

Coworking Space Terms and Conditions

I. THE PARTIES. This Co-Working Space Agreement (“Agreement”) by and between:

Landlord: MaryLee Commercial Properties, LLC, DBA **The HIVE116** (“Landlord”) of 116 E North Street, Albemarle, North Carolina, 28001, AND Tenant/Member as identified on the Membership Application.

II. CO-WORKING SPACE. Under this Agreement, the Landlord agrees to offer the following property to the Tenant/Member for co-working use:

Street Address: 116 E North Street, Albemarle, NC 28001.

Add'l. Description: All Flex office spaces as available.

Hereinafter known as the “Premises”.

III. TERM. This Agreement shall start the day the Tenant/Member signs up and payment in full is processed and continue:

- On a Month-to-Month Basis. This Agreement shall continue until either of the Parties gives notice of at least **14** days from the next payment date.

IV. SERVICES. The Tenant/Member shall be provided with the following as part of this Agreement: (check all that apply)

- Conference Room. The Tenant/Member shall be given access to the Conference Room: (check all that apply)

- At any time for **coworking purposes only** when not scheduled for another member.

- For **4** hours per week month for meetings, conferences, trainings, and other similar group functions and must be scheduled with at least **24** hours' notice. If the Tenant/Member should request additional hours, it shall be at the rate of \$49/hour.

- Coffee and Refreshments. The Tenant/Member shall have access and be able to consume an unlimited amount of coffee and other refreshments as designated by the Landlord. Coffee and Refreshments availability may change from time-to-time.

- Directory. The Landlord shall allow the Tenant/Member to display their personal and/or business name on any available online or other published material describing the Premises.

- Internet Access. The Landlord shall provide premium internet access to the Tenant/Member by supplying a Wi-Fi Username and Password following the execution of this Agreement.

- Mailboxes. The Tenant/Member shall have access to a mailbox and receive mail

during the term of this Agreement.

- Workstations. Use of any of the workstations, meeting areas, or call areas located within the Premises on a first come, first serve basis during regular business hours.

Being a Tenant/Member of the Premises grants the privilege and use in common with other Tenant/Members on the Premises. The Tenant/Member understands the use of the Premises is determined by each Tenant/Member's agreement with the Landlord. In no way does the term "co-working" or any other term in this Agreement suggest that the rights of any Tenant/Member is equal to another.

V. 'Normal' BUSINESS HOURS. The 'normal' business hours of the Premises shall be the following: (the space is open and available via security code 24/7 but concierge assistance is only available 9am through 3pm Monday through Friday or unless otherwise scheduled)

Start Time: 8:00 AM

End Time: 5:00 PM

During such hours, the Tenant/Member agrees to keep their noise level so as no to interfere with or annoy the other Tenant/Members on the Premises. It is required that the common areas be meant to initialize a phone call with any conversations lasting for more than thirty (30) seconds to be handled away from the other Tenant/Members.

VI. SECURITY DEPOSIT. The Tenant/Member, as part of this Agreement and separate from the first payment to the Landlord: (check one)

- Shall be required to pay a Security Deposit in the amount of \$____ ("Security Deposit"). The Security Deposit shall be held by the Landlord until this Agreement is terminated.

- Shall not be required to pay a Security Deposit as part of this Agreement.

If any payment is made with a physical check and is returned for any reason, the Tenant/Member shall be charged the amount of \$35.00 for every instance this should occur.

VII. RATE. The Landlord agrees to allow the Tenant/Member to occupy the Premises in exchange for a(n): (check one)

- Hourly Rate. The Tenant/Member shall be charged \$____/hour for the use of the Premises. Any uncompleted hour shall be prorated.

- Monthly Rate. The Tenant/Member shall be charged **\$89/month** for tenants/members and **\$49/month** for Student Tenants/Members who can provide proof of enrolled status in an accredited educational institution (unless noted otherwise during a promotion or via authorized discount code) for the use of the Premises. All payments will be made on the **1st** of the month.

