



Membership Agreement

Acceptance of Agreement: The Services The Wright Village (TWV) provides to you, the undersigned Member, including but not limited to building access, use of office space, access to Internet, and the other Services listed below, are subject to the following Membership Agreement (the Agreement). The most recent Agreement will be posted online and made available upon request. Members will abide by the Agreement, as well as other terms determined by TWV staff, which may be communicated verbally, by email or written notice. TWV reserves the right to add, delete or amend the Agreement at our reasonable discretion without notice to Member. Members continued use (membership) of TWV facilities and services following any changes to the Agreement constitutes your acceptance of such new term(s).

TERMINOLOGY USED IN THIS DOCUMENT

- TWV refers to The Wright Village, its ownership or affiliates.
- Member refers to the undersigned member of The Wright Village.
- Member Organization refers to any business entities associated with Member
- Services refer to the services and amenities provided by The Wright Village.
- Guests are all non-members who are invited into The Wright Village.

COWORKING BEST PRACTICES

The Wright Village is a **shared, collaborative, and open** workspace. In order for everyone to peacefully co-exist, there are some best practices that we should all follow:

- **Be friendly.** Introduce yourself to others. You'll probably find other motivated hard workers like yourself. They can be great resources to bounce ideas off. Many businesses have been formed based on common goals and complementary skills.
- **Be considerate and respectful** of others. When you are finished using something, put it back the way you found it. Push chairs back in, clean off work spaces, and erase white boards. Always keep in mind you are sharing the space with others.
- **Advertise yourself.** If you have a permanent office or desk, put something up with your logo and make sure we showcase you on the website. If you want to share or test your marketing material, bring it to our mixers and share it with the community. The more the community knows what you are about, the more buzz it can create for you. · When it's time for you to focus and do your productive work, the universal sign for "**do not disturb**" is to put on your headphones. If others have headphones on, that's a sign they have serious work to get done.
- **Phone calls** in the open space are fine, just talk at a normal volume and be aware it is an open space with the associated background noise. If you need privacy, are practicing aggressive negotiations or you have to yell at someone, take a walk outside or use the insulated quiet of your car. On the flip side, if you get disturbed easily by someone on a call, a good set of headphones are a must. If you are on the phone a lot using your booming sales voice, a private office is your best membership option.
- **Keep our space clean.** When you leave, another person will most likely sit at that same spot. So please keep it clean and trash your trash. Note that the refrigerator is emptied every Friday.
- We are a community, let us know of suggestions on how we can make The Wright Village better. We're interested in both large and small suggestions from what sodas should be in the soda fountain, to enhancements in the conference room.
- The front desk receptionist is generally available and front doors are open from 9-5pm.
- If you see someone that appears that they shouldn't be in TWV, inform management.

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1. NO UNLAWFUL OR PROHIBITED USE

As a condition of Membership in The Wright Village and use of the Services, Member will not use the Services for any purpose that is unlawful or prohibited in this Agreement. Member may not use the Services in any manner that could damage, disable, overburden, or impair any TWV server, or the network(s) connected to any TWV server, or interfere with any other party’s use and enjoyment of any Services. Member may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any TWV server or to any of the Services, through hacking, password mining or any other means. Member may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

2. ACCEPTABLE USE POLICIES

The undersigned **Member** agrees to abide by the following as well as enforce the following with any guests of member.

- 2.1. Do not 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.
- 2.2. Do not 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 Member owns or controls the rights thereto or have received all necessary consent to do the same;
- 2.3. Do not 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.
- 2.4. Member will not download any file(s) that cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- 2.5. Do not restrict or inhibit any other user from using and enjoying the Services.
- 2.6. Do not violate any guidelines which may be applicable for any particular Service.
- 2.7. Will not harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- 2.8. Will not violate any applicable laws or regulations.
- 2.9. Will not create a false identity for the purpose of misleading others.
- 2.10. Will not allow any guest(s) or such Members to enter the building without registering such guest(s)

according to our policies.

