

**Createscape Coworking, LLC - Office Rules
Membership/Day Pass**

1. Courtesy to others with regards to sound. The “west wing” of our space is specifically designed as a quiet work area so that people can focus without distractions so we require phone calls (longer than a few minutes) as well as meetings and conversations to be taken in either a call room, an open meeting room, or the “east wing”. The east wing is intended to be the more livelier, collaborative side-- a great space for taking calls, working with colleagues, and carrying conversations as long as you are courteous to others working nearby.

2. Door access and codes. The door code you use for access is your personal code and is to be kept private and not shared with anyone else. If you have guests, please email us or ask an office assistant for our current guest code to be able to provide to them to use. If you ever need to prop open one of the doors (only for a few minutes at a time), you are responsible for shutting it properly so it can auto-lock afterward. You must ensure doors are always shut correctly and never rest on the extended deadbolt when you leave, so paying attention as you exit is important. Additionally you may not share the bathroom door codes with those outside the building.

3. Cleaning up after yourself. Help us keep the shared office space a clean environment for all by picking up trash after yourself, wiping down your desk (or the kitchen) if you have made a mess, thoroughly washing dishes after each use (not leaving them dirty in the sink or elsewhere) and not leaving personal food items in the refrigerator longer than a week.

4. Conference room reservations & call room use. Conference room reservations are posted on the screen outside the room, but if you are not conflicting with a reservation you may pop in to use it for up to 1 hour at a time to allow others the equal opportunity to make new reservations or also use it without a reservation. Always check the reservations to see if it is available before using. If you would like to make a reservation for the conference room, you may do so on our website. Call rooms can be used on a first-come, first-served basis for up to 1 hour at a time.

5. Printing & office supplies. Feel free to use our scanner, printer, paper, pens, and other office supplies. If you are printing, you must use our “ezeep” cloud-based printing solution, logged in to your account. Please keep a reasonable limit on the amount that you use or print.

6. Payment and cancellation policies. Payments are automatically transferred on the first of the month from the credit card on file for your account. For memberships (excluding offices) we require written notice of your intent to cancel at least seven (7) full days prior to the end of the current month or there is a \$50 late cancellation fee that is automatically charged. Memberships auto-renew and we do not offer refunds (full or pro-rated) for memberships once they are charged on the first of the month if you forgot to cancel on time or no longer have a need for the space. For offices, we require written notice of your intent to cancel at least thirty (30) full days prior to the end of your term and the office renews for an additional month otherwise. For day passes and meeting room/space rental cancellations, notice must be done at least 2 hours prior to start time for a full refund. Late cancellations are eligible for a 50% refund on total order. We do not offer refunds for no-show bookings without cancellation.

7. Bringing dogs in must be approved. Quiet, well-behaved dogs are only allowed if permission is given by staff after a trial basis and we reserve the right to ask you to keep them at home if they prove to be disruptive.

8. Parking. If you have an automobile or motorcycle, you are welcome to park anywhere in the back or side lots of the building, or in the front or any side streets that do not restrict parking. If you have a bike, you are welcome to lock up your bike in our rack in the back parking lot. You may not leave any vehicles or bikes for longer than 1 week at a time.

Createscape Coworking, LLC - Terms of Use

1. Acceptance of Terms. The services Createscape Coworking, LLC (“Createscape”) provides to you, the undersigned (including but not limited to use of office space, access to Internet, etc.), are subject to the following Terms of Use (“TOU”). Createscape reserves the right to update the TOU at any time without notice to you.

2. Description of Services. Createscape may provide you with access to office space, work stations, internet access, office equipment, conference room space, knowledge resources, and other services as Createscape may provide from time to time (collectively, “Services”). The Services at all times are subject to the TOU.

3. No Unlawful or Prohibited Internet/Network 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 Createscape server, or the network(s) connected to any Createscape server, 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 accounts, computer systems or networks connected to any Createscape 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. Open Environment & Quiet Enjoyment. This is an open office shared by many different peoples and organizations and all members and users have the right to quiet enjoyment and to stay focused on their work. Everyone is expected to be courteous to others around them.

