

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 320 E Main Street, Albemarle, North Carolina, 28001, 320 E Main Street, Albemarle, NC 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: 320 E Main Street, Albemarle, NC 28001, 320 E Main 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)

- Phone Booth / Podcast Studio. 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 \$15/hour.

- Coffee and Refreshments. The Tenant/Member shall have access and be able to consume a reasonable 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 not to interfere with or annoy the other Tenant/Members on the Premises.

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.

Payment must be made with funds other than checks or cash. (electronic)

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. Private Office Tenant/Member shall be charged the agreed upon rate based on the office being rented. 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:

- 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.

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 including electronic vaping devices 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 twenty four (24) 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 of NC where the Premises is located.

XIX. ADDITIONAL TERMS AND CONDITIONS.

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 Phone Booth / Podcast 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:

- 1. Space Rental.** Owner grants to Renter a limited and revocable license (the "License") to use the Conference Room at 320 E Main 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 \$30/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.
- 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 **\$30** 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 reimburse the Owner for all costs associated with repair. Owner shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Owner for any such repairs within 20 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. Deviliery with electron method (email will constitute written notice)

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.
8. **Assignment.**
Renter may not assign or transfer their respective rights or obligations under this Agreement without prior written consent from the owner.
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.

ADDITIONAL CONSIDERATIONS

A. All Access House Rules

For purposes of these All Access House Rules, references to “you”, “your” and similar words shall mean Member Company, its All Access Members and/or guests, as applicable.

- The Hive common spaces are available for the use of all our members and their guests (unless otherwise instructed by us).
- While you are using The Hive space, you are responsible for your personal property. The Hive will not be responsible for any lost or stolen items.
- For the safety and enjoyment of all members of our community, you shall act in a respectful manner in the space, and shall not perform any activity or cause or permit anything that is reasonably likely to be disruptive or dangerous to us or any members, or our/their employees, guests, or property.
- To help secure our spaces, your The Hive member digital key is for your personal use, only and may not be copied or shared with another person or party unless expressly permitted by The Hive. Members must avoid allowing others to access digital key/access code restricted areas without swiping their own. If someone follows you into a space without swiping their digital key, encourage them to check in with the The Hive Community desk.
- Members are not permitted to make any copies of any keys, keycards, digital keys, or other means of entry to any The Hive space, or lend, share or transfer any keys or keycards to any third party, unless authorized by us in advance.
- Use of any Hive space to conduct or pursue any illegal or offensive activities is strictly prohibited, and weapons of any kind, and any other offensive, dangerous, hazardous, inflammable or explosive materials are strictly prohibited in any The Hive space. If you become aware of weapons in The Hive space, contact your local Community Manager immediately.
- None of your Members or guests under the legal age for consuming alcohol in the applicable jurisdiction shall consume alcohol in The Hive space. Your Members or guests who are of legal drinking age that choose to consume alcohol in a The Hive space shall do so responsibly. You shall be responsible for ensuring compliance with this rule by your Members and guests.
- Any guests in The Hive space must be registered with the Community desk and may be required to show a valid, government-issued photo ID and/or perform additional required steps according to our policies. The member company and member registering a guest are responsible for their guest while such guest in the The Hive space.
- For any of your Members or guests using the The Hive wireless internet and/or the The Hive Member Network, such persons’ computers, tablets, mobile devices and other electronic equipment must be (a) kept up-to-date with the latest software updates provided by the software vendor and (b) kept clean of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from our networks that poses a threat to our networks or users until the threat is remediated.
- Your Members or guests may not operate any equipment in our space that has a higher heat output or electrical consumption than in a typical office environment, or places excessive strain on our electrical, IT, HVAC or structural systems, with such determination to be made at our sole discretion, without our prior approval.
- Please be advised that for security reasons, we may, in our discretion, regularly record certain areas in The Hive space via video.

- For any items provided to you by the The Hive community team for temporary use, you will be responsible for replacement fees should any such property be lost, stolen or destroyed.

Benefits vary by membership level and will be outlined for you in detail during the sign-up process.

Amenities may include:

- Access to The Coworking Center
- Wireless high-speed internet and all utilities included
- Free parking along public streets as marked and approved.
- 4 hours of reserved Podcast Room/Phone Booth time included, with half off after that.

