

HEAD QUARTERS

KELLER COWORKING

Coworking Membership Agreement

In an attempt to combat the mundane, Headquarters opens its doors to those looking for an inspiring work culture. Headquarters is accepting applications for focused, productive, service-minded professionals to join its membership. Come work alongside people who care as much about their community as they do their profession.

Membership Features

Below are some, but not all, of the benefits members receive as part of their membership:

All Memberships

- Access to high-speed wireless internet
- Use of mailing address
- **Dedicated Desk, Full Time & Part Time Memberships:** Access to the space during normal operating hours (9:00am – 5:00pm Monday thru Friday). Operating Hours subject to change.
- **Side Hustle Membership:** Access to the space during Monday thru Friday 6:00pm - 10:00:pm, and Saturday & Sundays 9:00am - 5:00pm. Operating Hours subject to change.
- Access to purchase reservations of private meeting rooms
- **Note:** Headquarters may use or authorize others to use part of the space for events outside of or during normal operating hours. You will be given reasonable notification of the events and how that would limit your use of the space during the event.

Payment Terms & Options

The following outlines how payments are handled:

Dates

- All membership payments are due on a monthly basis, based on the first date of your membership.
- The payment method provided by you will automatically be charged the fees and any other amounts you may incur or be liable for in connection with your membership on your next due date.
- Headquarters reserves the right to charge a \$35 late fee and/or withhold services/ cancel membership, if payments are declined or not received on time.

Payment Methods

- Members may pay via credit card in the website checkout system under the Member Portal.

Choose A Membership Level

Please indicate the quantity of memberships, if applicable.

___ Dedicated Desk Membership (\$525/month)

___ Full-Time Membership (\$350/month)

___ Part-Time 3 Day a Week Membership (\$230/month)

___ Part-Time 1 Day a Week Membership (\$105/month)

___ Side Hustle Membership (\$105/month)

Membership will commence on _____.

Terms

- Memberships can be canceled at any time. You will not be refunded for the most recent month you entered into, but won't be charged for your next month.
- Headquarters may cancel your membership at any time, for any reason.
- You are agreeing that you will be doing normal office work unless given express written consent by management to do otherwise.
- You will respect the property of Headquarters and others. You will keep noise at a professional level. You agree to leave the space tidy and clean-up any mess.
- You won't assault or harass people.
- No animals of any kind.
- You acknowledge cameras will be active in the space 24/7.
- Close parking isn't guaranteed, but there is always ample free parking within walking distance.
- Headquarters reserves the right to block off the space for one day a quarter as a holiday. A 30 day notice will be given for the blocked-off holiday. At Headquarter's discretion, a discount or gift card to a local business may be given to members for the holiday.



Member Contact Information

Name:

Home address:

Phone:

Email:

Company (if applicable):

Position:

Web address:

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

Yes No

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Terms of Use

Our community space works because we all commit to making it work together.

It's important that you read these terms carefully to understand your rights and protections, as well as ours. Please contact us at hello@kellerheadquarters.com if you have questions regarding this TOU.

1. Acceptance of Terms.

The services Headquarters, LLC (“Headquarters”) 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”).

Headquarters reserves the right to update the TOU at any time. Headquarters 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.

Headquarters may provide you with access to office space, desks, Internet access, office equipment, knowledge resources, and other services as Headquarters 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 Headquarters server, or the network(s) connected to any Headquarters server, or interfere with any other party's use and enjoyment of any Services or space. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Headquarters server 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. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Headquarters Services;
 - d. 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;
 - e. 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;
 - f. 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;
 - g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
 - h. Restrict or inhibit any other user from using and enjoying the Services;
 - i. Violate any code of conduct of other guidelines which may be applicable for any particular Service;
 - j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
 - k. Violate any applicable laws or regulations; and
 - l. Create a false identity for the purpose of misleading others.
 - m. Bring in guests who are not members or have not paid for a day pass, unless authorized if a member is renting out an entire space for the day.
5. Headquarters reserves the right at all times to disclose any information about you, your participation in and use of the Services as Headquarters 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 Headquarters'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 Headquarters, or any participant, member, or user of the 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 Headquarters, any analyses, compilations, studies or other documents prepared by Headquarters 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;
 - III. not to use the Confidential Information in any way directly or indirectly detrimental to Headquarters, or any participant, member, or user of the Services.
- c. All Confidential Information remains the sole and exclusive property of Headquarters 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 Headquarters, or any participant or user of the Services.

7. 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 Headquarters 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.

You are responsible for damages arising from neglect or other irresponsible treatment of the space, Services, or property. You are responsible for the damage caused to the property in connection with your use of it, even if you have not acted irresponsibly. Even if Headquarters gives you approval to bring in a guest, you are liable for damage caused to the property by others to whom you have brought or given access to the property.

8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, Headquarters 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.

9. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall Headquarters 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 Headquarters, and even if Headquarters has been advised of the possibility of such damages. Because some states/

jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

10. 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 Headquarters 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 (USD \$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.

11. Termination.

Headquarters reserves the right to terminate any Service at any time for any reason. Headquarters 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.

12. Indemnification.

You release, and hereby agree to indemnify, defend and hold harmless Headquarters and Headquarters'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 Headquarters or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. Severability.

In the event that any provision or portion of this Agreement/TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

14. Insurance.

Headquarters 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 Headquarters.

15. Other members.

Headquarters does not control and is not responsible for the actions of other individuals you or any other members encounter through the use of the Services; this includes other

Headquarters members and any authorized guests on the premises. We do not endorse, support or verify the facts, opinions or recommendations of any members. If a dispute arises between members, we have no responsibility or obligation to participate, mediate, or indemnify any party, except to the extent that such dispute is the result of Headquarter's gross negligence or willful misconduct.

16. Relationship of the parties.

Headquarters and you are independent contractors, and no agency, partnership, or joint venture relationship is intended or created by this Agreement. Neither party will in any way misrepresent our relationship.

17. No Assignment.

Headquarters memberships are not transferrable or assignable without prior written consent.

18. Dispute Binding Arbitration.

a. **Governing Law.** This Agreement and the transactions contemplated hereby shall be governed by and construed under the law of the State of Texas, U.S.A. and the United States without regard to conflicts of laws provisions thereof.

b. **Venue; Dispute Resolution.** All disputes shall be attempted to be resolved at the lowest level possible and as amicably as possible between the parties. Any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be finally settled in accordance with the arbitration rules of JAMS then in force (or similar arbitration rules if mutually agreeable to the parties), by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Keller, Texas, U.S.A.

c. **Proceedings; Judgment.** The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement.

I hereby acknowledge that I have read and understood this entire Agreement and 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): _____