5. Liability. All members, users, and guests are responsible for their own belongings and actions. Should any action or inaction cause damage or cost to Createscape that cost will be levied to that member or user. As in any commercial office or studio Createscape is not covered for the risks and liabilities associated with children or animals. All liability for children and pets is assumed by the member or user.

6. Termination. A member or user acting in disregard to the office rules will be given a warning. After three (3) warnings, that person will be notified and dismissed as a member or user. Createscape reserves the right to refund the pro-rated cost of unused services and terminate your membership or day pass use immediately for violation of any policy or community rule. Gross misconduct can result in immediate termination.

7. Payment, Deposit, and Renewal. For day pass use, payment is required at the time of scheduling. For memberships, payment is required at the beginning of the month for that period and each member must have an active credit or debit card on file for your account and you agree that the full payment of your membership will be automatically billed to you on the 1st of the month. Createscape membership renewal is always automatic each month unless written notice is given of a cancellation date. Members can change their membership type or cancel their membership, and hence terminate this agreement, at any time by providing at least 7 days advance notice in writing before the end of the month.

8. Building Rules. It is expected that you will observe normal use of the building at all times and not damage or deface the building or its fixtures, fittings, decor and furnishings or compromise its security or protection from fire, flood, gas, electricity or weather. Members or users will not compromise the building security or the security of the spaces therein and will ensure that all reasonable measures are taken to safeguard the Createscape building, occupants and the occupants possessions. At no time should security locks be bypassed or left in an open position and external doors should never be propped open whilst unattended.

9. Facilities and Services. Createscape reserves the right at any time to delete, discontinue, repair or replace the equipment without any effect on this agreement. Createscape also reserves the right to make changes to the type or quantity of equipment or services offered and to alter the hours of operation in Createscape’s discretion. Createscape might close on a temporary basis its facilities (or portions of its facilities) for maintenance, selected holidays, etc. and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable.

10. Rules and Regulations. You agree to follow Createscape’s office rules. Createscape may, in its sole discretion, modify the policies and any community rules without prior notice at any time. The most current

community rules will always be posted on the Createscape website.

11. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CREATESCAPE 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, AND 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.

12. Exclusion of Incidental, Consequential and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CREATESCAPE 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 AND 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 CREATESCAPE , AND EVEN IF CREATESCAPE 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.

13. 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 CREATESCAPE 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. 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.

By agreeing to these terms, the user understands and expressly agrees that use of this Createscape facility or any Createscape facility, involves the risk of injury to the user and guests whether caused by negligence or not. It is understood that there are known and unanticipated risks ranging from minor injuries to serious injuries including paralysis, brain injury and death. In consideration of participation in the activities and use of the facilities and equipment offered by Createscape, and users understand and voluntarily assume full responsibility for any and all risks to which they are exposed and willingly accept all risks including injury or death. Users agree that Createscape, its owners, parent companies, sister entities, subsidiaries, officers, directors, members, agents, representatives, employees and independent contractors shall not be liable for any injury or damages, including but not limited to death, personal injury, including physical or emotional, property damage, economic loss or any other injuries or damages to the user, spouse, domestic partner, guest, children, unborn children or relatives resulting from any negligence of Createscape or anyone acting on Createscape's behalf. Users assume the risk of injury associated with any and all activities on the premises specifically including but not limited to use of any equipment, Createscape Coworking LLC, subsidiaries, affiliates, successors, assigns, officers, directors, shareholders, members, agents, representatives, employees and independent contractors from any and all liability, claims, demands, injuries, damages, lawsuits or causes of action arising out of my membership or activities on the premises regardless of whether such injury arises from the sole, joint or concurrent negligence of Createscape or anyone acting on its behalf. Users understand that they are liable for all damages caused to the Createscape facility, its members, and their property caused by the user, guests or personal property. Users understand that by agreeing to these terms, they are waiving the right to assert any claim against Createscape for any future injuries or damages. Users expressly waive the right to sue Createscape for any damages, injuries or death arising from the membership or participation in any activity at any Createscape facility.