

## CO-WORKING MEMBERSHIP AGREEMENT

### 1. General

In consideration for the mutual benefits exchanged by Live Work Play, LLC dba Mtn. Annex project space (the "Company") and the undersigned ("You", the "Member", collectively the "Parties"), the Parties hereby agree, warrant, consent and covenant to the following terms, conditions and representations:

### 2. Behavior

The Member agrees to conduct himself or herself according to the policies that the Company implements from time to time regarding personal behavior in the co-working space located at 31 W. Chewuch Road, Winthrop WA 98862 (the "Co-Working Space"). At the Company's sole discretion, your membership at the Co-Working Space may be terminated at any time, without advance notice for behavior that violates any such policies. [See Attached Building Rules]

### 3. Co-Work Membership Details

You are subscribing to the following membership category at the Company's Co-Working Space:

#### Basic:

Monthly      \$ 125 every month

#### Premium:

Monthly      \$ 195 every month

### 4. No Tenancy

The Company provides co-working services on an "as is" basis as a service and not as a lease of real property, and disclaim all warranties and conditions, whether express, implied or statutory, including, but not limited to, merchantability, title, quiet enjoyment, possession, fitness for a particular purpose or use, to the extent permitted by law.

You hereby understand, agree and warrant that you are not a tenant and the Company is not a landlord and there is no tenancy relationship whatsoever as defined in any case law or legislation, rules, or regulations promulgated by the State of Washington or otherwise.

### 5. No Residency

The Co-Working Space is a commercial facility. Using the location or your membership for the purpose of establishing a personal residence is not permitted. You hereby understand, agree and warrant that you are not a residential tenant at the Co-Working Space.

### 6. Termination

You agree not to use the Co-Working Space for any purpose that is unlawful, prohibited, or that could damage, disable or impair the property of the Company or of other members, or prevents other members from enjoying the Co-Working Space, or that would damage the reputation or business of the Company and the Co-Work Space.

You also agree not to use the Co-Working Space in connection with:

- (a) Lottery contests, pyramid schemes, chain letters, junk email, spamming or similar behavior;
- (b) Defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as privacy and publicity) of others;
- (c) Posting, distributing or disseminating inappropriate, profane, defamatory, obscene, indecent, or unlawful material or information;
- (d) Uploading, reproducing, using, performing or otherwise making available, images, software or other material or information which infringes another's rights, or is protected by intellectual property laws where you don't own or license such rights; and

(e) Uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage the computers or property of the Co-Working Space or another member.

## 7. Changes

The rules and policies of the Co-Working Space may change from time to time. We will notify members of material changes.

## 8. Non-Disclosure

In your presence at the Co-Working Space, you may learn of confidential information of the Company or of its members. Such confidential information may include business information, trade secrets, technology, processes, customers and prospects that is intended to be confidential and proprietary. You hereby agree and consent to not disclose information that you obtain that was intended to remain confidential.

## 9. Repairs and Maintenance

The Company shall maintain the Co-Working Space in good repair and working order. If you notice any problems requiring repair, please notify the Company and it shall be remedied promptly.

## 10. Liability

You hereby waive and hold harmless the Company, its members, officers, directors, shareholders, contractors and employees (the "Releasees") from any claims, liability, actions, or suits with respect to any damages, injuries or losses you suffer to your person or property, whatsoever, including as a result of negligence or gross negligence on the part of the Releasees, including but not limited to any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for lost 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 loss) arising out of or in any way related to the Company's services or otherwise.

## 11. General

This agreement may not be assigned without the prior written consent of the Company. The laws of the State of Washington shall govern the terms of this agreement any disputes between the Parties. The Parties hereby attorn to the courts in the County of Okanogan. In the event that a provision in this agreement is determined to be invalid or unenforceable, the remaining provisions of this agreement shall be unaffected and shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

Member Name: [CUSTOMER'S NAME] Member Company: [CUSTOMER'S COMPANY NAME]
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### MEMBER:

By: \_\_\_\_\_

Its: \_\_\_\_\_

### COMPANY:

By: \_\_\_\_\_

Its: \_\_\_\_\_