B. Late Fees. A late fee equal to five percent (10%) of the total amount owed by Coworking Member shall be charged or outstanding amount owed which has not been paid prior to five (5) days of its due date. If The Hive debits to Coworking Member's account are unsuccessful, The Hive will attempt to debit the account for five (5) days. After five (5) days of debit failures, Coworking Member shall be charged a late fee.

The Hive reserves the right to terminate the Membership Agreement and cease all Services in the event of a late payment, including any payment which is late due to insufficient funds. In the event that The Hive does not exercise this right, you shall pay a late fee of 10% on all overdue balances and the Agreement Deposit shall be forfeited. Waiver of its termination right for any late payment shall not be deemed a waiver of such right as to any future late payment. The Hive reserves the right to withhold the Services, including barring your entry to the Premises while there are any outstanding fees and/or interest. You agree to waive any and all rights of set off as to the Member Fee.

C. Payment and Payment Authorization. Any payment due from Coworking Member to The Hive shall be made to The Hive in a manner selected by Coworking Member in the Coworking Management System. Coworking Member agrees to execute any legal consents necessary to authorize a selected payment method. Coworking Member's first payment shall be due on the first day of an Initial or Additional Term ("Payment Date") and all subsequent payments will be due in 30 day increments thereafter until Coworking Member has paid The Hive in full for any obligations due and owing. If Coworking Member desires to stop The Hive from debiting Coworking Member's account, Coworking Member must provide at least fourteen (14) days' prior written notice to The Hive. If Coworking Member wishes to provide such notice, send notice to: info@TheHive116.com.

Upon submitting a signed and completed Membership Agreement, and Agreement Deposit (if required) , you will deliver to us the monthly fee contained in your Membership Agreement (the "Member Fee") for the first month without demand, prorated as of the number of days remaining in such month. Afterward, you will pay the Member Fee monthly, in advance, on the first day of the month. Should the Member not fulfill their obligations per this Agreement, including paying the first monthly fee within seven business days of the first Pay Date listed in this Agreement, the Agreement Deposit shall be forfeited.

(b)You agree to pay the monthly fee via an Automated Clearing House (ACH) debit transaction, other preauthorized electronic fund transfer, or major credit card. You are responsible for paying any fees of your financial institution associated with the pre-authorized payment. No Cash or checks are accepted.

D. POLICIES AND PROCEDURES. Coworking Member agrees to abide by the "The Hive Coworking House Rules" ("House Rules") as determined by The Hive from time to time and incorporated herein by this reference. Coworking Member understands and agrees The Hive reserves the right to modify the House Rules in its sole discretion without prior notice to Coworking Member. If there is any conflict between this Agreement and the House Rules, this Agreement shall control.

E. CONFIDENTIALITY. Coworking Member acknowledges and agrees that during the time as a Coworking Member and in and use of Coworking Space, Coworking Member may be exposed to Confidential Information. The term "Confidential Information" means any information that The Hive, or another Coworking Member discloses, whether in writing, electronically or orally, to the other party, whether in tangible or intangible form. By way of example and not limitation, Confidential Information includes: any information concerning a party's, its agents' or licensors' technology, such as systems, source code, databases, hardware, software, programs, applications, and manuals, including, without limitation, the selection, coordination, and arrangement of the contents thereof; any information concerning a parties, its agents' or licensors* financial or business plans or operations, such as research activities and plans, marketing or sales plans, pricing or pricing strategies, and unpublished financial information, including information concerning revenues, profits and profit margins.

Each party agrees that the other will have no obligation to specifically identify by any notice or other action any information to which the protection of this Agreement extends. Coworking Member agrees that it will: (a) hold the Confidential Information in the strictest confidence and will not copy or disclose to any third party any portion of the Confidential Information; (b) not use Confidential Information in any way directly or indirectly detrimental to The Hive or another Coworking Member.

F. COWORKING SPACE EQUIPMENT. Coworking Member must not alter any of the pre-existing Coworking Space equipment and must take care of all parts of the Coworking Space, including, but not limited to, its equipment, fixtures, fittings, and furnishings. Coworking Member is liable for any damage caused by it or its invitees. The Coworking Member must not install any cabling, IT, or telecom connections without The Hive's consent which The Hive may re The Hive at its sole and absolute discretion. It is Coworking Member's responsibility to arrange insurance for its own property which it brings into the Coworking Space.