- Annual Rate. The Tenant/Member shall be charged \$_____/year for the use of the Premises. This payment shall be due by _____, 20____.

VIII. LATE PAYMENT FEES. If any payment or charges due by the Tenant/Member to the Landlord are not made within **5** calendar days, the Landlord shall: (check one)

- Charge a late fee in the amount of: (check one)

- \$____ due shall accumulate for each day occurrence rent is late.

- **10%** of balance shall accumulate for each day occurrence rent is late.

- Not charge a late fee.

IX. PETS. The Premises has the following pet-policy: (check one)

- Pets Not Allowed. Pets are not allowed on the Premises at any time during the term of this Agreement except for those legally allowed under State law for individuals with disabilities.

- Pets Allowed. Pets are allowed on the Premises in accordance with the following: (check all that apply)

- Number (#) of Pets. The Tenant/Member shall be limited to having no more than ____ pet(s) on the Premises during any single instance.

- Weight Limit. The Tenant/Member shall be limited to having pet(s) on the Premises weighing no more than ____ pounds.

- Types. The Tenant/Member shall be limited to having only the following types of pets on the Premises:

_____.

X. OTHER FEES. The Tenant/Member shall be obligated to: (check one)

- No other fees or payments other than the Rate mentioned in Section IV.

- In addition to the Rate mentioned in Section IV, the following fees and payments:

XI. OPERATING STANDARDS. In accordance with this Agreement, and all other co working space agreements on the Premises, the Tenant/Member and the Tenant/ Members of the Premises agree to the following:

No individual or business may conduct any activity within the Premises that, in the sole judgment of the Landlord, creates excessive traffic or is inappropriate to the other Tenant/Members' co-working experience;

No individual or business may advertise or have identifying signs or notices that are inscribed, painted, or affixed on any part of the Premises without the express written consent of the Landlord;

All Tenant/Members of the Premises shall keep clean any common areas after use. This includes, but is not limited to, conference rooms, call areas, coffee and snack areas, visual equipment, and any

other space that may be used by another Tenant/Member;

All Tenant/Members are prohibited from smoking in any area of the Premises; and All Tenant/Members are to operate in a way that is courteous with all other individuals.

The Landlord reserves the right to make other reasonable rules and regulations from time to time in order to promote a good co-working environment amongst the Tenant/ Members.

XII. WAIVER. The Landlord shall not be liable for any interruption or error in the performance of the services offered under this Agreement. The Tenant/Member waives all liability against the Landlord for any claims arising from such disruption of services, specifically, any telecommunication utilities on the Premises. Furthermore, any loss, damage, expense, or injuries to persons or the Tenant/Member's property arising out of mistakes, omissions, interruptions, delays, errors, or defects in any transmission occurring in the course of furnishing telecommunications services provided are not caused by the willful acts of the Landlord, as well as any claim for business interruption and for consequential damage.

Both Parties hereby agree to defend, indemnify and hold harmless from and against any and all claims, damages, injury, loss and expenses to or of any portion or property resulting from the acts or negligence of their agents, employees, invitees, and/or licensees while on the Premises.

XIII. DEFAULT. The Tenant/Member shall be considered in default if they should violate any portion of this Agreement. If the Tenant/Member is found to be in violation of this Agreement, the Landlord shall give notice that the violation must be corrected within forty-eight (48) hours or else this Agreement shall be terminated immediately.

XIV. NOTICES. All notices shall be sent to the mailing address and/or email address provided by the Tenant/Member in his/her online Coworks Portal.

XV. TIME IS OF THE ESSENCE. Time is of the essence as to the performance by the Tenant/Member and all covenants, terms and provisions of this Agreement.

XVI. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XVII. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant/Member, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant/Member agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant/ Member's expense.

XVIII. GOVERNING LAW. This Agreement is to be governed under the laws located in the State where the Premises is located.

XIX. ADDITIONAL TERMS AND CONDITIONS. None

XX. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant/ Member agree to the terms and conditions

and shall be bound until the end of the Lease Term.

