**VENTURE X SAN DIEGO SCRIPPS RANCH**

**MEMBERSHIP AGREEMENT**

This Membership Agreement (the “**Agreement**”) is made DATEREPLACE the “**Effective Date**”) by and between LEEWORK INC., a California Corporation dba “**Venture X San Diego Scripps Ranch**” and herein after referred to as “**VTX SD**”, and **NAMEREPLACE** (“**Member**”) which concerns the licensing for permission to use of that certain office suite **SPACEREPLACE** along with the office space (the “**Licensed Area**”) within the building commonly known as the Willow Creek Corporate Center, located at 10089 Willow Creek Road, Suite 200, San Diego, California, 92131, (the “**Building**”), and the provisioning of Services (as later defined herein). Venture X and Member may be referred to herein each individually as a “**Party**,” and together as the “**Parties**.”

The Parties hereto acknowledge and agree that the use of the Licensed Area and all Services, as defined in this Agreement are subject to the terms and conditions contained herein. VTX SD reserves the right to update this Agreement at any time in its sole discretion. Notice of any updates to this Agreement shall be delivered to Member 30 days before the effectiveness thereof. Notice shall be delivered per Section 17(f) entitled, “Notice”. The Parties hereto acknowledge and agree that this Agreement is a license whereby VTX SD as a licensor is granting to Member permission to use the Licensed Areas and Services as defined herein; this Agreement is not a lease and shall not be construed as granting an interest in real estate under any circumstances whatsoever.

**Agreement**

NOW, THEREFORE, and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Description of License Area**: The description of the licensed office number and areas which Member is permitted to use and the Fees due and payable therewith are detailed in the “**Licensed Area**” rider attached hereto as Exhibit “**1**.” Member shall not use private offices licensed to other members, nor shall Member use private offices that are not designated for general use on a first come first serve basis. Member shall not use any additional fee subscription areas, such as meeting rooms and conference rooms until or unless authorized by VTX SD or reserved in advance.
   1. **Meeting / Conference rooms:** Private Meeting / Conference rooms are only available upon request or reservation. The total reservation time shall include and account for time setting up and breaking down. All reservations are made online through your account portal. Reservations canceled within 24 hours will be charged at the full rate of the room fee. Full-day or weekly reservations require at least 48 hours in advance notice before the scheduled date. Any full-day or weekly reservation canceled within 48 hours will be charged at the full rate of the room rental. It may sometimes be possible to extend the use of the room if your meeting runs longer than expected. To extend your reservation please first confirm availability with the VTX SD team members or consult and book online. Meeting / Conference Room hours allotted to each membership expire at the end of each billing cycle per membership. Room hours for members do not roll over into the following month; “use it or lose it,” except purchased Meeting Room Packages, which expire 1 year from the date of purchase.
   2. **Other Venture X Locations**. VTX SD members with a “Dedicated Desk” or higher, have access to other Venture X locations throughout the world, including connection with other members via Venture X’s online community board. This access allows you to use the common areas (lounge and open workspace) at other participating Venture X locations. Use of conference rooms and other additional amenities may incur additional charges from utilized locations.

1. **Description of Services**: The description of the services which VTX SD is providing to Member per this Agreement detailed in the “**Services**” rider attached hereto as Exhibit “2.”
2. **Term**: The “**Term**” shall be **TERMREPLACE** Month(s) (the "**Term**") commence **DATEREPLACE** (the "**Start Date**")and expiring **EXPIRATIONREPLACE (the** "**Expiration Date**"). This Agreement will be effective when signed by both parties. Membership begins on the Start Date specified above. If the Start Date is a business day, the Member(s) will be entitled to immediately move into the Licensed Area(s). If the Start Date is not a business day, the member(s) will be entitled to move into the Licensed Area(s) on the first business day after the Start Date no earlier than 8:30 a.m. On or before the Start Date we will create your account online and you shall be sent a login and temporary password in a “Welcome Email.”
   1. **Termination by VTX SD.** Membership will terminate (i) upon the Expiration Date (unless extended by both parties in writing), (ii) upon the earlier termination following delivery of notice that you, a Staff Member, or a guest violated the terms and conditions of this Agreement beyond the expiration of any applicable notice and cure period, if any, (iii) upon the termination of VTX SD’s leasehold interest, or (iv) upon VTX SD’s delivery to Member of notice of termination at Venture’s X’s sole and absolute discretion.
   2. **Termination by Member**. Member acknowledges and agrees this is a termed period Agreement and Member is responsible for monthly membership fees through the contracted period. If Member delivers written notice of termination to VTX SD, the Member shall be obligated to pay Fees to the end of the month without proration.