- 2.11. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, any duplicative or unsolicited message (commercial or otherwise);
- 2.12. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 2.13. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through TWV servers;
- 2.14. Perform any activity that is reasonably likely to be disruptive or dangerous to other members, their guests, or their property
- 2.15. Use the Services to conduct or pursue any illegal activities
- 2.16. Use the Services to conduct any activity that is generally regarded as offensive
- 2.17. Attach or affix any items to the walls, install antennas, or telecommunication lines or devices in the office space or bring additional furniture into the office space, in each case without our prior written consent;
- 2.18. Misrepresent himself or herself to the TWV community, either in person or online
- 2.19. Take or copy information belonging to other members or their guests
- 2.20. Use the name "The Wright Village" or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without our prior written consent;
- 2.21. Use the office space in a "retail," "medical," or other nature involving frequent visits by members of the public;

3. SERVICES

Subject to the terms of this Agreement, **TWV** will provide each **Member** services including but not limited to those described below. These services are referred to in this Agreement as the "**Services.**"

3.1. Building Use. Access to the shared or private office space specified in the Membership Details form.

All memberships include use of the break area, meeting rooms and coworking space.

3.1.1. Upon completion of the membership Agreement, member will receive a card key, which will allow access to TWV. DayPass and Guests excluded.

3.1.2. An TWV staff person will be onsite from 9:00am-5:00pm on weekdays

3.1.3. Access to the shared or private office space specified in the Membership Details form.

3.2. TWV Furnishings. TWV provides Members use of furnishing in all areas.

3.2.1. TWV Furnishing provided are the sole property of TWV.

3.2.2. TWV Furnishings may never be removed from TWV.

3.2.3. TWV Furnishings may only be moved upon approval of TWV staff.

3.2.4. Any damage to TWV Furnishings by Member are the sole responsibility of the Member. Member may be liable for the full replacement cost of any items damaged by member.

3.2.5. Any damage to TWV Furnishings by Guests are the sole responsibility of the Member 3.2.6. TWV does not guarantee TWV Furnishings for any particular purpose or usage.

3.3. Member Furnishing and Belongings. Members are encouraged to bring furnishings and belongings if they reserve a dedicated desk, shared or private office.

3.3.1. Member Furnishing and Belongings must be left within reserved space only.

3.3.2. TWV is not responsible in any way for Member Furnishings or Belongings.

3.3.3. Members should safeguard their Furnishings and Belongings.

3.4. Shared Conference/Meeting Rooms: Subject to availability, members are entitled use of all conference rooms during TWV regular business hours on regular business days. Special arrangement must be made with TWV staff

for usage of conference rooms outside of regular business hours.

3.4.1. Members are entitled to a number of meeting room hours per month specified in the Membership Details form.

3.4.2. All monthly memberships include meeting room hours which can be used to reserve available meeting rooms. Hours can be used in any of our meeting rooms that are available. Check membership level for the number of hours included in your membership.

- 3.4.3. Additional reserved time past the included hours is billed at current prevailing rate available.
- 3.4.4. Conference room hours are only valid for the month in which they are allocated. No month to month roll overs or pre-usage of future hours are allowed.
- 3.4.5. DayPass/Guests/Single Day Use members have NO reserved conference room or meeting room hours included in their Membership. Any conference or meeting room usage is billable at the current prevailing rate for non-Members and usable during standard office hours.

3.5. Shared Space: The TWV central area is a shared space.

- 3.5.1. Shared space and common areas can be used by all members.
- 3.5.2. Shared space is the primary work area of Hotdesk members.
- 3.5.3. Shared spaces are to be use by our members and guests on a temporary basis, meaning reserving desks or work areas is not permitted, personal and work items should not be left overnight, and all work areas used by members should be cleaned and items removed when finished working.

