

CENTER OF BELONGING COWORKING MEMBERSHIP AGREEMENT

The Center of Belonging Co-Working Collaborative offers a shared, community-driven workspace for location-independent workers. It exists because of you and for you.

MEMBERSHIP FEATURES

As a member, you will receive the following features as part of your membership:

- Access to the Co-Working Space during normal operating hours (8:30am – 4:30pm Monday thru Friday, except holidays)
- Access to high-speed wireless internet
- Free coffee and water
- Access to Commons and Café space when available
- Two guest passes per month to allow visitors to join you in the space

PAYMENT TERMS & OPTIONS

Terms

- \$75/month
- Payments are due on the 1st business day of every month.
- Ace in the City reserves the right to charge late fees and/or withhold services if payments are not received on time.
- Membership auto-renews on a monthly basis unless either party cancels the membership in writing by the 15th of the month.

Payment Methods

- Members may pay via Cash, Check, or Stripe (online payment portal).

☐ I have paid \$75 in advance, which covers my first month of membership.

Membership will commence on _____.

MEMBER CONTACT INFORMATION

Name: _____

Home address: _____

Phone: _____

Email: _____

Company (*if applicable*): _____

Position: _____

Website: _____

Is it OK to publish your name, company, position, and website in our member directory? Your personal contact information (phone, address, email) will be kept private.

☐ Yes ☐ No

TERMS OF USE

Our TOU is long and boring, but it's important that you read it carefully to understand your rights and protections, as well as ours. We hope to be able to simplify these terms in the future. Please contact us at info@centerofbelonging.org if you have questions regarding this TOU.

1. Acceptance of Terms. The services Ace in the City (Manager of the Center of Belonging) provides to you, the undersigned (including but not limited to use of desk space and access to Internet), are subject to the following Terms of Use ("TOU"). Ace in the City reserves the right to update the TOU at any time. Ace in the City will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

2. Description of Services. The Center of Belonging Co-Working Collaborative may provide you with access to work stations, Internet access, office equipment, conference space, knowledge resources, and other services as Ace in the City may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

3. 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 Center of Belonging Internet network, 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 computer systems connected to any Center of Belonging network 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.

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

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);

- b. Use the Services to access any defamatory, obscene, indecent or unlawful topic, name, material or information, and is reckless about whether a person is present who will be offended or alarmed by its display;
- c. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- d. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Center of Belonging Services;
- e. 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;
- f. 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;
- g. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- h. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- i. Restrict or inhibit any other user from using and enjoying the Services;
- j. Violate any code of conduct of other guidelines which may be applicable for any particular Service (including those of Resurrection MPLS at 3501 Aldrich Ave);
- k. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- l. Violate any applicable laws or regulations; and
- m. Create a false identity for the purpose of misleading others.

5. Ace in the City reserves the right at all times to disclose any information about you, your participation in and use of the Services as Ace in the City 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 Ace in the City's sole discretion.

6. Confidentiality.

a. You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Ace in the City, Resurrection MPLS, or any participant or user of the Center of Belonging Co-Working Collaborative Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Ace in the City or Resurrection MPLS, any analyses, compilations, studies or other documents prepared by Ace in the City or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

b. Your participation in and/or use of the Services obligates you to

I. maintain all Confidential Information in strict confidence;

II. not to disclose Confidential Information to any third parties.

c. All Confidential Information remains the sole and exclusive property of Ace in the City or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Ace in the City, Resurrection MPLS, or any participant or user of the Services.

7. Camera Surveillance. Camera surveillance is only installed in commonly shared spaces within the Center of Belonging as well as the front entrance. This is for the purpose of ensuring safety and security of all employees and visitors to our premises and facilities.

a. Individual staff are prohibited from undertaking surveillance within the Center of Belonging. All surveillance oversight remains under the sole oversight of Ace in the City. Cameras are in plain sight, operating on a continual and ongoing basis. Cameras will never be in private spaces, including individually leased offices and bathrooms.

b. Where it is necessary to undertake new or additional camera surveillance, it will be in accordance with this policy and approved by Ace in the City. Any and all changes to this policy will be formally communicated to all Center of Belonging Co-Working Collaborative members.

c. Ace in the City will not, unless required for business, safety or security need, review recordings. In the event of criminal behavior, video footage may be accessed by authorized agencies and local police, as required by law. Ace in the City holds the discretion in deciding what might have constituted a violation to our collaborative safety. Therefore, accessing video footage acquired during surveillance requires the authorization of Ace in the City. In the event any member or visitor observes or experiences behavior that threatens the health and well-being of the Center of Belonging, its partners, members, visitors or facility, please contact the Ace in the City Executive Director or Associate Director.

d. In the event video footage requires the access by authorized agencies or local police, Ace in the City will provide written notification summary to Center of Belonging Co-Working Collaborative members of surveillance activities that occurred within it.

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 Ace in the City does not have any liability with respect to your access, participation in, use of the Center of Belonging Co-Working Collaborative Services, or any loss of information resulting from such participation or use.

9. Disclaimer of Warranties. To the maximum extent permitted by applicable law, Ace in the City 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.

10. Exclusion of Incidental, Consequential and Certain Other Damages. To the maximum extent permitted by applicable law, in no event shall Ace in the City 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.

11. Limitation of Liability and Remedies. 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 Ace in the City 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.

12. Termination. Ace in the City reserves the right to terminate any Service at any time. Ace in the City further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

13. Indemnification. You release, and hereby agree to indemnify, defend and hold harmless Ace in the City 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 Ace in the City 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.

15. Insurance. Ace in the City will carry General Liability insurance. As a user, it is strongly 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 Center of Belonging.

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.

Signature: _____ Date: _____

Name (Printed): _____