**A 2-month notification of termination is required before the last month of the Term. The Member’s failure to provide such notice shall result in automatic renewal under the same terms and conditions contained herein, whereby the Fees and cost shall be subject to fair market value adjustment but no less than that in effect at the expiration of the previous Term. (e.g. a 6-month term agreement will automatically renew to a subsequent 6-month Term contract). If Members elect to renew this Agreement subject to a different length Term, Fees and cost shall be subject to fair market value adjustment but no less than that in effect at the expiration of the previous Term.**

* 1. **Surrender**: On the last business day of the Term, Member shall vacate the Licensed Areas no later than 5:00 pm and return all VTX SD keys in its possession (i.e. Mailbox, File cabinet, and 24/7 Access card). Following the termination of this Agreement, mail, acceptance of service, and package deliveries will be held or forwarded or held mail or other packages delivered to us unless a Mail Continuation Agreement is executed for an additional 3 months.
  2. **Removal of Property upon Termination**: Before the termination of this Agreement, the Member shall remove all its personal property from the Licensed Areas. Member acknowledges and agrees that any personal property left in the Licensed Areas, if any after termination is considered trash, is valued less than $700.00, is deemed abandoned pursuant to *California Civil Code* §1951.3, and VTX SD may dispose of any remaining such abandoned property as the VTX SD deems fit. Notwithstanding, VTX SD may, without obligation, provide Member with reasonable notice before disposing of any remaining personal property. Member shall be obligated to pay all VTX SD’s costs and expenses reasonably incurred in the storage and/or removal of the personal property including without limitation storage fees.

1. **Fees & Costs**: All Fees and Costs are described in the “Fees and Costs” riders attached hereto as Exhibit “**3**.”
   1. **Fees**. As consideration for VTX SD’s permission to use the Licensed Areas and Services during the Term, and any extension thereof, Member shall cause payment of the Fees to be received by VTX SD in lawful money of the United States on or before the first (1st) day of each month or the date of commencement, whichever is sooner, without offset or deduction. If any invoice prepared by VTX SD is inaccurate such inaccuracy shall not constitute a waiver and Member shall be obligated to pay the amount stated in this Agreement. The Fees for any period during the Term which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Fees shall be made to VTX SD at its address stated herein or to such other persons or place as VTX SD may from time to time designate in writing. Acceptance of a payment that is less than the amount then due shall not be a waiver of VTX SD's rights to the balance of such Fees, regardless of VTX SD's endorsement of any check so stated.
   2. **Activation Fee**. Upon the execution of this Agreement, Member shall pay the “Activation Fee” stated in the Fees & Costs Rider attached hereto as Exhibit “3.”
   3. **Costs**. Member shall pay to VTX SD during the term hereof, in addition to the base Fees, the cost of Services not included in the payment of base Fees pursuant to Member’s level of membership and stated in Exhibit “3” hereto. Costs shall be due and payable thirty (30) days following an invoice therefore.
   4. **Late Fees/ Cancelled Checks/Payment Terms**. Member hereby acknowledges that late payment by Member will cause VTX SD to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon VTX SD by any Lender or its landlord. Accordingly, if any payment shall not be received by VTX SD within five (5) days after such amount shall be due, then, without any requirement for notice to Member, Member shall immediately pay to VTX SD a one-time late charge equal to 5% of each such overdue amount or $50, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs VTX SD will incur because of such late payment. The penalty for any returned check for insufficient funds shall be $50.
   5. **No Waiver**. Acceptance of such late charge by VTX SD shall in no event constitute a waiver of Member’s default or breach concerning such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. If a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Fees, then notwithstanding any provision of this Agreement to the contrary, Fees shall, at VTX SD’s option, become due and payable quarterly in advance.
   6. **Interest.** Any monetary payment due VTX SD hereunder, other than late charges, not received by VTX SD, when due shall bear interest from the 31st day after it was due. The interest **(“Interest”)** charged shall be computed at the rate of 14% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for herein.
   7. **Termination/ Withholding Services**. If you fail to make a Monthly Membership payment or any other amount herein specified and such failure remains uncured three (3) days after written notice thereof, your membership may be terminated by additional written notice, your personal belongings may be cleared from any dedicated spaces and any mail addressed to you and/or your company may be returned to sender.  In the alternative, VTX SD at its sole discretion reserves the right to withhold services for failure to pay Fees or comply with the terms and conditions of this Agreement beyond the expiration of any applicable notice and cure period, if any. Should membership be canceled due to unpaid invoices and a reinstatement is granted, any balances which are in arrears must be paid first before reactivation of a membership.
   8. **Form of Payment**.Absent terms and conditions herein to the contrary,Payment may be by ACH deposit, direct withdrawal from your bank account, Zelle, Venmo, credit card or check. It is your responsibility to maintain a valid payment method on our 3rd party payment platform. VTX SD does not retain any banking or credit card information for payments.
   9. **Membership and Overage Fees**: The terms and conditions of this Section 4 shall remain unchanged during the Term stated in Section 3. VTX SD reserves the right to increase the terms and conditions stated herein following the Expiration Date, or earlier termination thereof.
   10. **Refund Policy:** VTX SD will not return funds for unused prepaid/discounted days or conference hours. Allotted monthly membership services such as conference hours or workdays do not roll over to the following month(s).
2. **Deposit**. Member shall pay a 1 month deposit in the amount of DEPOSITREPLACE. Member shall deposit with VTX SD on or before the Start Date as security for Member's faithful performance of its obligations under this Agreement. If Member fails to make payments when due or otherwise defaults under this Agreement, VTX SD may use, apply, or retain all or any portion of said Security Deposit for the payment of any amount already due, for sums which will be due in the future, and/ or to reimburse or compensate VTX SD for any liability, expense, loss, or damage which VTX SD may suffer or incur by reason thereof. If VTX SD uses or applies all or any portion of the Security Deposit, Member shall within 10 days after written request therefore deposit monies with VTX SD sufficient to restore said Security Deposit to the full amount required by this Agreement. If the base Fees increase following the extension of the Term of this Agreement, Member shall, upon written request from VTX SD, deposit additional monies with VTX SD so that the total amount of the Security Deposit shall always be the same value as the base Fees. VTX SD shall have the right to increase the Security Deposit to the extent necessary, in VTX SD's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. VTX SD shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Agreement, VTX SD shall return that portion of the Security Deposit not used or applied by VTX SD. VTX SD shall upon written request provide Member with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest, or to be prepayment for any monies to be paid by Member under this Agreement. THE SECURITY DEPOSIT SHALL NOT BE USED BY MEMBER IN LIEU OF PAYMENT OF THE LAST MONTH'S FEES. **VTX SD reserves the right to hold the deposit payment in the event of early termination or extensive damage to a private office beyond ordinary wear and tear and casualty.** You shall not be responsible for ordinary wear and tear of the Private Office or the common area.
3. **Use**. Member shall use the License Areas and all Services at the Building in compliance with all codes, laws, ordinances, rules, and regulations of all federal, state, county, and municipal govern­ments, including without limitation all directions, rules, and regulations of the fire marshal, health officer, building inspector, zoning official and/or other proper officers of the governmen­tal agencies having jurisdiction over the Building or Licensed Areas and any similar bodies (collectively, “**Law(s)**”),” including without limitation obtaining any required business licenses required by the city of San Diego. Member shall also use the License Areas and all Services in compliance with the “House Rules” attached hereto as Exhibit “**4**.” It is highly advised that the Member obtains insurance for its personal property and general liability before occupying the Licensed Areas. Accordingly, it shall be a violation of this Agreement subject to immediate termination by VTX SD in its sole discretion for Member to use the License Areas and/or Services for any purpose that is unlawful or prohibited by the terms and conditions of this Agreement including without limitation uses that could damage any real or personal property, disable, knowingly overburden, or impair any VTX SD servers or the networks connected to any VTX SD server, or unreasonably interfere with any other occupant’s use and enjoyment of any licensed areas or services.