3.6. Events in the Shared Space: From time to time, TWV will have events in the Communal Space.

- 3.6.1. The events will almost always be at night.
- 3.6.2. Members are invited to all events.
- 3.6.3. All events will be advertised in advance in the events calendar.
- 3.6.4. If not attending the events, feel free to sit in the kitchenette or any of the other spaces that TWV will open up during the event time.
- 3.6.5. TWV will reconfigure the main area during events by removing the tables and adding more chairs.

3.7. Private Office: Some membership Agreements will contain occupancy of private spaces including private offices.

- 3.7.1. Member acknowledges that office space has a limited capacity. Whether or not additional members are included in Members account, no more than that capacity is permitted to work in Members space at any given time. Office space capacity is listed on the Membership Details form.

3.8. Guests. TWV allows Guests (Visitors) for all members.

- 3.8.1. All non-member Guests are required to possess and display a valid visitor pass at all times.
- 3.8.2. Conference Room usage will include visitor passes up to the standard capacity of the room.
- 3.8.3. All non-member visitors must check in at the front desk and may be required to pay a day use fee for usage of the space that exceeds 1 hour.
- 3.8.4. Members are required to have ALL visitors check in with the front desk prior to usage of the space.

3.9. Mail and Shipment Receiving.

TWV will accept mail and deliveries on behalf of Member or Member Organization during regular business hours on our regular business days.

- 3.9.1. Dedicated desk, cube & private office memberships include unlimited mail reception. TWV will receive letters, sign for packages, and place them in reserved space unless otherwise instructed.
- 3.9.2. Memberships that do not include Mail and Shipment Receiving may add this service with a one time setup fee of \$35.
- 3.9.3. Memberships that do not include Mail and Shipment Receiving are limited to 3 pieces of postal mail per month, unless the above services have been added to their membership. Should these Members receive more than 3 pieces of mail in the month, they will be billed the setup fee detailed above.
- 3.9.4. TWV will keep Member mail until Member is able to pick it up.
- 3.9.5. Following membership cancellation, all mail will be returned to the sender after one week.
- 3.9.6. All mail, packages, or deliveries of any kind received for non-members, day members, half time members or expired members will be returned to the sender.

3.10. Facility Maintenance. Regular maintenance of the office space will be provided by TWV.

- 3.10.1. TWV will be professionally cleaned regularly and as needed.
- 3.10.2. Garbage will be emptied every night
- 3.10.3. TWV will provide heat and air-conditioning in the office space during regular business hours on regular business days.
- 3.10.4. Any maintenance resulting from damage, misuse or mistreatment by a Member will be billed to that Member in their next monthly membership bill at up to the actual cost + 5%.

3.11. Facility Security. TWV provides all monthly Members with card key access.

- 3.11.1. Card key access is available at the main entrance only.
- 3.11.2. All exterior doors are to remain closed at all times until expressly open by TWV staff.

- 3.11.3. Members with Private Offices will access their office using the same card key.
- 3.11.4. TWV is equipped with security cameras throughout the space.
 - 3.11.4.1. For security reasons, TWV may regularly record via video certain areas in the Premises;
- 3.11.5. Members should safeguard TWV property.
- 3.11.6. Members will be liable for replacement fees should any such property be lost, stolen or destroyed.

3.12. Keys and Card Keys:

- 3.12.1. All keys and card keys are the property of TWV and should never be duplicated for any reason.
- 3.12.2. Member may not lend, share or transfer any keys or Card Keys to any third party.
- 3.12.3. A lost card fee of \$20 will be charged for any lost card key.

3.13. Network, Internet and IT Infrastructure. Members are entitled to access and use of the TWV business networking site, and unlimited access to and use of the shared Internet connection.

- 3.13.1. The Wired and Wireless networks are shared infrastructure. Network abuse may result in reduction in Member bandwidth. Repeated abuse may result in termination of Membership.
- 3.13.2. Each Member is responsible for completing and updating their Member profile on the TWV Member portal site.
- 3.13.3. TWV may provide Members with other IT amenities as they become available including but not limited to free storage and backup.
- 3.13.4. TWV does NOT make any warranties or guarantees about security and it's the customer's responsibility to secure their own personal machine with intrusion detection/prevention software (firewall) and antimalware clients.

