



MEMBERSHIP AGREEMENT

MEMBERSHIP DESCRIPTIONS

- **Hourly Flex** - members are guaranteed access to workspace in the designated flexdesking area(s), as well as all other unlimited amenities, between the hours of 9am and 7pm.
- **Unlimited Flex** - members are guaranteed access to workspace in the designated flexdesking area(s), as well as all other unlimited amenities, PLUS 24 hour access and a unique alarm code.
- **Dedicated Desk** - members have exclusive access to their own dedicated workspace, as well as all other privileges included in all levels of membership.

PAYMENT

- Membership payment of \$_____ + \$_____ GST = \$_____ is due on the member anniversary date each month.
- First month's membership plus a damage deposit equal to 1 month's membership are due at signing of agreement for Dedicated Desk Members. Damage deposit to be released 30 days after termination of membership.
- Term of contract from: _____ with **automatic monthly renewal unless 30 days notice is given by member**
- The Studio at CC reserves the right to charge a late fee of \$25 and/or withhold services if payments are not received on time
- Members may pay via e-transfer, Cash or Cheque. Members may also pay by credit card, plus a 2.5% processing fee

CONTACT INFORMATION

Name: _____

Home Address: _____ City: _____ Postal Code: _____

Phone: _____ Email: _____

Company (if applicable): _____

Web Address (if applicable): _____

Is it OK for us to publish your company name, logo and website on our community page on our website? *Your personal contact information (phone, address, email) will be kept private.*

YES

NO

TERMS OF USE

The following Terms of Use may be somewhat lengthy but we want to be careful to ensure that everyone is properly protected. Please feel free to contact us at d@creativecoworkers.com with any questions regarding these terms.

1. Acceptance of Terms

- a. The services The Studio at CC provides to you, the undersigned (including but not limited to use of office space and access to Internet), are subject to the following Terms of Use ("TOU").
- b. The Studio at CC reserves the right to update the TOU at any time. The Studio at CC will attempt to inform you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement

2. Renewal and Termination

Member is required to give The Studio at CC at least 30 days notice prior to termination of membership. Notice is only accepted when given on the member anniversary day. The Studio at CC reserves the right to immediately terminate any membership at any time if you fail to comply with our terms, to those whose actions cause a disruption, or for gross misconduct. The Studio at CC can also terminate membership without cause with a 30 day notice.

3. Insurance

- a. The Studio at CC will carry Liability and Business insurance. It is strongly suggested that members carry a Renters Insurance policy to cover your own equipment while using our space. Having complete property coverage is prudent when working from a public space. That policy may cover your current residence/office, as well as the premises of The Studio at CC. You may add The Studio at CC as an additional insured.
- b. The Studio at CC is not responsible for any loss, theft or damage of any kind. This applies to physical infrastructure and the network infrastructure. Should you damage the facility or infrastructure, you will be charged for the cost of repairs.

4. Description of Services

The Studio at CC may provide you with access to work stations, Internet access, office equipment, conference space, knowledge resources, and other services as The Studio at CC may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

5. Space

The Studio at CC gives all members access without extra charge to:

- Kitchen Facilities
- Shower Facilities
- Lounge Facilities
- B/W printing up to 150 pages/month
- Color printing up to 20 pages/month
- Secure Bike Parking
- Internet
- Meeting Room
- The Sandbox Production Studio
- Professional Mailing Address
- Plus the specific access as defined in your membership description

6. Mailing Address

You will have full use of The Studio at CC's mailing address for Canada Post mail and private carriers, while The Studio at CC will act in earnest to make sure that all letters/packages are delivered; The Studio at CC does not take responsibility for lost shipments.

7. **The Studio at CC reserves the right at all times to disclose any information about you**, your participation in and use of the Services as The Studio at CC deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in The Studio at CC's sole discretion.

8. 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 Studio at CC does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

9. To the maximum extent permitted by applicable law, The Studio at CC 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, and 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.
10. To the maximum extent permitted by applicable law, in no event shall The Studio at CC or its subsidiaries (whether or not wholly-owned), 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 Studio at CC, and even if The Studio at CC has been advised of the possibility of such damages
11. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of The Studio at CC or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (CAD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
12. Employees, Clients, Guests and all other visitors of signing members are subject to the covenants of this agreement to the same extent as the signing member. Members are held responsible for damage or other problems caused by Employees, Clients, Guests and all other visitors to whom they allow access.

13. Indemnification

You release, and hereby agree to indemnify, defend and save harmless The Studio at CC and The Studio at CC's subsidiaries (whether or not wholly-owned), 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 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 Studio at CC or its respective officers and agents in connection with the defense of such claim or lawsuit.

14. 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.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

Member Signature: _____ **Date:** _____

Name (Printed): _____

The Studio at CC Signature: _____ **Date:** _____

Name (Printed): _____