Member shall not attempt to gain unauthorized access to any included Services, unsubscribed services, accounts, computer systems, or networks connected to any VTX SD through hacking, password mining, or any other unauthorized means. Member shall not obtain or attempt to obtain any materials or information through any means intentionally made unavailable by VTX SD to Member.

**MEMBER ACKNOWLEDGES, AGREES, AND HEREBY GIVES ITS CONSENT THAT VTX SD ENGAGES IN VIDEO SURVEILLANCE AND MONITORING PRACTICES OF THE LICENSE AREAS. MEMBER FURTHER ACKNOWLEDGES AND AGREES THAT MEMBER HAS NO EXPECTATION OF PRIVACY IN THE LICENSE AREAS EXCEPT IN PRIVATE AREAS SUCH AS RESTROOMS.**

1. **Maintenance & Member Installations**.
   1. **Maintenance**. Subject to the “Office Refresh Fee” (defined in the House Rules) in the amount of Choose an item.due from Member at the end of the Term, VTX SD shall, at its sole cost and expense, perform all maintenance caused by ordinary wear and tear.
   2. **Member Installations**. Subject to VTX SD’s prior written consent, which consent may be conditioned or withheld at VTX SD’s sole, but reasonable discretion, Member shall, at Member’s sole cost and expense, be permitted to install Member's machinery and equipment that can be removed without doing material damage (“**Trade Fixtures**”) and make such other minor alterations including without limitation installing artwork and/or monitors on the walls of private offices (collectively, “**Member Installations**”). Such conditional approval may include without limitation requiring the Member’s hiring of VTX SD’s preferred vendors and paying a $50 fee to VTX SD. Under no circumstances shall any Member Installations involve puncturing, relocating, or removing the ceilings, floors, walls, electrical systems, plumbing systems, HVAC, and/or life safety systems without VTX SD’s prior written consent which may be withheld in VTX SD’s sole discretion.
2. **Authority to Contract**. The Parties hereto each represent and warrant to the other that it has all requisite legal power and authority to execute and abide by the terms and conditions of this Agreement and no further authorization or approval is necessary. Member further represents and warrants that its use of the License Areas and Services will not conflict with or result in any breach of any other license, contract, agreement, or other instrument or obligation to which it is a party.