3.14. Printers/copiers/scanners: Each Member is granted unlimited black and white copies

- 3.14.1. Unlimited copies are granted to each Membership except DayPass/Guest Single Use Memberships.
- 3.14.2. Printing prices are per page based on the printer being used: B&W \$0.10 per page, Color \$0.70 per page

3.15. Member Portal. TWV will provide a Member portal with valuable Member only offers, the Member only event calendar, conference room calendar, Membership billing and billing history and other Member only perks.

- 3.15.1. Opportunity to participate in Member-only events, benefits and promotions.
- 3.15.2. Discounts on TWV event space. See event agreement for details.

3.15.3. Access to TWV Membership program benefits. See site for details.

3.19. Staff on site: TWV staff will be available on-site during regular business hours/days.

- 3.19.1. "Regular business hours" are generally from 9:00 a.m. to 5:00 p.m. with the exception of days prior to U.S. federal holidays, when our regular business hours end at approximately 2:00 p.m.
- 3.19.2. TWV Staff may not always be available during "regular business hours".

4. MEMBERSHIPS

4.1. Types of Membership: TWV Membership can come in many forms from single day passes to multi-month offices. All current TWV Memberships are defined on the www.thewrightvillage.com web site.

4.2. Guest/DayPass/Single Day Use: Guest/DayPass/Single day use members may not be entitled to all of the Services outlined above. Check online or with a Village Manager for details.

4.3. Primary Member. A Primary Member has the sole authority to make changes to or terminate this Agreement. An executive officer of the company has authority to override the request of a Primary Member, provided that TWV receive such request within 24 hours following such Primary Member's request. Executive officer of the company has the authority to remove or replace the current Primary Member. In certain circumstances, the individual designated as the Primary Member may cease to provide services to the company or cease using the office space regularly. Unless TWV receives instructions from an executive officer of the company, TWV will use our reasonable judgment in designating a replacement Primary Member. TWV will be entitled to rely on communications to or from such person as notice from or to the company. TWV is entitled to request reasonable information to confirm that an individual claiming to be an executive officer of the company truly is one.

4.4. Membership Payment and Authorization. Member authorizes TWV to accept payment of all amounts specified in this Agreement solely by credit card or direct withdrawal from Primary Member bank account. If Member pays via credit card, inform TWV promptly of any changes to such credit card and ensure credit card information is updated prior to its expiration date. Changes to payment method will not be accepted in the last fifteen (10) days of the calendar month. If Member pays via direct withdrawal, deliver to TWV a voided check from this account, maintain sufficient money on account to pay fees described in this Agreement and to inform TWV promptly of any changes to this account. Changing your payment method may result in a change in the amount required under this

Agreement to be held as a security deposit. Only a single checking or savings account or credit card account may be used at any given time to make payments under this Agreement. If payment via credit card fails on two occasions, TWV may require you to make payments via direct withdrawal.

4.5. Payment Contact and Account Changes: Member shall promptly notify TWV of any change to Primary Member contact and payment information

4.6. Commitment Fees. Upon submitting a signed and completed Agreement, Member may be obligated to pay a nonrefundable commitment fees to hold certain Memberships prior to their start day, each in the amount indicated on the Membership Details form. Without commitment fees, spaces assigned to Memberships with future start dates cannot be guaranteed. Your commitment fee is your guarantee to hold a space.

4.7. Security Deposits.

4.7.1. On the Membership start date, any pre-paid commitment fee will be applied to security deposits due.

4.7.2. Security deposit are up to \$200.00 depending upon Membership. Hotdesks/DayPass/Guests require no security deposit.

4.7.3. The security deposit is not intended to be a reserve from which fees may be paid. In the event Member owes TWV other fees, they will not be deducted from the security deposit, but must pay them separately. The security deposit amount must remain the same for the duration of the agreement. 4.7.4. Upon termination of Membership, the security deposit may be applied to repairs resulting from any damage caused by Member or any amounts due.