G. COMPLIANCE. Coworking Member agrees to comply with all applicable laws and regulations in the conduct of its business. Coworking Member must not do anything that may interfere with the use of the Coworking Space by The Hive or other Coworking Members, cause any nuisance or annoyance, or cause loss or damage to The Hive (including damage to reputation).

H. TERMINATION. The Hive, in its sole discretion, shall have the right to terminate this Agreement at any time with thirty (30) days prior written notice to Coworking Member. If Coworking Member desires to terminate this Agreement, Coworking Member must provide The Hive with fourteen (14) days prior written notice. If Coworking Member does not provide The Hive with such notice, The Hive reserves the right to charge Coworking Member the Coworking Fee for an additional month.

In addition, The Hive reserves the right to terminate this Agreement immediately and without prior notice to Coworking Member, if Coworking Member's conduct results in a material breach of this Agreement, the House Rules, or a violation of local, state or federal laws, rules or regulations.

I. RELOCATION AT THE HIVE. If you have been assigned an office in the Building, The Hive reserves the right to relocate you to a different office, offices or desks at any time, in the event of a natural disaster, building defects, or any other occurrences deemed to protect a member, staff, or client.

J. AUTHORIZED USAGE. You may designate a certain number of individuals (which number is indicated on the Membership Form) to use, access, and/or receive the Services in accordance with this Membership Agreement. All Authorized Users must be designated in writing to The Hive prior to being entitled to the Services. You may replace an Authorized User request at any time by causing the Member Contact to send an email to info@TheHive116.com which email must include the names and email address(es) of the departing and new Authorized Users and the effective date of the change. The changes will not take effect until The Hive confirms in writing that it has accepted and applied the change. An Authorized User will no longer be allowed access to the Services upon the earlier of (1) the termination or expiration of this Membership Agreement; (2) your removal or replacement of such Authorized User or (3) notification to you that such individual is terminated as an Authorized User.

The Hive may terminate an individual as an Authorized User in sole discretion, however, The Hive will endeavor not to terminate any individual as an Authorized User unless such individual has caused Fellow Members to complain to or if such individual violated this Membership Agreement (including the Community and Facility Rules and Internet Policy). If the number of Authorized Users, or individuals regularly using your Office Space, exceeds the number allocated on the Membership Form, you will be required to pay the then-current additional applicable fee.

The Hive reserves the right to limit the number of Authorized Users allowed at any point. By sending The Hive a request to add an individual as an Authorized User, you are representing and warranting that you have obtained all necessary consent from such individual to provide to the contact or other information about such individual.

K. Media and Virtual Reality License. In connection with the Services, The Hive may provide you access to filming and virtual reality equipment, including, but not limited to cameras, camera mounts, lighting equipment, recording devices both audio and video, and backdrops. You agree that you will (and will cause your Authorized Users to) use and operate the equipment only in a careful and proper manner, within the allotted room in the Premises, in compliance with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any. Any use of such equipment must be scheduled in advance with The Hive.

You represent and warrant that you will have obtained all rights, permission and licenses necessary for the production of any content using the equipment. You assume all risks of loss or damage to the equipment during your use of such equipment from any cause, and agree to return it to in the condition received. All damage to the equipment must be paid for within 5 days of notice and The Hive may automatically charge the costs of any damage to the licensee's card on file.

The Hive shall have the option of requiring you to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of The Hive. The provisions of this Section are in addition to, and do not replace, any additional indemnification obligations of Member hereunder.

L. Insurance. The Hive carries liability and business personal property insurance. However, you are strongly encouraged to carry an insurance policy to cover your equipment and personal property while using the Premises. You waive any right of subrogation and right of recovery or cause of action for any damage or theft, destruction, or loss of property, or any injury including death to the extent the same is insured against under any insurance policy which you may have.

M. Internet Policy. The Hive makes no representations whatsoever as to the security of the internet, wired or wireless telecommunications systems, or hosting services provided as part of the Services, or of any data or communications system or any information that you send through or place on it, and you have no expectation of privacy with respect to such systems. The Hive is not responsible for any loss of data, information, business, goodwill or otherwise as a result of such interruptions. You are responsible to protect your own computers, devices and data, information, business and goodwill from damage or interference, including but not limited to viruses or malware. You agree to abide by the terms of The Hive Internet and Privacy Policy (the "Internet Policy"), available at TheHive116.com or upon request. The Hive may amend or change the terms of the Internet Policy at any time.