1. **Collaboration with No Solicitation/ Professional Work Environment**:
   1. **Collaboration With No Solicitation**. Member acknowledges and agrees irrespective of VTX SD’s promotion and encouragement for a collaborative working environment within the VTX SD workspace, Member shall not solicit business from other member licensees, their employees, or invitees (individually a “**Customer**,” and collectively “**Customers**”) absent mutual, beneficial interests and a natural course of developing a consensual symbiotic business relationship. Accordingly, Member shall not engage in sales tactics including without limitation the following:
      1. “Cold Call” VTX SD Customers, their employees, or their invitees;
      2. Add the contact information of other VTX SD Customers, their employees, or their invitees to distribution lists for newsletters without prior authorization;
      3. Distribute handbills, one-page marketing pieces, or coupons;
      4. “Crash” private events, or classes.
      5. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, or any duplicative or unsolicited message (commercial or otherwise;
      6. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
      7. Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information on or through VTX SD internet access;
      8. 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 a limitation, copyright, or trademark Laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
      9. Knowingly 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;
      10. Knowingly 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 the property of another;
      11. Restrict or inhibit any other VTX SD Customers, their employees, or their invitees from using and enjoying non-exclusive licensed areas or Services;
      12. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
      13. Violate any Laws as defined herein; and/or,
      14. Create a false identity for any illicit practice or engage in any acts of moral turpitude.
   2. **Professional Work Environment**. At all times Member shall respect the license areas, work product, and working environment of other Members. Member agrees to be patient and respect that there will be time and place for networking and the exchange of ideas, information, and services.
   3. **Class and Events**: VTX SD intends, without obligation or guarantee, to hold and schedule public and private member networking events and classes to foster entrepreneurial relationships and business opportunities (collectively, “**VTX SD Events**”); some VTX SD Events may be open to VTX SD members, some may be private and closed to VTX SD members. Member will be notified before each VTX SD Event to allow the Member to adjust its schedule and use of the Licensed Areas and Services accordingly. Notwithstanding the foregoing, VTX SD will make good faith efforts to minimize disruption of Member’s use of the Licensed Areas and Services during normal business hours, Monday thru Friday 8:30am - 5pm. Member acknowledges and agrees that VTX SD Events are a vital part of the VTX SD collaborative community and that such VTX SD Events do not pose unreasonable interference with the License’s use and quiet enjoyment of the Licensed Areas and Services.

1. **Staff Members**: Member shall provide the name and contact information of all full-time and part-time employees and independent contractors (collectively, “**Staff Members**”) that will be using the Licensed Areas and/or Services. VTX SD reserves the right to require that all Staff Members execute a similar contract to this Agreement.  VTX SD reserves the right, at VTX SD’s sole discretion to require that all persons using the License Areas provide a copy of a photo ID before entering or using the Services. Member shall not permit any third parties or independent contractors to use the Licensed Areas or Services unless those individuals have entered into independent agreements and are paying applicable fees to VTX SD.