4.7.5. Any balance remaining on the security deposit will be returned to Primary Member no later than thirty (30) days following the termination of this Agreement, subject to the complete satisfaction of your obligations under this Agreement.

4.8. Membership Charges: During the term of this Agreement, TWV will process payment for your Membership fee and other outstanding fees, in advance. The Membership fee covers Memberships for only the number of Members indicated. Additional Memberships will result in an increased Membership fee.

4.9. Billing Schedule:

4.9.1. All Membership invoices will be generated on or about the 15th of the month for the next month's services and delivered to the Primary Member via e-mail. Member should review all charges upon receipt.

4.9.2. TWV will charge or debit Member's accounts 5 days later, on the 20th of the month, for all charges due for the next month and any overages from the previous month.

4.9.3. All payments must be received in full no later than 5 days prior to the last day of the month.

4.9.4. Accounts are considered past due if payment has not been received by end of day on the 20th

4.10. Overage Fees. Membership entitles Members to a certain number pre-paid Services (conference room, printing) as specified on the Membership Details form. Members exceeding allocated amounts will be responsible for paying fees for such overages. The overage fee for conference rooms is \$25 per hour and the overage fee for printing is \$10 or the actual printing charge, whichever is higher. The current fee schedule is always listed online at the Member portal.

4.11. Past Due Payments/Late Payment – Assigned Spaces: Should payment not be received in full after processing on the 20th, TWV reserves the right to release to other Members any spaces that have been allocated at the time of current membership expiration.

4.12. Late Fees. If payment for monthly Membership fee(s) or any other accrued and outstanding fee(s) is not made by the 1st of the month, you will be assessed a late fee of \$25.

4.13. Insufficient Funds Fees. Should Members payment be returned for insufficient funds or invalid credit card information, a charge will be added to the current bill and the total amount due for the current month will be increased by \$35.

4.14. Outstanding Fees. TWV may withhold services or terminate this Agreement if any outstanding fees are due beyond the 1st (first) of every month including but not limited to building and network access. When TWV receives funds from you, TWV will first apply funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of funds received will be applied to current fees due.

4.15. Changes to Fees. Membership fees may be subject to increases during the term of this Agreement. TWV will do it's best to limit Membership Fee changes to once a year. Other service fees are subject to increase from time to time. TWV will notify Members at least thirty (30) days prior to fee increases.

4.16. Refunds: TWV memberships and commitments fees are not refundable once payment is processed. Refunds may be issued for security deposits when there are no services or maintenance that would apply to the deposit and

no additional outstanding fees. Refunds may also be issued when billing errors occur.

4.17. Updating the Member List. You are responsible for maintaining the accuracy of the names of the Members on the Member List included on the Membership Details. If you have any changes to the individuals designated as Members, before such changes take effect, the primary Member must email TWV to the email address specified at the bottom of the cover page to this Agreement. In this email, the primary Member must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of this change. Only those individuals set forth on the Member List will be deemed to be "Members" and entitled to the benefits described in this Agreement. If the number of Members exceeds the number allocated on the Membership Details form, you will be required to pay the additional fee described on the Member List. TWV reserves the right to limit the number of additional Members in connection with this Membership Agreement.

4.18. Notice of changes. TWV will provide notice to Members of any changes to services, fees, or other updates to the email addresses provided. It is your responsibility to read such emails and keep your e-mail address updated with TWV.

5. MEMBERSHIP TERM AND TERMINATION

5.1. Term. This Agreement will be effective once signed by Member. Member will be entitled to the Services and benefits of TWV once payment is made by Member of all deposit and Membership fees. Each Membership will begin on the later of the Start Date specified in the Membership Details Form and the date you request the addition of such individual to the Member List. Each Membership will terminate upon the earlier of the termination of the Agreement, your removal of a Member from the Member List or our notification to you that a Member violated these Terms and Conditions. If the Start Date is a Business Day, the Members will be entitled to move into the office space on the Start Date. If the Start Date is not a Business Day, the Members will be entitled to move into the office space on the first Business Day after the Start Date no earlier than 11 a.m.

