



## **BRONX COWORKING SPACE LLC**

### **COWORKING MEMBERSHIP AGREEMENT**

Bronx Coworking Space LLC offers a shared, community – driven workspace for location-independent start-ups, entrepreneurs, and dreamers . It exists because of you and for you. As a member, you will not just be a customer of Bronx Coworking Space LLC; you'll be an active part of what Bronx Coworking Space LLC is and does for you and for others.

Bronx Coworking Space provides innovative co-working opportunities and boutique office services for teams of any size. Whether you are a one-person shop, a start-up, or a company that is looking to expand, Bronx Coworking Space provides you the room to evolve at your own pace. We are a co-working center, located in the heart of the Mott Haven / Melrose section of the South Bronx and are committed to providing clients with a comfortable business environment where ideas can be exchanged and developed.

We offer a modern open floor plan which accommodates communal, floating and shared desks, meeting rooms, and optional private offices. Bronx Coworking Space is a place where start-ups, entrepreneurs, freelancers, telecommuters, and small or previously home-based businesses can work in a collaborative office space and get access to resources that can help grow their business.

#### **Membership Features**

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

- Access to high-speed wired and wireless internet;
- Use of the conference room (as available);
- Free admission to events held in the space;
- Access to the space during normal operating hours (8am – 7pm Mon thru Fri, Sat 9am-6pm; Sun 10am – 5pm except holidays);
- Networking and Member-driven programs.

#### **About Membership Options**

**All Members are charged a \$35. ANNUAL REGISTRATION FEE. After that, we ask that you consider the following options as you grow your business:**

#### **FLOATING DESK**

DAY PASS: \$25.00

7-DAY PASS: \$125.00

MONTHLY PASS: \$250.00

People interested in dropping in for the day can do so for a day rate, provided there is sufficient space. Contact us ahead of time for availability.

- Unlimited use of any available space in the common area; bring your laptop, pick a spot and enjoy!
- Includes wifi and use of common area amenities
- Personal Locker
- 30 Minutes of Conference Room B access, includes smart TV, and room for up to 10 persons



## **DEDICATED DESK**

**Monthly Plans Start at : \$525.00**

Access to a private desk space within an office with other Dedicated Desk Members

### **Benefits include:**

- Filing Cabinet
- WIFI
- 60 Minutes of Conference Room B access; includes smart TV, and room for up to 10 persons

## **PRIVATE OFFICE**

**Monthly Plans start at \$700.00**

**Security deposit** of one month office cost is required, and will be returned upon membership termination, less any outstanding fees. *Please note security is not held in an interest bearing account and will be returned bearing no interest.*

### **Benefits include:**

- Unlimited use of a personal, lockable office space with file cabinet to keep items secure so you don't have to pack up each day.
- WIFI and Internet hard lines available in most offices
- Private offices start from single use, and depending on office size can accommodate up to 7 people
- Conference Room access\*

## **MEETING ROOM**

**Room A:** Groups up to 18 persons, hard line and WIFI Internet connection, and a smart TV with video conferencing capability

**Room B:** Groups up to 10 persons, hard line and WIFI Internet connection, and a smart TV with video conferencing capability

*Room A:* Included in some plans, \$45.00 per hour additional after time allotment

*Room B:* Included in some plans, \$35.00 per hour additional after time allotment.

Conference room time is used in hourly increments and is non cumulative.



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

\_\_\_\_\_ Yes \_\_\_\_\_ No

### **Payment Terms & Options**

#### **Dates**

- All membership payments are due on the first business day of each month
- Bronx Coworking Space LLC reserves the right to charge late fees and/or withhold services if payments are not received on time.

#### **Payment Methods**

- Members may pay via ACH, Credit/Debit Card

### **Terms of Use**

Our Terms of Use is long and boring, but it's important that you read it carefully to understand your rights and protections, as well as ours. We hope to be able to simplify these terms in the future.

Please contact is at [info@bronxcoworkingspace.com](mailto:info@bronxcoworkingspace.com) if you have questions regarding this Terms of Use.

#### **1. Acceptance of Terms.**

The services Bronx Coworking Space, LLC 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.

Bronx Coworking Space LLC reserves the right to update the Terms of Use at any time. Bronx Coworking Space LLC 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.**

Bronx Coworking Space LLC provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services as Bronx Coworking Space LLC may provide from time to time (collective, "Services"). The Services at all times are subject to the Terms of Use.

#### **3. No Unlawful or Prohibited Use**

As a condition of your use of the Services, you will not use the Services for any purposes that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, display, overburden, or impair any Bronx Coworking Space LLC server, or the network(s) connected to any Bronx Coworking Space LLC server, or interfere with any 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 Bronx Coworking Space LLC 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 requisite legal power and authority to enter into and abide by the terms and conditions of this Terms of Use 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 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 Bronx Coworking Space LLC 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 and 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 files(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 (including the Building Rules for 2825 Third Ave);
- 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.



