
THE OFFICE @ COLLEGE HILL



A Shared Workspace and Office Hub

THE OFFICE @ COLLEGE HILL

1305 Hardeman Avenue
Suite 200
Macon, Georgia 31201

MEMBERSHIP APPLICATION AND AGREEMENT

SUMMARY

The Office @ College Hill, located at 1305 Hardeman Ave, Suite 200, Macon, Georgia 31201, is a shared workspace and office hub. The purpose of the space is to provide an environment for professionals to conduct business, network and meet with clients and other professionals. Members of The Office @ College Hill are provided 24-hour access to the self-contained office space and gated parking. Included on site are various shared workstations, high-speed internet, conference rooms, a videoconferencing room, private phone booths, private secured offices, kitchenette with refreshments, half baths, bath with shower, mail boxes, lockers, and copy/print scan station.

MEMBERSHIP RULES

The following Membership Rules (the "Rules") are applicable to each Member who are in good-standing during the active term of their membership, unless otherwise provided:

1. **MEMBERSHIP FEES:** Each Member must pay their membership fee, usage and overage charges as they are obligated to do so under this Agreement. The 1st month's membership fee is due at the time of the acceptance of their application by the Manager and is due on the first of each month thereafter.
 2. **TERM:** If a member selects Option 1, then the term of their Membership will be for thirty (30) days from the effective date of this Agreement (indicated by a dated signature by the Manager or a representative of the Manager), renewing automatically each month unless sooner terminated as provided herein. Alternatively, if the Member selects Option 2, 3 or 4, then the term of their Private Space Membership will be six (6) months from the effective date of this Agreement (indicated by the signature of the Manager or a representative of the Manager), renewing automatically each six (6) months unless sooner terminated as provided herein.
 3. **UNDERWRITING:** The Manager may require applicants to submit to credit and/or background checks. If requested, the applicant will submit and pay for the cost of such checks by a vendor suitable to the Manager. The Manager may also require an in-person interview prior to accepting an applicant to The Office @ College Hill and reserves the right to refuse membership based on any and all of this underwriting material at its sole discretion.
 4. **ACCESS:** Each Member will be provided with a key to access The Office @ College Hill , twenty-four (24) hours a day, seven (7) days a week, subject to closures for maintenance, repairs or any other closures
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determined necessary by the Manager. Those Members who select Option 2, 3 or 4 will be given access to the fitness center located at the Lofts at College Hill.

5. **INCLUSIONS:** Members will be provided with temperature-controlled, first-come, first-served workspaces, including high speed, wireless internet access.
 6. **PURPOSE:** The Office @ College Hill is a professional environment and is to be used solely for professional business purposes and activities. Members are not to engage in any personal activities while at The Office @ College Hill, including but not limited to, social engagements, sleeping or cooking.
 7. **COURTESY AND COOPERATION:** The Office @ College Hill is a shared workspace. This will require that each Member is courteous, kind, mindful and respectful of other Members. The Office @ College Hill is a space for Members to use and enjoy with the cooperation and commitment of all to encourage a positive workspace. To ensure a positive work environment, the Manager has the right to review and determine if the behavior of a Member is discourteous and/or uncooperative. If this is the case, the Manager will discuss the matter with the Member who is not contributing to the positive work environment. If discourteous, unprofessional or disruptive behavior continues, then the Manager has the right to discontinue the membership and require the Member to vacate The Office @ College Hill.
 8. **CITIZENSHIP:** Each Member will exercise stewardship while at The Office @ College Hill and will avoid unnecessary waste, recycle used items, and conserve energy by turning off lights and leaving the thermostat to run automatically.
 9. **TRUTHFULNESS:** The Office @ College Hill will operate on the honor system for some amenities. Each Member agrees to track and truthfully report the materials they use while at The Office @ College Hill. It is vital that all Members be honest about the materials they use so that these amenities can continue to be offered as part of the membership.
 10. **MATERIALS:** All office supplies are to remain at The Office @ College Hill. The supplies are to be used on the premises and are not to be borrowed, rented or taken.
 11. **FINANCIAL RESPONSIBILITY:** If a Member's automated payment is declined, the Manager will promptly notify that Member to make the payment by alternate means, and such payment must be made by the Member within ten (10) days of being made aware. Repeated failures of automatic payments will result in termination of a Member's membership.
 12. **ACCOUNTABILITY:** Each Member shall be accountable for their actions while at The Office @ College Hill. This also includes the actions of any and all guests that they invite to the space. If the Member or their guest causes harm or damage to the space, furnishings, its Members, or the personal property of its Members, the responsible Member must promptly report the harm or damage, and pay for any and all expenses to remedy the harm or damage.
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13. **PROFESSIONALISM:** The Members are prohibited from conducting any unsavory business practices. For example, the Members must refrain from engaging in any of the following activities or practices;

- a. Pyramid schemes, chain letters, junk mail/email, spamming;
- b. Defaming, abusing, harassing or threatening others;
- c. Interrupting other Members who are working or using private offices or conference facilities;
- d. Aggressively promoting the Member's business to other Members or their guests;
- e. Depriving their fellow Members of opportunities for their ventures, including but not limited to, stealing information, leads, clients or infringing on intellectual property; and,
- f. Viewing, posting, distributing or promoting inappropriate, profane, indecent, defamatory, or pornographic materials or information.

