

CoBe Workspaces Drop-In Membership Agreement

This Membership Agreement (the "Agreement") is between CoBe Workspaces ("CoBe Workspaces") and the following member ("Member"):

Name of Business (if applicable):

Individual Member's Name:

Address:

E-mail address:

Phone:

This Agreement governs the non-exclusive use of a portion of that certain real estate commonly known 100 Hawthorn St. Colonial Beach, VA 22443, occupied by CoBe Workspaces (the "Premises") and the services provided therein. Any individual, business, or other entity who registers with CoBe Workspaces as a member or benefits from CoBe Workspaces' services in any way agrees to be bound by this Agreement. This is not a lease and confers no real property rights unto the Member.

The CoBe Workspaces Terms of Service (the "Terms of Service") are attached hereto and/or are available for viewing at The CoBe Workspaces website: CoBeWorkspaces.com (the "Website"). By this reference, the Terms of Service are made a part of this Agreement. CoBe Workspaces may modify its Terms of Service and add Rules and Regulations ("Rules") at any time in its discretion as it deems necessary to protect the interests of CoBe Workspaces or its members. In order to stay informed and updated as to modifications to the Terms of Service and any Rules and Regulations, CoBe Workspaces encourages the Member to periodically review the Website. The member agrees to be bound by all modifications to the Terms of Service. The Member acknowledges that it has read the attached and/or online Terms of Service and agrees to the provisions therein _____ **(initial)**.

Services. CoBe Workspaces offers various services designed to provide professionals with the tools and resources needed to run a successful small business. The services provided by CoBe Workspaces (the "Services") are listed at the Website and/or attached and the limits thereof can be found in the Terms of Service. CoBe Workspaces may change the Services at any time by posting a notice on the Website or by providing notice via e-mail; therefore Member should visit the Website periodically to stay abreast of changes to any service offerings. The Member expressly acknowledges that private events may occur with reasonable frequency after 5pm on weekdays and on weekends that will limit the use of certain common areas on the Premises.

Membership Level and Fees. The Member agrees to the following membership type:

coworking drop in (Drop In- includes: Access to common co-working area; Common access to designated, non-exclusive workspaces on a first-come, first-serve basis).

Signature of Member: _____

Date: _____

Please Print Name and/or Company Name _____

Signature of Authorized CoBe Workspaces Representative:

Georgia Burrell

Terms of Service (hereinafter referred to as the “Terms of Service”)

The Member’s Obligations and Prohibited Activities

The Member agrees to comply with all of the following terms and conditions:

1. At all times when the Member is in or around the building in which the Premises are located (the "Building"), the Member shall display professional and respectful conduct and shall not act in any way that may unreasonably disturb other occupants of the Building.
2. The Member shall act in a professional and responsible manner and shall not act in any way that may unreasonably disturb other Members.
3. The Member shall not possess any illegal drugs or substances while in the Building or the Premises.
4. The Member shall only consume alcohol on the Premises during pre-organized events and in designated areas of the Premises. The Member shall not possess or consume any alcohol on the Premises if the Member is under the age of 21 years and shall not encourage, assist or knowingly permit any person who is under the age of 21 years to possess or consume alcohol on the Premises.
5. The Member shall not use the Premises or the Services for any illegal or unlawful purposes. The Member shall not commit any unlawful or illegal act while on the Premises or in the Building.
6. The Member shall not use any of the Services in any manner that (a) damages, disables, overburdens, impairs, or should reasonably be expected to damage, disable, overburden, or impair, any CoBe Workspaces network, network infrastructure, any network(s) connected to any CoBe Workspaces network or computers, and/or any equipment or property of CoBe Workspaces; and/or (b) unreasonably interferes with any other Members' use and enjoyment of any Services.
7. The Member shall not gain, or attempt to gain, unauthorized access to the use of any Services (including any computer or telecommunication services) except in the manner and by the means expressly authorized by CoBe Workspaces.
8. The Member shall not access, or attempt to access, any account, computer, computer systems, software or networks of CoBe Workspaces or any other Member of CoBe Workspaces through hacking, password mining or any other unlawful or unauthorized means.
9. The Member shall comply with all security procedures required or implemented by CoBe Workspaces with respect to the Member’s use of the Premises and the Services.
10. The Member shall not use any Services, or any networks or equipment of CoBe Workspaces, for, or in connection with, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise), or to commit any act in violation of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM).
11. The Member shall not use any Services, or any networks or equipment of CoBe Workspaces, in any manner to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of any other person or entity.
12. The Member shall not use any Services, or any networks or equipment of CoBe Workspaces, to publish, post, upload, distribute or disseminate any inappropriate, offensive, profane, defamatory, obscene, indecent, violent, or unlawful materials or information.
13. The Member shall not use any Services, or any networks or equipment of CoBe Workspaces, to upload, post, download, distribute, access, make available, or use any files, software or materials that are owned by third parties or otherwise protected by intellectual property laws, including without limitation, copyrighted materials (such as music files) and materials protected by trademark, patent or trade secret laws, unless the Member owns or controls the rights thereto or have received all necessary consent to take the actions undertaken by the Member with respect thereto.
14. The Member shall not upload, post, download, distribute, access, make available, or use any files, software or materials that contain viruses, or any other similar software or programs that may erase or alter data, or otherwise damage the business interests of others.
15. The Member shall not use any Services, or any networks or equipment of CoBe Workspaces, to harvest, disseminate or collect information about any other person (including any other Member), including email addresses, without the authorization or consent of such person.
16. The Member shall not use any Services, or any networks or equipment of CoBe Workspaces, to create a false identity or otherwise for the purpose of deceiving or misleading others.
17. The Member shall not use any Services, or any networks or equipment of CoBe Workspaces, in any manner that violates the proprietary, contractual or intellectual property (including patent, copyright, trademark or trade secret) of CoBe Workspaces or any other person or entity.
18. The Member shall not use any Services, or any networks or equipment of CoBe Workspaces, in any manner that violates any applicable laws or regulations.
19. The Member shall not rent, make available for public use, reproduce, duplicate, copy, trade, or resell any of the Services.
20. The Member shall not make any alterations, additions or improvements to the Premises with the prior written consent of CoBe Workspaces. Member shall take good care of the Premises and repair in a good and workmanlike manner all damage and injury to the Premises and fixtures required as a result of damage or defacement of the building, or any part hereof by reason of Member’s occupancy or the actions of its agents, employees, visitors, contractors, assignees or licensees.
21. Should CoBe Workspaces provide Member with furniture or equipment, Member shall return said furniture or equipment to CoBe Workspaces upon termination of the Membership Benefits in the same condition they were provided, normal wear and tear excluded.