet or phone service), criminal acts, act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder, public health emergencies, acts of government, its agencies or officers, or any other cause.
23. **Assignment:** This Membership Agreement is personal to You and cannot be transferred to anyone else without prior written consent from 1120 CoWork, unless such transfer is required by law. However, We will not unreasonably withhold our consent to assignment to an affiliate of You provided that You execute our standard form of assignment.
24. **Governing Law/Jurisdiction/Venue:** This Membership Agreement shall be governed, construed, and interpreted pursuant to the Laws of the State of Georgia. 1120 CoWork and Member irrevocably submit to venue and personal jurisdiction for any litigation arising out of or in connection with or to this Membership Agreement to be heard and determined exclusively in the

courts of Oconee County, Georgia. The parties further and unconditionally WAIVE ANY RIGHT TO A JURY TRIAL in any suit or proceeding arising under or relating to this Membership Agreement.

25. **Severability:** If any portion of any provision of this Membership Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Membership Agreement nor the application of the remainder of the provision to all persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
26. **Binding Effect:** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
27. **Construction:** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of 1120 CoWork or the Member.
28. **Non-Waiver:** No indulgence, waiver, election, or non-election by 1120 CoWork under this Membership Agreement shall affect Member's duties and liabilities hereunder.
29. **Modification:** The parties hereby agree that this document contains the entire agreement between the parties and this Membership Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.
30. **Electronic Signatures:** Pursuant to O.C.G.A. §10-12-7, this Membership Agreement may be executed and delivered by electronic transmission. For purposes of this Membership Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.
31. **Additional Provisions:**
 - a. Member shall be permitted exterior signage as provided on Exhibit "C".
 - b. _____

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals or caused this instrument to be executed through authorized officials in their name, in duplicate, the day and year shown below, but intending that this Membership Agreement be effective as of the date first written above.

Company: BUTLER'S CROSSING BUSINESS CENTER, LLC d/b/a 1120 CoWork

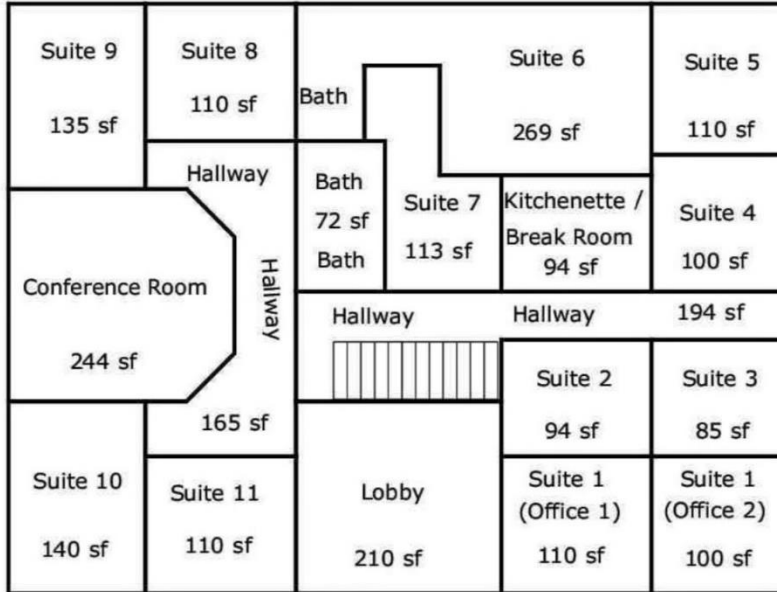
By: Wesley Wilson, President (signed) Date: _____

Member: _____

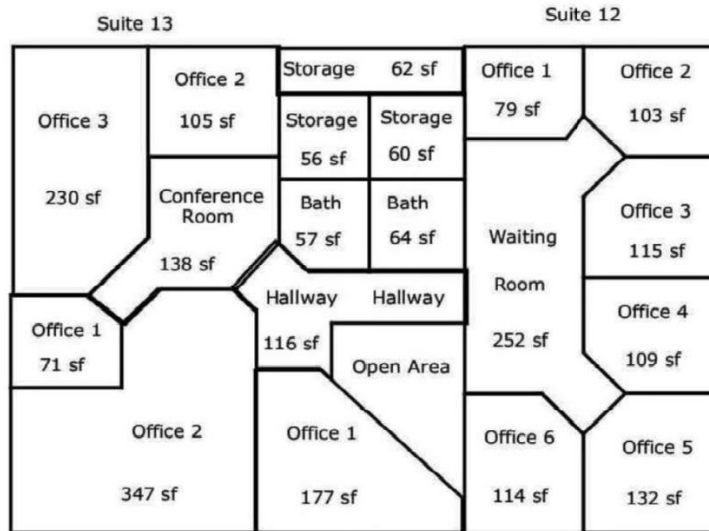
By: _____ (signed) Date: _____

Exhibit "A"

Office Layout – 1120 CoWork



First Floor



Suite 14

Second Floor

Exhibit “B”