5.2. Cancellation Prior to Start Date by You. You may cancel this Agreement prior to the Start Date upon delivery of notice to TWV and may be entitled to a full or partial refund of the commitment fee upon the following terms: (i) if notice of termination is received by TWV more than twenty one (21) days prior to the Start Date, you will be refunded all fees paid by you and received by TWV; and (ii) if notice of termination is received by TWV less than twenty one (21) days from the Start Date, you will be refunded fifty percent (50%) of the commitment fee.

5.3. Office Space Not Timely Available. If TWV are unable to make the office space available by the Start Date, TWV will not be subject to any liability therefore, nor will such failure affect the validity of this Agreement. In this event, you will not be obligated to make payments of the Membership fee until the office space is made available to you. If the office space is not made available to you within fifteen (15) days of the Start Date, you may terminate this Agreement by providing TWV with notice of such termination at any time before the office space is made available to you. If you elect to terminate Membership under this provision, TWV will refund to you all fees paid by you and received by TWV.

5.4. Termination After the Start Date by You. You may terminate this Agreement by delivering to TWV an exit form executed by the Primary Member at least thirty (30) days prior to the termination. You expressly agree that you may specify only the last business day of the calendar month as the termination date and you will not be entitled to pro ration with respect to such last month's Membership fee. For example, if you deliver a 30-day termination notice on March 15, the termination will not be effective until April 30. This paragraph also applies to changes of office space within the Premises initiated by you. On such last business day, you must vacate the office space no later than 4:00 p.m.

5.5. Termination After the Start Date by TWV. TWV may immediately terminate this Agreement: upon breach of this Agreement by you or any Member; upon termination of our rights in the Premises; or at any other time, when TWV, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts and TWV may exercise our rights to collect due payment despite termination of this Agreement.

5.6. Early Termination Fee: For Members who have negotiated terms based on agreements longer than a single month, TWV reserves the right to charge Member an Early Termination Fee up to one month's full Membership fee. Members who inform TWV of the termination of their agreement at least 30 days in advance may not be subject to an Early Termination Fee.

5.7. Removal of Property upon Termination. Prior to the termination of this Agreement, you will remove all of your, the Members', and their guests' property from TWV. After providing you with reasonable notice, TWV will be entitled

to dispose of any property remaining in or on the office space after the termination of this Agreement without any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible to pay any fees reasonably incurred by TWV regarding such removal. Following the termination of this Agreement, TWV will not forward or hold mail or other packages delivered to TWV.

6. OTHER MEMBERS/MEMBER DISPUTES

6.1. TWV does not control and is not responsible for the actions of other Members. If a dispute arises between Members or their invitees or guests, TWV shall have no responsibility or obligation to participate, mediate or indemnify any party. TWV does reserve the right to terminate Membership immediately, without refund, if any Membership dispute becomes disruptive.

6.2. Harassment of any kind will not be tolerated.

7. TECHNOLOGY RELEASE

In order to utilize all the Services offered by TWV, it may be necessary to install or run software on a Member's computer. In addition, from time to time, at a Member's request, TWV or an affiliate may troubleshoot problems a Member may have accessing certain Services such as Printing, Wi-Fi and Storage. Regarding the foregoing, you agree that TWV and our affiliates are not responsible for any damage to any Member's computer system related to such technical support or downloading and installation of any software. TWV does not assume any liability or warranty in the event that any manufacturer warranties are voided and do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

8. INSURANCE

You are responsible to maintain, at your own expense, personal property insurance and commercial general liability insurance covering property loss and damage, injury to the Members and the Members' guests and prevention of or denial of use of or access to, all or part of the Premises in form and amount appropriate to your business. TWV must be named as additional insureds on any such policies of insurance. You shall provide proof of insurance upon our request.