1. **Disclaimer of Warranties**: To the extent permitted by law, VTX SD permits Member’s use of the Licensed Areas and Services in their “as is” condition, “where-is” configuration, and “with-all-faults.” Member acknowledges and agrees no person acting on behalf of VTX SD is authorized to make, and by execution hereof, Member acknowledges and agrees that VTX SD has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, concerning the following:
   * 1. the suitability of the Licensed Areas and Services for all activities and uses which Member may conduct thereon and therewith;
     2. the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Licensed Areas and Services;
     3. the manner, quality, state of repair or lack of repair of the Licensed Areas and Services;
     4. the nature, quality, or condition of the Licensed Areas and Services;
     5. the current compliance of or by the Licensed Areas and Services or its operation with any Laws including without limitation the Americans with Disabilities Act of 1990, or any other law, rule, or regulation governing access by disabled persons;
     6. the manner, condition, or quality of the construction or materials, if any, incorporated into the Licensed Areas and Services;
     7. the presence or absence of hazardous materials at, on, under, or adjacent to the Licensed Areas;
     8. the conformity of the Licensed Areas to past, current, or future applicable zoning or building requirements:
     9. the existence of vested land use, zoning, or building entitlements affecting the Licensed Areas and Services, or
     10. matters referenced, within, or disclosed in public records available to Member as public record by the state of California, and the City and/or County of San Diego, if any.
2. **Americans with Disabilities Act**: The Licensed Areas have not undergone an inspection by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Licensed Areas, VTX SD may not prohibit the Member from obtaining a CASp inspection of the subject Licensed Areas for the occupancy or potential occupancy of the Member, if requested by the Member. The Parties hereby mutually agree that VTX SD may control the time and manner of the CASp inspection if any shall be undertaken by the Member, and that the Member shall at Member’s sole cost and expense (i) be responsible for the payment of the fee for the CASp inspection, and (ii) the payment for the cost and expense of making any repairs necessary to correct violations of construction-related accessibility standards, if any.
3. **VTX SD’s Limitation of Liability**:
   1. **Limitation of Liability**. The terms and conditions of this section shall survive the expiration or earlier termination of this Agreement and shall inure to and be binding on the Parties’ successors and assigns. For this Agreement the term, “**VTX SD** **Parties**” shall mean VTX SD together with its officers, directors, employees, members, shareholders, guests, invitees, licensees, agents, independent contractors, representatives, subsidiaries (whether or not wholly owned), affiliates, servants, attorneys, successors, and assigns, and all persons, firms, corporations, and organizations acting on their behalf and/or any other third person, including without limitation VTX SD’s franchisor. Subject to any laws to the contrary and saving and excepting that caused by the gross negligence or willful misconduct of VTX SD, all VTX SD Parties shall have no liability from any claims, actions, judgments, suits, losses, fines, penalties, demands, costs and expenses and liability whatsoever, including without limitation reasonable attorney’s fees, expert witness fees, and court costs (collectively, “**Non-Recoverable Claims**”) arising out of or in any way related to (i) the Member’s use of, or inability to use, the License Areas and/or Services, (ii) the Licensor’s failure to provide Services, or (iii) Licensor’s breach of any provisions of this Agreement. To the extent permitted by law, under no circumstances whatsoever shall VTX SD Parties be liable for any special, incidental, indirect, punitive, consequential, or other speculative damages whatsoever, including without limitation, damages for loss of profits, loss of confidential or other information, business interruption, or loss of privacy (the “**Speculative Damages**”).

1. **Indemnification/ Waiver & Release**: The terms and conditions of this section shall survive the expiration or earlier termination of this Agreement and be binding on the Parties' successors and assigns.
   1. **Indemnity**. Subject to any law to the contrary and saving and excepting that caused by the gross negligence or willful misconduct of VTX SD, Member shall, at Member’s sole cost and expense, indemnify, defend and save harmless all VTX SD Parties from all Claims on account of any damage, injury, death, or liability occasioned in whole or in part by any VTX SD Party or third parties that stems from Member’s use of the License Areas or Services. In case any action or proceeding is brought against a VTX SD a Party, because of any such Claims, Member shall, upon notice from the VTX SD Party, defend the same at Member’s cost and expense by counsel selected by the VTX SD Party in its sole discretion.
   2. **Waiver**. Member, on behalf of Member’s heirs, personal representatives, successors, and assigns and anyone claiming by, through, or under Member (collectively, the "**Member Parties**") hereby fully and irrevocably releases the VTX SD Parties from all non-recoverable claims and speculative damages that it may now have or hereafter acquire against any of the VTX SD Parties related to the use of the License Areas and other area of the Building, including without limitation the use of the gym which is available to all tenants and occupants of the Building. This release includes claims of which Member is presently unaware or which Member does not presently suspect to exist which, if known by Member, would materially affect Member’s release of VTX SD.

Member also hereby expressly waives any right Member may have under any other statute or common law principle of similar effect in connection with the release given herein Member expressly understands and agrees that the Fees (as later defined) that are due and payable for use of the Licensed Areas and the Services provided has been adjusted by prior negotiations to reflect that the use of the Licensed Areas and the use of the Services is subject to the foregoing Waiver.

The Member hereby acknowledges and agrees they are participating in or using the Services at its own free will and decision. VTX SD shall have no liability concerning Member’s access, participation in, use of the Services, or any loss of information resulting from such participation or use, except to the extent caused by the gross negligence and willful misconduct of VTX SD, the VTX SD Parties.