**5. Bronx Coworking Space LLC reserves the right at all times to disclose any information about you,** your participation in and use of the Services as Bronx Coworking Space LLC 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 Bronx Coworking Space LLC's sole discretion.

**6. Confidentiality**

a) You acknowledge and agree that during your participation in 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 Bronx Coworking Space LLC. or any participant or user of the Services; or any employee, affiliate, or agent thereof, that is non-public, 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 Bronx Coworking Space LLC any analyses, compilations, studies or other documents prepared by Bronx Coworking Space LLC 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

- 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 Bronx Coworking Space LLC, or any participant or user of the Services.

c) All Confidential Information remains the sole and exclusive property of Bronx Coworking Space LLC of the respective disclosing party. You acknowledge and agree that nothing in this Terms of Use 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 rights of Bronx Coworking Space LLC, 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 Bronx Coworking Space LLC 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.

**8. Disclaimer of Warranties.**

To the maximum extent permitted by applicable law, Bronx Coworking Space LLC 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. Exclusive of Incidental, Consequential and Certain Other Damages**

To the maximum extent permitted by applicable law, in no event shall Bronx Coworking Space LLC 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 Bronx Coworking Space LLC, and even if Bronx Coworking Space LLC 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 Bronx Coworking Space 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 provision to this Terms of Use 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 (US\$10.00). The foregoing limitations, exclusions and disclaimers (including section 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if and remedy fails its essential purpose.

#### **11. Termination**

Bronx Coworking Space LLC reserves the right to terminate any Service at any time. Bronx Coworking Space LLC 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 Terms of Use.

##### **When does memberships begin?**

**FLOATING DESK** Plans start the day you sign up. **PRIVATE OFFICE** plans start on 1st and 15th of the month. Our policy requires move out on the last day of the month for **PRIVATE OFFICES**, allowing new [Bronx Coworking Space](#) members to move in on the 1st of the month.

\*\*\*If this day lands on a weekend, “move-out” will be the Friday prior to the weekend.\*\*\*

Are your memberships really month-to-month?



Memberships are month to month. Bronx Coworking Space also offers longer-term commitments; email us at [bookit@bronxcoworkingspace.com](mailto:bookit@bronxcoworkingspace.com) for more information.

You can cancel your [Bronx Coworking Space](#) Membership via written notice or email. Cancellations take effect on the last day of the current month and that there are no prorated refunds issued for cancellations of Floating Desks, Private Offices, or any other membership. There are no exceptions.

## **12. Indemnification**

You release, and hereby agree to indemnify, defend and save harmless Bronx Coworking Space LLC and Bronx Coworking Space LLC 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 Bronx Coworking Space LLC 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 Terms of Use is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Terms of Use shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

## **14. Insurance**

Bronx Coworking Space LLC 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 Bronx Coworking Space LLC.

## **15. Additional Guidelines**

The Bronx Coworking Space Guidelines, as noted in your Member Terms above, provide policies and procedures to ensure that you enjoy the entire Bronx Coworking Space experience.

### ***Getting Started***

The Bronx Coworking Space team is thrilled that you are becoming a member. Becoming a Member is easier than ever. Simply tour the facility, complete our short interview process, and review your Member terms and just like that you can set-up shop!

### ***The Coworking Experience***

If this is your first time in a co-working environment welcome! If you have done it before welcome back! The Bronx Coworking Space model gives you global access to touchdown space, offices, and conference rooms for business travelers and remote workers. The Bronx Coworking Space



Center at Melrose is unique as it offers boutique offices and services at a fraction of the price. This allows Members to:

- Immediately establish a New York City-based footprint in one of the hottest developing neighborhoods.
- Save time with our easy, flexible, all-inclusive, and turnkey solutions.
- Leverage the broader Bronx Coworking Space community for inspiration, expertise, capital, and talent.
- A corporate environment with a unique company culture.
- Save money through our cost effective pricing and amenities.

#### *Guidelines for the Bronx Coworking Space Experience*

In addition to the Member Terms we have established coworking guidelines which promote a mutual respect of Members at our Bronx Coworking Space Centers.

#### **Respect Your Neighbor.**

Keep your music, conversation, and general noise down. Earbuds are an amazing tool when it comes to enjoying your rock and roll in the office!

#### **Keep it Clean.**

This is fairly self-explanatory. If you make a mess, clean it up. Keep your office space clean – no one wants to be next to a pack rat or a hoarder.