N. Mediation and Arbitration of Disputes. If a dispute arises between us that we cannot resolve between ourselves, the alternative dispute resolution process of this paragraph will apply. You and we shall maintain confidential the entry into, contents of or result of any alternative dispute resolution, unless required by law.

(a) Mandatory Mediation. You and we agree that any and all disputes, claims or controversies arising out of or relating to the Membership Agreement shall be submitted to (MEDIATION) or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to (MEDIATION), or its successor, for final and binding arbitration pursuant to Section 20(b) below. If, for any dispute, claim or controversy to which this Section 20(a) applies, any party (i) commences an action without first attempting to resolve the matter through mediation before commencement of an action, or (ii) The Hives to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. We will cooperate with one another and with (MEDIATION) in selecting a mediator from the (MEDIATION) panel of neutrals and in scheduling the mediation proceedings. You and we agree to participate in the mediation in good faith and to share equally in its costs.

(b) Arbitration. Any dispute, claim or controversy arising out of or relating to this Membership Agreement or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of this Membership Agreement to arbitrate, shall be determined by arbitration in the same city where the real property and Membership Agreement exists, before one arbitrator who is (i) a retired judge from the Superior Court of the State where the real property and office location exists, and named County where the real property and Membership Agreement office location exists; or (ii) an attorney with at least ten (10) years of active practice in relevant areas of law. The arbitration shall be administered by (MEDIATION) pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the arbitration award ("Award") may be entered in any court having jurisdiction. Nothing in this Section shall preclude from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. No Class Actions. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. You agree that you will not bring, participate in or instigate any class arbitration, class action, private attorney general action or consolidation with other arbitrations in connection with any matter arising out of or touching on this Membership Agreement, your membership in or your use of the Premises.

(c) No Class Actions. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. You agree that you will not bring, participate in or instigate any class arbitration, class action, private attorney general action or consolidation with other arbitrations in connection with any matter arising out of or touching on this Membership Agreement, your membership in or your use of the Premises.

Community and Facility Rules

These Community and Facility Rules ("Community Rules") form a part of and are incorporated into the Membership Agreement between you and The Hive and describe the manner in which you must use of the services provided by The Hive. If you have any questions about these Community Rules, please contact info@thehive116.com

By using The Hive Services, you are agreeing to abide by and be bound by these Community Rules.

1. Collaboration, Sharing and Mutual Respect. A major benefit of membership is access to your fellow members. We absolutely encourage members to make connections, collaborate on projects, share ideas, provide advice, and generally make great stuff happen. However, members may NOT spend a large part of their time at the Premises directly soliciting other members and this could result in cancellation of your membership were it to continue after you were cautioned. The Hive is fundamentally a place to work. While we want our community to be open, fun, energizing, and collaborative, we also want it to be professional, and the interest thereof, all members, guests and other users of the Services must abide by the following rules and requirements:

- Every person using The Hive Services must be a paid member.
 - Exceptions are limited to: (a) Day Pass holders; (b) non-members who may use The Hive
- when they are meeting Members at the Premises for business-related meetings; and (c) non-member attendees of special events in the Premises.
- Members are accountable for the conduct of their guests. Members must immediately notify of any additional usage of the Services beyond that designated in their current Membership Agreement.
- The Hive reserves the right to restrict access to any persons, including Members, that in good faith The Hive judges to be a threat to the safety, reputation, or property of the Premises and its occupants.

2. Access Codes. Access Codes can be obtained only from The Hive representative, and are NOT transferable. You are not authorized to copy or to give or "loan" your access code to anyone else for any reason. The Hive may cancel your membership if we discover that you have violated this rule.

3. Kitchen. Please keep the kitchen area clean. Please wash & Dry glasses and dishes. Please take care of your guests' items as well.

4. Discrimination toward and harassment of others are prohibited in the Premises. The Hive has a zero-tolerance policy for any remarks or behavior that fails to respect the dignity and feelings of any individual in or from the Premises. We recommend that all employees of all member companies take a class on the problem of workplace harassment.