1. **Insurance**: VTX SD will carry general liability and Business Personal Property insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy and a Business Liability policy to cover damages and injuries that may be sustained by the Member for its equipment while using the Licensed Areas.
2. **Miscellaneous**:
   1. **Waivers.**
      1. **No Waiver Except in Writing**. ' acknowledges and agrees if at any time Member shall be in default in any term or conditions of this Agreement, the acceptance by VTX SD of Fees during the continuance of such default, or the failure of VTX SD to promptly avail itself any rights or remedies VTX SD may have under this Agreement or at law shall not be construed as a waiver of such default. VTX SD in its sole discretion may terminate this Agreement on account of such default at any time during Member’s default prior to cure, if any. The failure of VTX SD to insist upon the strict performance of any provisions of this Agreement shall not be con­strued as a future or ongoing waiver of any such provision or rule. The receipt by VTX SD of any Fees due hereunder with knowledge of default or breach of any provision of this Agreement shall not be deemed a waiver of such default or breach. No provision of this Agreement shall be waived unless absent a written waiver signed by VTX SD. No payment by Member or receipt by VTX SD of a lesser amount than the monthly Fees due and payable shall be deemed to be an accord and satisfaction irrespective of any statement made by Member on any check or any letter accompanying a payment, and VTX SD may accept payment without prejudice to VTX SD’s right to recover the balance due or pursue any other remedy per this Agreement or at law. No waiver by VTX SD in respect to one Member shall constitute a waiver in favor of any other Member.
      2. THE PARTIES AGREE THAT THE TERMS OF THIS AGREEMENT SHALL GOVERN CONCERNING ALL MATTERS AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS AGREEMENT.
   2. **Severability**. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
   3. **Legal Fees & Costs**. In any action or proceeding concerning the performance or terms and conditions of this Agreement, irrespective if founded in tort, contract, or equity, or to declare rights hereunder, VTX SD shall be entitled to recover all costs and expenses from such action. Legal fees and costs shall include without limitation those costs and expenses incurred (i) in the preparation and service of notices of default (ii) preliminary consultation with legal counsel (irrespective if legal action is subsequently pursued), and (iii) attorneys and expert witness fees in connection therewith. (collectively, “**Legal Fees and Costs**”) the right of VTX SD to collect Legal Fees and Costsshall include, without limitation, the defeat or relief of the underlying matters, whether by compromise, settlement, judgment, or the abandonment by Member’s claim or defense. Legal Fees and Costs can be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment and shall not be computed following any court fee schedule, but shall be such as to fully reimburse all costs and expenses incurred.
   4. **Jurisdiction and Venue**. This Agreement shall be governed by and construed under the Laws of California, County of San Diego, City of San Diego. Member acknowledges and agrees any action, suit, or proceeding relating to, arising out of, or in connection with the terms, conditions, and covenants of this Agreement shall be litigated in the courts of the State of California, City of San Diego. Member hereby waives any objection to jurisdiction or venue in any proceeding before said courts. Nothing herein shall limit the right of VTX SD to bring any action, suit or proceeding against Tenant in any other court of competent jurisdiction.
   5. **WAIVER OF JURY TRIAL. VTX SD AND MEMBER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF VTX SD AND MEMBER, MEMBER’S USE OR OCCUPANCY OF THE DEMISED PREMISES AND PROPERTY, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE.**

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VTX SD Member

Initials Initials

* 1. **Notices**. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods:
     1. Hand delivery, whereby delivery is deemed to have occurred at the time of delivery;
     2. A nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day (as defined below) following deposit with the courier;
     3. Registered United States Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or
     4. Electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. Pacific Time on a Business Day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the Business Day on which electronic transmission is completed.

Any party may change its address for purposes of this Section by giving written notice as provided herein. All notices and demands delivered by a Party’s attorney on a party’s behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 17(f). As used herein, the term "**Business Day**" shall mean any day other than a Saturday, Sunday, or a legal holiday on which national banks are not open for general business in the State of California.

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| **To Venture X San Diego Scripps Ranch:** | Attn.: John Lee  Venture X San Diego Scripps Ranch  10089 Willow Creek Road Suite 200  San Diego, CA, 92131  Email: [john.lee@venturex.com](mailto:john.lee@venturex.com) |
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| To Member: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## **Severability; Entire Agreement**. If Any provision of this Lease is found invalid, void, or illegal all other provisions shall remain in full force and effect. This Agreement including the Exhibits hereto constitute the entire agreement between the parties. No predated agreement or understanding shall be effective for any purpose. All modifications of this Agreement must be in writing to be enforced.

## **Time of Essence**. Time shall be strictly construed and is of the essence with respect to the performance of every provision of this Agreement.

## **Headings; Joint and Several**. The headings contained in this Agreement are for convenience only and do not in any way limit or amplify any term or provision hereof

## **Use of the Venture X Name**. Except as Tenant's address, the Member is not permitted to use the name, picture or representation of the Building or the License Areas without the prior written consent of VTX SD, which consent may be denied at VTX SD’s sole discretion.

## **House Rules**. Tenant shall observe faithfully and comply strictly with any House Rules and regulations as VTX SD may from time to time reasonably adopt. VTX SD shall not be liable to Tenant for violation of any such House Rules, or for the breach of any covenant or condition by any other occupant of the Licensed Areas. A waiver of any House Rule for any other Licensee shall not constitute nor be deemed a waiver of the rule or regulation for the Member.