The Hive 116 Conference Room Terms & Conditions

In consideration of the mutual promises and covenants contained herein, when renting the Conference Room at The Hive 116 the Parties agree as follows:

- Space Rental.** Owner grants to Renter a limited and revocable license (the "License") to use the Conference Room at 116 E North Street, Albemarle, NC (the "Space"). The License permits Renter to use the Space only on the Event Date, between the specified start and end times, and only for the purposes described in the booking. Renter shall not have access to the Space at any time other than during these hours on the Event Date, unless Renter receives prior written permission from the Owner.
- Fees.** Renter shall pay to Owner a **fee of \$65/hour** (the "Rental Fee") for the use of the Space. Owner shall have no obligations under this Agreement until the fee is paid in full. The total Rental Fee is due in full no later than the Event Start Time (the "Payment Due Date"). If Renter fails to pay the full Rental Fee by the Payment Due Date, Owner shall have the right to revoke the License.
- Cancellations.** If Renter cancels the reservation for the Event 5 days or less before the Event Date, Owner shall refund to Renter the Rental Fee, if paid in advance, but Owner shall be entitled to retain a **\$65** cancellation fee. If Renter cancels the reservation for the Event 6 days or more before the Event Date, Owner shall refund to Renter the total Rental Fee, if paid in advance. Owner shall not cancel this reservation except for reasons beyond its control, in which case Owner shall refund to Renter the full amount paid by the Renter in connection with this Agreement..
- Condition of Premises.** The Space is provided as-is, and Owner makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered including but not limited to emptying all trash into outside trash can, wiping down surfaces, sweeping/vacuuming floors.

Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, Owner shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Owner for any such repairs within 30 days of receipt of Owner's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.
- Right of Entry.** Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.
- Indemnification.** Renter hereby indemnifies and holds harmless Owner, its employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

7. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Owner, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.
8. **Assignment.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party
9. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of North Carolina, without regard to conflicts of law principles.
10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
11. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
12. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

The Hive 116 Event Rental Terms & Conditions

In consideration of the mutual promises and covenants contained herein, when renting The Hive 116 the Parties agree as follows:

1. **Space Rental.** Owner grants to Renter a limited and revocable license (the "License") to use The Hive 116 Facility at 116 E North Street, Albemarle, NC (the "Space"). The License permits Renter to use the Space only on the Event Date, between the specified start and end times, and only for the purposes described in the booking. Renter shall not have access to the Space at any time other than during these hours on the Event Date, unless Renter receives prior written permission from the Owner.
2. **Fees.** Renter shall pay to Owner a fee of **\$40/hour** (or **\$125/4 hours & \$225/8 hours**) (the "Rental Fee") for the use of the Space. Owner shall have no obligations under this Agreement until the fee is paid in full. The total Rental Fee is due in full no later than the Event Start Time (the "Payment Due Date"). If Renter fails to pay the full Rental Fee by the Payment Due Date, Owner shall have the right to revoke the License.
3. **Cancellations.** If Renter cancels the reservation for the Event 5 days or less before the Event Date, Owner shall refund to Renter the Rental Fee, if paid in advance, but Owner shall be entitled to retain a **\$65** cancellation fee. If Renter cancels the reservation for the Event 6 days or more before the Event Date, Owner shall refund to Renter the total Rental Fee, if paid in advance. Owner shall not cancel this reservation except

for reasons beyond its control, in which case Owner shall refund to Renter the full amount paid by the Renter in connection with this Agreement..

4. **Condition of Premises.** The Space is provided as-is, and Owner makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered including but not limited to emptying all trash into outside trash can, wiping down surfaces, sweeping/vacuuming floors.

Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, Owner shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Owner for any such repairs within 30 days of receipt of Owner's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

5. **Right of Entry.** Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.
6. **Indemnification.** Renter hereby indemnifies and holds harmless Owner, its employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.
7. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Owner, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.
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