#### **We set up a simple way to keep things tidy.**

1. Members are responsible for cleaning their own offices and putting refuse into designated receptacles.
2. Maintenance staff will pick up office refuse daily except on weekends.
3. Excessive or single large loads that require special pickups in the opinion of management are to be removed by the Member.
4. Containers for recyclable paper, plastics, and glass materials will be available in the refuse room. Recyclable materials placed in these containers are to be kept clean, dry and bundled as appropriate. Disposal of recyclable metals or other materials are the responsibility of the Member.

#### **Live Longer. Don't Smoke.**

You might enjoy tobacco, vapes, or other substances – but we are a smoke free / vape free space.

#### **There are a couple other things like:**

Members shall not (i) use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or (ii) permit or suffer the Premises to be occupied or used in any manner offensive or objectionable to Bronx Coworking Space Management and other members of Bronx Coworking Space by reason of noise, odors, fumes, smoke, vapors, unusual lights including





without limitation spotlights and/or vibration, or (iii) interfere in any way with other licensees or those having business therein.

**This is your office; not your home office.**

The Premises not be used for lodging, or sleeping, for washing clothes, or for any inappropriate, improper, objectionable, immoral or illegal purposes.

The toilet rooms, toilets, urinals, wash bowls, and other plumbing facilities and apparatus at Bronx Coworking Space shall not be used for any purpose other than that for which they were constructed, and the expense of any breakage, stoppage, or damage resulting to such facilities from violation of this rule by Member or its employees or invitees shall be at the sole cost of the Member.

We want your office to reflect your business. Any alterations to a Member's office must be approved before it happens though. Just speak to a member of the Bronx Coworking Space team for details and approval.

**Sometimes we lose our keys.**

It happens. Sometimes we misplace or flat out lose our keys. We want to make sure your privacy and safety are maintained at all times. In addition to mobile phone access to the Bronx Coworking Space Center and front desk reception; private offices are equipped with keyed entry and some Members have private filing cabinet access.

Each Member will receive Member access to the main door and two keys for their private office. *If a Member requests additional keys, there will be an additional charge.*

*For lost keys, there will be a twenty-five dollar (\$25.00) charge for replacement.*

Upon termination of License, *if keys are not returned there will be a three hundred and fifty dollar (\$350.00) charge* to replace the locks on the doors that the Member has keys.

**We love animals, but not everyone does.**

No animals are allowed on the premises with the exception of trained dogs for the vision and hearing impaired.

**Everything else, but the kitchen sink.**

*This is a lot of legal stuff. You should read it.*

All furniture located in common spaces and Bronx Coworking Space staff offices, and desks, chairs, and filing cabinets are the property of Bronx Coworking Space and cannot be removed. Members may bring additional furniture as needed to furnish their private offices.

Members shall be responsible for any damages it causes to the Bronx Coworking Space space,



including the Premises and Common Areas and all furnishings and equipment included therein.

Members shall be responsible for all persons whom the Member admits or allows to be admitted and shall be liable to Licensor for all acts of such persons.

The sidewalk, halls, passages, exits, entrances, elevators, and stairways of the Bronx Coworking Space shall not be obstructed by the Member or its employees or invitees or used by it for any purpose other than for ingress to or egress from the Premises.

The halls, passages, exits, entrances, elevators, and stairways are not for the use of the general public, and Licensor shall in all cases retain the right to control, prevent access to the Bronx Coworking Space' space and to eject from Bronx Coworking Space, all persons whose presence in the judgment of the Bronx Coworking Space management would be prejudicial to the safety, character, reputation and interest of Bronx Coworking Space and its Members, provided that nothing herein contained shall be construed to prevent such access to persons with whom Licensee normally deals in the ordinary course of its business, unless such persons engaged in illegal activities.

Members shall not place anything or allow anything to be placed near the glass of the window, door, partition or wall which may appear unsightly from outside the Premises. No curtain, draperies, blinds, shutters, shades, screens, sun screens or other coverings, hangings, or decorations shall be attached to, hung, or placed in, or used in connection with any window of Bronx Coworking Space without the prior written consent of the Bronx Coworking Space Management.

These Policies and Procedures are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or part, the terms, covenants, agreements and conditions of any license agreement of premises in Bronx Coworking Space. Bronx Coworking Space is not responsible to any Member for the non-observance or violation of Policies and Procedures by any other member.

Bronx Coworking Space reserves the right to rescind any of these Policies and Procedures and to make future Policies and Procedures as in its judgment may from time to time be necessary or desirable for the safety, care and cleanliness of Bronx Coworking Space, and for the preservation of good order therein. Such Policies and Procedures, when made and written notice thereof is given to the Member, shall be binding as if originally included in the Member Terms.

**I hereby acknowledge that I have read and understood all of the terms and conditions contained in this Terms of Use and further agree to be bound to the Terms of Use regarding my participation in the use of the Services.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