## **Successors and Assigns**. All of the covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

## **Substitute License Areas**. Landlord shall have the right at any time during the Term hereof, upon giving Member not less than thirty (30) days prior notice, to provide and furnish Tenant with space elsewhere in the Project of approximately the same size and with the same general attributes.

## **Survival of Obligations**. Any obligations of Tenant occurring prior to the expiration or earlier termination of this Lease shall survive such expiration or earlier termination.

## **Exhibits**. The Exhibits attached hereto are incorporated herein by this reference as if fully set forth herein.

## **Interpretation**. [The Parties acknowledge that](https://www.lawinsider.com/clause/the-parties-acknowledge-that) they have [read](https://www.lawinsider.com/clause/read) this Agreement, with [opportunity to have it reviewed by legal counsel review](https://www.lawinsider.com/clause/opportunity-to-review), and have [agreed to](https://www.lawinsider.com/clause/agreed-to) all of its terms. The Parties acknowledge and agree the [rule of construction](https://www.lawinsider.com/clause/rule-of-construction) that [a contract](https://www.lawinsider.com/dictionary/a-contract) be construed against the [drafter](https://www.lawinsider.com/clause/drafter) shall not be [applied](https://www.lawinsider.com/dictionary/applied) in [interpreting this Agreement](https://www.lawinsider.com/clause/interpreting-this-agreement), and that [in the event of](https://www.lawinsider.com/clause/in-the-event-of) any [ambiguity](https://www.lawinsider.com/clause/ambiguity) in any of [the terms](https://www.lawinsider.com/clause/the-terms) or [conditions of this Agreement](https://www.lawinsider.com/clause/conditions-of-this-agreement), [including](https://www.lawinsider.com/clause/including) any [exhibits](https://www.lawinsider.com/clause/exhibits) hereto, such ambiguity shall not be construed for or against [either Party](https://www.lawinsider.com/clause/either-party) on [the basis](https://www.lawinsider.com/clause/the-basis) that [such Party](https://www.lawinsider.com/clause/such-party) did or did not [author](https://www.lawinsider.com/clause/author) the same.

## **Insurance**: VTX SD will carry general liability and Business Personal Property insurance. It is strongly suggested the Member obtain a Renters Insurance policy and any other liability coverage it feels is warranted to cover damages and injuries that may be sustained by the Member while using the Licensed Areas.

## [SIGNATURES FOLLOW]

WHEREFORE, the Parties have executed this Agreement as of the date set below their respective signatures, which shall be binding upon both Parties as of the last signature affixed hereto

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| **MEMBER:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Business Name]  By: ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]  [Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]  Date: ­­­­­­­­­­­ **10/1/2023** | **LEEWORK INC., a California corporation dba**  **Venture X San Diego Scripps Ranch**  By: ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  John Lee  [Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]  Owner - Operator  [Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]  Date: DATEREPLACE |  | **VENTURE X SAN DIEGO SCRIPPS RANCH:**  **LEEWORK INC., a California corporation**  By: ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  John Lee, Owner Operator  Date: ­­­­­­­­­­­**9/19/2023** |

**Exhibit “1”**

**Licensed Areas**

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**Exhibit 2**

**Description of Services**

**The Following Monthly Membership Types Include The Following:**

**Community Pass**

* **Access to all Licensed Areas (Lounge, Patios, Kitchen, Coworking Tables and Desks)**
* **High Speed Wireless Internet Access**
* **Complimentary Coffee, Tea, & Snacks**
* **Complimentary Notary**
* **Complimentary Parking**
* **Complimentary Printing/Copying/Scanning**
* **Complimentary Use of Building Gym and Showers**
* **Use of Location for Business Address**
* **Member Only Events**
* **24/7 Keyless Access to Licensed Area (Depending on Tier)**

**Semi-Private Dedicated Desk: All of the Above +**

* **Dedicated Exclusive Use of Sit-Stand Desk, Task Chair, and Mobile Lockable Filing Cabinet within a shared private office**
* **Access to Community Areas of other Venture X locations**
* **Listing on the Electronic Directory**
* **Monthly Conf Room Credits**

**Private Offices: All of the Above +**

* **24/7 Keyless Access to Own Private Office**
* **Privacy Film Upon Request**

**Additional Terms:**

**Exhibit 3**

**Fees & Costs**

**Space:** **Office #xxx**

**Capacity:** Choose an item. **desks**

**Monthly Membership Fee:** **$0.00**

**Activation Fee:** Member shall pay a one-time “Activation Fee” in the amount of **$0.00** per desk upon the Member’s execution of the Membership Agreement