9. ADDITIONAL FEE SCHEDULE

- Mailbox and Receiving fee for non-assigned Members: \$35
- Lost Card Key: \$20
- Additional Print allocations: \$10 increments
- Additional Conference Room Usage: \$25/hour for members, \$35/hour for non-members.
- Insufficient Funds Fee: \$35
- Membership Payment Late Fee: \$25
- Cleaning, Damages and Repairs: Actual Cost + 5%
- Additional members for Private and 2x2 share office: \$50
- Commitment fee 10% of membership for private and shared offices

12. LEGAL DISCLOSURES

12.1. Information Security:

12.1.1. TWV will make its best effort to protect all confidential information regarding Member.

12.1.2. TWV may disclose information about Member as necessary to satisfy any applicable law, regulation, legal process or government request

12.1.3. TWV will not harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.

12.2. Our Reserved Rights: TWV is entitled to access your office space, with or without notice, for maintenance, safety or emergency purposes. During these times, TWV may temporarily move furniture contained in the office space. TWV

reserves the right to move or alter your office space. TWV may modify or reduce the list of Services at any time with prior notice. The Services may be provided by TWV, an affiliate or a third party.

12.3. Class Action Waiver: Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor TWV will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

12.4. Waiver of Claims: To the extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests and invitees, waive any and all claims and rights against TWV, TWV affiliates, 3rd parties hired by TWV, other Members, assignees, officers and directors resulting from injury or damage to, or destruction, theft, or loss of property or person.

12.5. Indemnification: You will indemnify TWV and our affiliates from and against any and all claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach of this Agreement by you or the Members or their guests or their actions or omissions. If any such claim, action, or proceeding is brought against TWV or our affiliates, you will, at your expense, upon written notice from TWV, defend such action or proceeding by counsel approved by. You are responsible for the actions of and all damages caused by all persons and pets that you, the Members or their guests invite to enter the building. You may be liable for Repair and Replacement fees of the actual cost of the damage + 5%.

12.6. Limitation of Liability: The aggregate monetary liability of TWV or our affiliates to you, the Members, or their guests for any reason and for all causes of action, will not exceed the total Membership fees paid by you to TWV under this Agreement. TWV will not be liable under any cause of action, for any indirect, special, incidental, consequential, or punitive damages, including loss of profits or business interruption. You may not commence any action, or proceeding against TWV, whether in contract, tort, or otherwise unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

12.7. Legal to enter into Agreement: 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 Membership Agreement 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.

12.8. Acceptance of Agreement: The Services The Wright Village (TWV) provides to you, the undersigned Member, including but not limited to building access, use of office space, access to Internet, and the other Services listed below, are subject to the following Membership Agreement (the Agreement). The most recent Agreement will be posted online and made available upon request. Members will abide by the Agreement, as well as other terms determined by TWV staff, which may be communicated verbally, by email or written notice. TWV reserves the right to add, delete or amend the Agreement at our reasonable discretion without notice to Member. Members continued use (membership) of TWV facilities and services following any changes to the Agreement constitutes your acceptance of such new term(s).

13. ACCEPTANCE OF AGREEMENT

Member Name (Print): _____ Title _____

Member Name (Sign): _____ Date Signed: __/__/__

The Wright Village (Sign): _____ Title: _____

The Wright Village (Print): _____ Date Signed: __/__/__

APPENDIX A –MEMBERSHIP DETAILS

PRIMARY MEMBER DETAILS

First Name

Last Name

Company Name

Primary E-mail

Address 1

City

State

Zip

Contact Phone

Start Date

End Date

MEMBERSHIP DETAILS

Item	Description	Mem Qty	Price	Extension

*** Membership Monthly Billing Amount:

COMMITMENT FEE – Required to hold any Shared, Private Office or Assigned Desk

SECURITY DEPOSIT DUE IN FULL ON START DATE

Total Due This Month Amount

ADDITIONAL MEMBERS ON THIS ORGANIZATION

Name

E-Mail