7. You agree to keep your workspace clean and orderly and to remove all trash, packaging and boxes from your workspace or common space frequently.

8. The Hive is a 24/7 facility for members. Members are expected to be mindful of security at the Premises and of the safety of others at all times.

9. You are welcome to proudly display your company name on a single, removable sign as long as your signage does not damage walls in the Premises or infringe on others' property. Your sign may be no larger than one square foot or the equivalent area.

10. You may not use the name of The Hive, our phone number or email address, the name of the Building or any picture of the Building in connection with, or in promoting or advertising your business or any endorsement of or testimonial with respect to your business without the prior written consent of The Hive. You may, however, use the The Hive address of the Building as the address of your business.

11. In the unlikely event that The Hive waives any Community Rule as to you or any particular member, such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to you or any other member.

Rules of the Premises.

1. The Hive may lease its space from a landlord, and in order to ensure continued compliance with its lease, members and guests must abide by the following rules and regulations regarding the Premises. You may not place anything, or allow anything to be placed where it may, in judgment, appear unsightly from the outside of the building in which the The Hive Premises are located ("Building").

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises.

3. You agree to use the Premises so as not to necessitate any unnecessary janitorial labor or services and will throw all waste in appropriate receptacles.

4. You cannot cook in the Premises (excepting use of the coffee maker and microwave) and cannot sleep in or otherwise use the Premises for lodging.

5. Except with the prior written consent of you will not sell or cause to be sold any items or services in the Premises, nor will you carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the Premises for the service or accommodation of occupants of any portion of the Building without written consent of The Hive

6. You will (and will cause your Authorized Users to) not install in, affix to, or bring into the Premises any furniture, fixtures, or equipment. You will (and will cause your Authorized Users to) not place graffiti on or deface the walls, partitions or other surfaces of the Premises or the Building.

7. On Saturdays, Sundays, federally observed holidays and on other days during certain hours for which the Building may be closed after normal business hours, access to the Building or to halls, corridors, elevators, stairwells will be controlled by the use of an access code system. This system will verify any and all persons seeking access to the Building through the use of proper identification to determine if they have rights of access to the Premises. The Hive will in no case be liable for damages wherein admission to the Building has not been granted during abnormal hours by reason of your failing to properly identify yourself through the use

of an access code, or through the failure of the Building to be unlocked and open for access by you, your employees and general public. Nothing contained herein will obligate The Hive to provide such access code system or to make The Hive liable for any act or omission or failure of such system and the access codes which may be provided.

8. You will (and will cause your Authorized Users to) not change locks or install other locks on doors without the prior written consent of The Hive

Parking Rules.

The Hive may, in its sole discretion, provide you with access to parking at or near the Premises, which parking access may be revoked at any time. In the event that The Hive provides you with parking at or near the Premises, you agree to abide by the following regulations:

1. Parking areas will be used only for parking by vehicles no longer than full size, passenger automobiles and for no other purpose. No storage of any items including but not limited to trucks, trailers, shipping/storage containers, boxes and pallets will be permitted in either the parking areas or the Common Areas of the project in which the Building is located.

2. You will not permit or allow any vehicles that belong to or are controlled by you or your employees, suppliers, clients, customers, visitors or invitees to be loaded, unloaded, parked in areas other than those designated for such activities.

3. Parking stickers or identification devices (if provided) will be the property of The Hive and will be returned to by the member upon termination of the member's Membership Agreement or parking privileges. You will pay such a replacement charge as is reasonably established by The Hive for the loss of an identification device.

5. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

6. Unless otherwise instructed, every person using the parking area is required to park and lock his/her own vehicle. Neither The Hive nor the owner of the Building will be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

7. The maintenance, washing, waxing or cleaning of vehicles or other modes of transportation in the parking areas or Common Areas is prohibited.

8. You will be responsible for seeing that all of your Authorized Users, employees, agents and invitees comply with this Membership Agreement, and the applicable parking rules, regulations, laws and agreements.

9. The Building owner reserves the right to modify these rules and/or to adopt such other reasonable rules and regulations as it may from time to time deem necessary for the proper operation of the Building and/or the parking area. You agree to abide by all such existing, modified and new rules and regulations.

10. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or will be created hereby.