14. **PRIVACY:** By its very definition, a shared workspace does not provide complete privacy. Instead, the Members must practice elective privacy. It is the responsibility of each Member to secure their own privacy and that of their customers, vendors, and guests. Each Member agrees to keep whatever information they inadvertently obtain from their fellow Members private, and never to share, reproduce, or use information that belongs to others, even verbally, or exploit overheard information for gain or to the detriment of another Member. The provision shall survive the termination of a Member's membership to The Office @ College Hill.

15. **NOISE:** Each Member must keep noise to a minimum. For example, each Member must use headphones for any music and never play amplified music or use speakerphone for telephone calls. Each Member is to use their own office (if applicable) or the phone booths for any and all telephone calls when possible.

16. **PETS:** No Member may bring pets to The Office @College Hill.

17. **SQUATTING:** No Member may leave their materials at a shared workspace more than one (1) hour. No Member may occupy more workspace than is absolutely necessary so that other Members may use the workspace. If a Member needs to keep supplies at The Office @ College Hill, there are lockers available upon request.

18. **CONFERENCE ROOMS:** Conference room space is available by reservation only. This reservation must be made 24 hours in advance of the desired date and time. Reservations are taken as a first come, first served basis. To make reservations for conference room space, Members must sign up using the online management software system provided by the Manager. The reservation is not transferable. If a Member decides they no longer need the conference room at their reserved time then they will need to notify the Manager as soon as possible. By the conclusion of the reservation time, the Member must clean up the conference room space that was used and return all furniture to its original location.

19. **INSURANCE:** The Manager does not provide any insurance coverage for any materials that Members bring into or leave at The Office @ College Hill. The Manager, Mercer Lofts IV, Sierra Development Group , Live at

Lofts, officers, members, employees, staff, agents, successors and assigns, shall be held harmless from all liability for the theft, loss, or damage to any materials a Member brings into or leaves at The Office @ College Hill.

Members are advised to obtain appropriate insurance coverage to adequately cover their personal possessions and liabilities.

20. **SAFETY:** Members must keep The Office @ College Hill clean and safe. All Members must refrain from doing anything that endangers themselves or anyone else at The Office @ College Hill. As such, Members are to refrain from bringing or using any flammable, corrosive, explosive, unstable, or otherwise hazardous materials into or around The Office @ College Hill. The Office @ College Hill is a tobacco free, smoke free property. Members must practice good hygiene and keep themselves and their workspace clean and sanitary. Additionally, Members must leave any area and any business equipment they use clean and neat. If a Member sees anything that needs repair or presents a safety hazard to the Members, the Member must immediately report this to the Manager.

21. **CLEANLINESS:** Members must immediately wash any dishes they use while at The Office @ College Hill. Further, any items that a Member places in the refrigerator must be clearly marked with their name and the date. the refrigerator will be cleaned out EVERY Friday. All items will be thrown out that are not marked clearly.

22. **FOOD AND DRINK:** If a Member consumes any food or drink while at The Office @ College Hill, they do so at their own discretion and risk. The Manager, Sierra Development Group, Live at Lofts, and their respective directors, officers, members, employees, staff, agents, successors, and agents, shall have no liability for illness, injury, damage or accidents.

23. **LEGAL:** No Member may use The Office @ College Hill for any purpose that is unlawful, illegal, prohibited by federal, state, or local law, statute, regulation or ordinance, or otherwise undesired. No Member may damage, disable, or impair the work or property of the other Members. No Member may attempt to access or access any properties or systems that do not belong to them.

24. **TERMINATION:** A Member's membership to The Office @ College Hill may be terminated prior to the expiration of the "TERM" in section 2 above as follows:

- a. Termination of Private Office Membership by Member. A Member may terminate their Private Office Membership by giving thirty (30) days' written notice to the Manager; provided, however that the Member will be responsible for all membership and overage charges through the conclusion of the membership period.
- b. Termination by The Office @ College Hill. If the Member violates the Rules of The Office @ College Hill, in the Manager's sole and complete determination, the Manager may terminate that Member's membership without prior notice and without a refund of prepaid membership fees,

25. **NOT A LEASE:** Membership to The Office @ College Hill is a service providing use of space and is not a lease of real property.

