

**HOLY CITY COLLECTIVE DAY-PASS AGREEMENT**  
**142 Sportsman's Island, Unit C**  
**Daniel Island, SC 29492**

Holy City Collective Members,

At The Holy City Collective ("The HCC"), we strive to make the community the best place for every member or guest. To make this possible, we ask that you read this entire contract, understand it thoroughly, and follow our very simple, ethical, and common standards.

The HCC is not just your everyday office, where you come in, sit alone, and go home. The HCC is a community-based work and meeting space, driven by a desire to serve Charleston and beyond as a non-profit initiative. At The HCC, collaboration and innovation are two very important aspects, and they are what keep our culture alive. Please understand that as you work here, you represent not only your company, but The HCC as well.

**Terms of Use**

**Acceptance of Terms:** The services The HCC (a subsidiary of The Mission Collective, Inc.) provides to you, the undersigned (including but not limited to use of workspace and access to Internet), are subject to the following Terms of Use ("TOU"). This day-pass agreement is not a lease.

**Description of Services:** The HCC may provide you with access to workspace, meeting space, conference space, Internet access, office equipment, knowledge resources, and other services as The HCC may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

**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 may not use the Services in any manner that could damage, disable, overburden, or impair any HCC server, or the network(s) connected to any HCC server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any HCC 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.

**Collaboration:** Please understand that while working at The HCC, collaboration is one of our keys to success, and it can be yours as well. We highly encourage the collaboration of our members in the space and the community outside. However, The HCC is not a place to "sell your service". During normal work hours, please respect the work of others.

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**Meeting Space:** The HCC is more than just community-based workspace; it is also a citycentric meeting space for various charities and other purposes. The HCC will be hosting various events in our space that may be open to both the public and our members. Day-pass access will be unavailable during these events.

**Innovation:** Within The HCC comes innovation. If you use the space to its true maximum, innovation should come quite easily.

**Respect:** The HCC members must be highly respectful of their other HCC members/guests. We are a professional workspace, where many companies are developing private and secure work. In order to keep the culture trustworthy, we ask that if you see someone's monitor, white/black board drawings, or copies to keep it to yourself, and erase it from you memory. Moreover, you are welcome to use your phone at your table. However, be mindful of your volume for the sake of those around you. As a community-based workspace, we ask that you follow the simple golden rule.

**Food:** Please eat only dry foods inside The HCC and use our outdoor decks and outdoor café bar for the consumption of all other food items. If you are unsure of the best protocol, please ask the curator on duty.

**Internet Usage:** No spamming, posting, or downloading of any files, software, programs, etc., that you know, or should know are illegal and/or inappropriate. Any use of hacking or misuse of ones computer within The HCC's workspace will not be tolerated and will be found in termination of membership or day-pass access.

**Liability:** Every member is liable for his or her own belongings, actions, and materials, whether a physical product or computer based software. Should any action cause damage to The HCC, that member or day-pass user would be held liable for the repair. If anything happens such as your computer gets hacked, blog goes down, or someone steals from you, The Holy City Collective will not be held responsible.

**Background Check:** As part of the application process, The HCC may perform a background check on applicants for membership or day-pass users.

**Guests:** While HCC monthly members are allowed to have up to two individual guests per day, this is not available to day-pass users.

**The Holy City Collective Name:** The HCC owns rights to its name, logo, slogan, and all other property relating to The HCC. The use of this name and property of The HCC without permission will result in legal actions taken be The HCC.

**Payments:** Day-pass guests agree to pay their fee upon arrival.

**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 The HCC does not have

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any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

**Conference rooms:** Conference rooms are only available by contacting Wes Roberts at wroberts@holycitycollective.org or 843-276-8936. Any cancellations of a conference room must be made at least 48 hours in advance of the meeting. Any reservation cancelled within 48 hours will be charged at the full rate of the conference room rental.

- We ask that you check in with the Curator before accessing the conference room.
- We ask that you respect your allotted time, as there may often be meetings scheduled after your meeting. If you go over the allotted time, the Curator will ask you to wrap up your meeting. Please respect other people's conference room meetings.
- Please note that it may sometimes be possible to extend use of the room if your meeting runs longer than expected. Please check in with the Curator to make sure the conference room is not booked for someone else.
- Conference room rates are per hour; partial hours are charged as a full hour.

**Disclaimer of Warranties:** To the maximum extent permitted by applicable law, The HCC 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.

**Exclusion of Incidental, Consequential and Certain Other Damages:** To the maximum extent permitted by applicable law, in no event shall The HCC and its parent organization, The Mission Collective, Inc., 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 The HCC, and even if The HCC 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.

**Indemnification:** You release, and hereby agree to indemnify, defend and save harmless The HCC and its parent organization, The Mission Collective, Inc., 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

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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 The HCC or its respective officers and agents in connection with the defense of such claim or lawsuit.

**Insurance:** The HCC will carry Liability and Business Personal Property Insurance. As a user, it is suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of The HCC.

**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.

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

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, or any duplicative or unsolicited message (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through The HCC Internet access;
- 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
- 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
- Upload files that contain viruses, Trojan Horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- Restrict or inhibit any other user from using and enjoying the Services;
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- Violate any applicable laws or regulations; and create a false identity for the purpose of misleading others.

**Guests:** I.If Only HCC Monthly Members can have free guests for up to an hour. Any guests of Day-Pass users must also pay for a Day-Pass. **There are also no children under the age of 18 permitted at the HCC.**

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**Termination:** The HCC reserves the right to terminate any member or day-pass guests at any time with or without notice.

**Day-Pass Amenities**

Pricing — \$20/day

Hours — 7:30 am to 5:30 pm

Days — Monday thru Friday

Amenities Include:

- 4,000 square feet of common space
- Two exterior decks, including a common cafe bar
- Flexible seating and table arrangements allowing for varying degrees of privacy, cross-pollinating and huddling
- High speed fiber wifi
- Bottomless coffee
- Wireless printing (limit of 10 pages per day)
- Free parking

If you desire to reserve a conference room or inquire about our event space, please contact Wes Roberts at [wroberts@holycitycollective.org](mailto:wroberts@holycitycollective.org) or 843-276-8936.

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**PLEASE PROVIDE THE FOLLOWING CONTACT INFORMATION**

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

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

Company Name: \_\_\_\_\_

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

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

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

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

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

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

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

Is it ok to potentially publish your name, title, company, website and focus on the The HCC website and within our marketing? \_\_\_\_\_ Yes \_\_\_\_\_ No

How did you hear about The HCC?

By signing this agreement I certify that I have read and will abide by the

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The HCC Signature: \_\_\_\_\_

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