**Meeting Room Credits Per Month:** Choose an item. **hr(s)**

**Costs (Excluding Credit Usage):**

**Rentals: (Member Rates – Subject to Change)**

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| --- | --- | --- | --- |
| **Product** | **Hourly** | **Half Day** | **Full Day** |
| Day Office 1pp (Private office) | 12 | 42 | 72 |
| Quad Pod (4pp) | 12 | 42 | 72 |
| Huddle Room/VC Room | 18 | 63 | 108 |
| Globe Room (8pp) | 37.5 | 131.25 | 225 |
| Galaxy Room (10pp) | 45 | 157.50 | 270 |
| Group Conf/Training Room (25-28pp) | 90 | 315 | 540 |
| Events Space | 200/hr\* | | |
| \*min 2hr (+ $100 Cleanup Fee) |  | | |
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**Misc:**

**Shipping Services-Excludes supply costs – Upon Request**

All mail forwarding requests are automatically billed $10 per time forwarded plus shipping and material fees

**Key Replacement:**

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| 24/7 access key | $15 |
| Salto Fob | $50 |
| Filling cabinet key | $25 |
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**Exhibit 4**

**HOUSE RULES**

**Respect:** VTX SD members shall be highly respectful of all other VTX SD members and their guests. We are a professional workspace, where many companies are developing private and secure work. To keep the culture trustworthy, we ask that if you see someone’s monitor, white/black board drawings, or copies to keep it to yourself, and erase it from your memory.

**Volume Control:** At VTX SD you are welcome to use your phone at your desk, however we have provided alternative areas for more privacy. These areas include the phone booths, couches, the outside seating as well as the conference rooms and any other areas we may designate.

**Pets**: Due to allergies and such, we ask that you do not bring them to VTX SD.

**Internet Usage:** No spamming, posting, or downloading of any files, software, programs, etc., which you are privy to, or that you know or should know are illegal and/or inappropriate. Any use of hacking or misuse of one’s computer within VTX SD’s workspace will not be tolerated and will constitute a breach of the Agreement.

**Liability:** Every member is liable for his or her own belongings, actions, and materials, including without limitation all personal property and intellectual property (collectively, Property”). You shall be liable for all costs and expenses to repair or replace damaged VTX SD Property caused by you or your guests. VTX SD shall not be liable for any damages to Property, irrespective of cause, unless caused by the gross negligence or willful misconduct of VTX SD, our employees, representatives, or agents.

**Guests:** Any guest brought by a member must first sign in at the reception desk. All guests must remain with the member whom they came with. If the Member has been licensed the exclusive use of a private office, or is using an open office, Guests may use in the office without any additional charge. All Members shall be responsible for their guest’s actions.

**Access:** Your access to the Licensed Areas shall be 365-day, 24-hour, 7-day per week access to come in and work whenever necessary. Access shall be via a secured entry (Card, Code, or both). Sleeping overnight is not permitted, and hosting parties or events, or any other purposes shall only be permitted subject to prior approval by VTX SD which may be denied or conditioned at VTX SD’s sole discretion. Monthly Membership charges include use of the Licensed Areas during normal business hours 8:30 a.m. to 5:00 p.m. Mondays through Fridays, exclusive of nationally recognized holidays. The Member shall pay the cost of any fees imposed by the building owner for “after hours services including without limitation utilities, heating and air conditioning. The Member shall pay for scheduled or reserved meeting rooms or event space rental charges not included in the Monthly Membership fees.

**Mailing:** Any mail and/or packages will be placed inside your office. We have no obligation to store those after your membership at VTX SD has ended for any reason. To avoid having your mail sent back to sender, please schedule change of address with your correspondences prior to your termination.

**Access card and Keys:** You may not make any copies of any keys, keycards, or other means of entry to our Premises. You are responsible for maintaining the confidentiality of your password and security of your Access Device.

**Venture X Name:** Venture X owns rights to its name, logo, slogan, and all other property relating to Venture X. The use of this name and property of Venture X without permission will result in legal actions taken by Venture X.

**Other Members:** We do not control and are not responsible for the actions of other members. If a dispute arises between members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

**Private Office**: If you are being assigned a dedicated and exclusive use of a Private Office, such shall be provided with internet access, office furnishings and private access by you and VTX SD only.    
   
**Office Refresh**: At the end of your membership, you are responsible for an “Office Refresh Fee”.  The fee amount is stated in Section 7 of this Membership Agreement.  The refresh fee covers the cost to repair or replace any carpet tiles, patch/repair any nail holes as well as paint any walls within the office(s) that may have been marred during your use.  Any significant damage, such as but not limited to; excessive number of and/or holes larger than ¼ of an inch, peeled paint or wallboard from adhesives, broken furniture (outside of normal wear and tear), broken glass, locks, doors, will be charged at the appropriate cost to cover repairs to the damaged item.