26. **DISCLAIMERS:** The Manager, Mercer Lofts IV, Sierra Development Group and Live at Lofts disclaim all warranties and conditions, whether express, implied, or statutory, including but not limited to merchantability or

fitness for a particular purpose or use. The entire risk of the quality of a Member's participation in or use of The Office @ College Hill remains with the Member.

27. **DISCLOSURE:** The Manager may disclose information about the Members and/or their participation in The Office @ College Hill as the Manager deems necessary to satisfy any applicable law, regulation, legal process, or governmental entity's request. Further, the Manager may publish, in its sole discretion, information about the Members and/or their businesses, including but not limited to their names, company names, industries, titles and URL's. The Manager has the right to take photographs at The Office @ College Hill in which the Members and/or their property are featured and use these photographs at the Manager's sole discretion.

28. **INDEMNITY:** Each Member shall release, and hereby agrees to indemnify, defend and hold harmless, the Manager, Mercer Lofts IV, Sierra Development Group, Live at Lofts, and their respective directors, officers, members, employees, staff, agents, representatives, successors and assigns, jointly and severally, from and against any and all claims, liabilities, losses, damages, costs, expenses, judgements, fines and penalties based upon or arising out of the Member's participation in or use of The Office @ College Hill. In the event a Member brings a frivolous claim or lawsuit in violation of the Agreement, the Member shall be liable for any attorneys' fees and costs incurred by the Manager, Mercer Lofts IV Sierra Development Group, Live at Lofts, and their respective directors, officers, members, employees, staff and agents, successors, and assigns in connection with the defense of such claim or lawsuit.

29. **CONTACT:** All formal contact with the Manager regarding The Office @ College Hill will be made to the Manager by email or by way of Sierra Development Group, 401 Cherry St. Suite 600, Macon, Georgia 31201 or as otherwise directed by the Manager.

30. **INTERPRETATION AND ENFORCEMENT:** The Manager has the ultimate right to interpret and enforce these Rules, and the Members agree to be bound by any consequence established by the Manager for violating these Rules.

31. **CHANGES:** The Manager reserves the right to make changes to any and all Rules at any time. If possible, the Manager will allow a preview period before changes to the Rules go into effect, but the Manager reserves the right to change any and all Rules without such notice.

32. **AUTHORITY:** By signing the Agreement, you represent that you have the authority to do so and are not violating any agreement you have with another party. You also agree that membership in The Office @ College Hill does not empower you to make binding representations or agreements on behalf of The Office @ College Hill, the Manager, Mercer Lofts IV, Sierra Development Group, Live at Lofts, or their directors, officers, members, employees, staff, agents, successors, or assigns.

THE OFFICE @ COLLEGE HILL

APPLICATION

FIRST NAME

MIDDLE NAME

LAST NAME

COMPANY NAME

WEBSITE

FULL ADDRESS

EMAIL ADDRESS

PHONE #

ALTERNATE #

SOCIAL MEDIA SITES (FACEBOOK PAGE, TWITTER HANDLE, INSTAGRAM PROFILE NAME)

EMERGENCY CONTACT INFORMATION:

NAME:

RELATIONSHIP:

PHONE #

MEMBERSHIP LEVEL	FEE	AGREEMENT	SELECTION
OPTION 1 - Shared Workspace	\$100.00 / month	Month to Month	
OPTION 2 - Office 1 (Private space for one)	\$500.00 / month	6 Month Agreement	
OPTION 3 - Office 2 (Private space for two)	\$600.00 (\$300.00 each) / month	6 Month Agreement	
OPTION 4 - Office 3 (Private space for three)	\$850.00 (\$283.30 each) / month	6 Month Agreement	

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APPLICANT'S NAME: _____ **MEMBERSHIP LEVEL:** _____

PAYMENT:

Name on card: _____

Card type: Master Card _____ VISA _____ American Express _____

Card Number: _____

Expiration Date _____ CVV _____

I hereby agree to the Membership Rules outlined in this Agreement and apply for the membership level specified above. If accepted, I authorize The Office @ College Hill to charge my credit card, listed above, for my membership fee and any additional usage or overage charges each month, beginning as of the acceptance of my membership by the Manager and ending upon the expiration or termination of the term as provided in this Agreement. Additionally, I authorize The Office @ College Hill to charge my credit card for the cost of repairing any damage caused by my guests, or me, intentionally or by negligence.

MEMBER:

Signature: _____

Date: _____

MANAGER:

Signature: _____

Date: _____