Workplace Rules – 1120 CoWork

1. **Respect and Responsibility:** You shall, at all times, respect, protect, and refrain from endangering, injuring, interfering with, or invading the personal space, personal property, and privacy of all others at 1120 CoWork, including but not limited to staff, members, guests, service providers, and others.
2. **Prohibited activities:** You agree not to engage in any of the prohibited activities listed below. Engaging in any such prohibited activities may result in the termination of your license to use and occupy your Work Space, and to enter the Facility, and may also subject you to legal action for monetary damages and/or injunctive relief.
 - a. Engage in any illegal activity in or around the Facility including, but not limited to drug use, illegal online activity, downloading or using trademarked or copyrighted material without permission, identity theft, defaming or harassing others.
 - b. Engage in any activity that in 1120 CoWork’s sole discretion, does, or is likely to, damage, deface or impair the functioning of the Facility including, but not limited to, overburdening or impairing any computer servers or networks servicing the Facility, the outside grounds of the Facility, and the Facility’s fixture, fittings, décor and furnishings.
 - c. Engage in any activity that is abusive to anyone or may interfere with 1120 CoWork’s owners, officers, directors, managers, employees, contractors, guests, agents, or other tenants, licensees or occupants of the Facility.
 - d. Do or permit to be done anything which will invalidate or increase the cost of insurance coverage at the Facility.
 - e. Use, allow or permit the Facility to be used for any improper or objectionable purposes.
 - f. Cause, maintain or permit any nuisance in or about the Facility.
 - g. Compromise the Facility, its contents and outside grounds with respect to fire, flood, gas, electricity or weather.
 - h. Commit or permit any waste to be committed in the Facility.
 - i. Compromise the security of the Facility and its contents.
 - j. Permit access to and/or use of your Work Space to anyone who is not another authorized Union Works licensee or tenant.
 - k. Use or occupy the Facility in violation of any law, rule, regulation, requirement or ordinance enacted or imposed by any governmental unit having jurisdiction over the Facility.
 - l. Post signs or host events in the Work Space without the prior written consent of 1120 CoWork.
 - m. Permit animals to enter the Facility without prior written approval other than bona fide service animals, which notice of such bona fide service animals shall have been provided in advance in writing to 1120 CoWork.
 - n. 1120 CoWork maintains a smoke-free environment for all of our members, staff, and visitors. To this end, 1120 CoWork has a “no smoking or vaping” policy at the Facility.
 - o. Overload, damage or obstruct any utility lines providing services to the Facility.
 - p. Install any fixtures or equipment which will overload the floors in the premises or in any way affect the structural capacity or design of the Work Space or the Facility.

- q. Engage in any activity which, in the sole discretion of 1120 CoWork, tends to damage or otherwise adversely affect the Services, the Facility, 1120 CoWork's reputation, or the reputation of other Facility occupants, including but not limited to pyramid schemes, creating or distributing spam, or uploading or downloading profane or indecent material.
3. **Wireless Internet Access Terms and Conditions**: Member agrees that Member will use the wireless internet access ("wifi") only for lawful purposes. Member will not use the wifi to: (a) send unsolicited commercial messages; (b) transmit any false, inaccurate or misleading information; (c) be defamatory, obscene, indecent, threatening or harassing; (d) infringe upon any third party's intellectual property rights; (e) access protected data or intercept personal information without authorization; (f) engage in any illegal conduct; or host any file-sharing services.
 4. **Cleanliness**: You agree to keep your Work Space neat and clean and to clean up after yourself if you use common areas of the Facility. Absent other written agreement, 1120 CoWork is not responsible for routine cleaning of your individual Work Space, but that shall be Your responsibility.
 5. **Parking**: Unless otherwise specified herein, no Member is designed an assigned parking space. Each member shall regulate the use of the Facility's parking lot by the Member's guests and employees to comply with parking restrictions imposed by 1120 CoWork. Under no circumstances shall you park a trailer at the Facility. Overnight parking of vehicles at the Facility is not permitted, unless otherwise specified herein.
 6. **Security**: While 1120 CoWork takes reasonable measures to ensure the Facility is a safe and healthy working environment, the Member is responsible for their own safety (and that of the Member's employees and guests) while at the Facility. It is the Member's responsibility to observe safe systems of work and to practice safe behavior, to protect themselves and ensure the safety of others. This includes using the Facility for the purpose it was intended for, and with a reasonable amount of care. You agree to abide by all security measures described in this Workplace Rules or announced by 1120 CoWork from time to time. At no time should security locks be bypassed or left in an open position. External doors should never be propped open while unattended. If You see anything that You consider may create a risk to the health and safety of members, employees or visitors at the Facility, please notify 1120 CoWork immediately.
 7. **Disclosures**: 1120 CoWork reserves the right at all times to disclose any information about you, your participation in and use of the Facility as 1120 CoWork deems necessary to satisfy any applicable law, regulation, legal process or governmental request in the sole discretion of 1120 CoWork.
 8. **Liens**: The Member agrees not to cause or allow any mechanic's lien to be filed against the Facility by reason of any work, labor or services performed by or furnished to the Member, or to anyone claiming rights through or under the Member.
 9. **Termination**: 1120 CoWork reserves the right to terminate any Membership at any time and limit your ability to utilize the Facility immediately and without prior notice if you fail to comply with the terms of the Membership Agreement or the Workplace Rules.

Exhibit “C”

Sign Criteria – 1120 CoWork

During the term of this Membership Agreement and so long as Membership Fees remain current, the Member, at its sole cost and expense, shall be permitted to install signage on the existing monument entrance sign at the Facility. The Member must use the local contractor designated by 1120 CoWork for all signage installation. A blank shall be installed when the Member’s signage is removed. Upon termination of the Membership, 1120 CoWork shall be authorized to have the signage removed at the Member’s expense.

The specific space available to the Member shall be designed by 1120 CoWork. In addition, 1120 CoWork shall have the right to modify the monument sign and/or change the placement location of the Member’s designated signage in its sole discretion.

Prior to ordering, the Member must submit the proposed signage to 1120 CoWork for review and approval in its sole discretion.

The size of the signage allocated to the Member shall be designed by 1120 CoWork based on space availability. However, Member is guaranteed to have space allocated of at least equal to space #1 as shown below.

As contribution towards to the costs of maintaining the monument sign and other costs, the Member shall pay a monthly signage cost of \$100.00 per month as an add-on to the monthly membership rate.

