



Membership Agreement

1. General

In consideration for the mutual benefits exchanged by Wheelhouse Cowork LLC (the "Company") and the undersigned ("You", the "Member", collectively the "Parties"), the Parties hereby agree, warrant, consent and covenant to the following terms, conditions, and representations:

2. Behavior

The Member agrees to conduct himself or herself according to the policies that the Company implements from time to time regarding personal behavior in the Coworking space located at 189 Main Street, Suite 3, Gloucester MA 01930 (the "Coworking Space").

3. Membership Details

You are currently subscribing to the following membership category at the Company's Coworking Space: 10 Day Flex Access at \$250.00 per month for one person. Membership categories may be updated by the Member from month to month.

4. No Tenancy

The Company provides Coworking services on an "as is" basis as a service and not as a lease of real property, and disclaims all warranties and conditions, whether express, implied or statutory, including, but not limited to, merchantability, title, quiet enjoyment, possession, fitness for a particular purpose or use, to the extent permitted by law.

You hereby understand, agree and warrant that you are not a tenant and the Company is not a landlord and there is no tenancy relationship whatsoever as defined in any case law or legislation, rules, or regulations promulgated by the Commonwealth of Massachusetts or otherwise.

5. No Residency

The Coworking Space is a commercial facility. Using the location or your membership for the purpose of establishing a personal residence is not permitted. You hereby understand, agree and warrant that you are not a residential tenant at the Coworking Space.

6. Termination

You agree not to use the Coworking Space for any purpose that is unlawful, prohibited, or that

could damage, disable or impair the property of the Company or of other members, or prevents other members from enjoying the Coworking Space, or that would damage the reputation or the business of the Company and the Co-Work Space.

You also agree not to use the Coworking Space in connection with:

- (a) Lottery contests, pyramid schemes, chain letters, junk email, spamming or similar behavior;
- (b) Defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as privacy and publicity) of others;
- (c) Posting, distributing or disseminating inappropriate, profane, defamatory, obscene, indecent, or unlawful material or information;
- (d) Uploading, reproducing, using, performing or otherwise making available, images, software or other material or information which infringes another's rights or is protected by intellectual property laws where you don't own or license such rights; and
- (e) Uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage the computers or property of the Coworking Space or another member.

At the Company's sole discretion, your membership at the Coworking Space may be terminated without cause or for behavior that violates any policies. The Member may terminate membership without cause and with 60 days notice of termination of their membership.

7. Changes

The rules and policies of the Coworking Space may change from time to time. We will notify members of material changes.

8. Non-Disclosure

In your presence at the Coworking Space, you may learn of confidential information of the Company or of its members. Such confidential information may include business information, trade secrets, technology, processes, customers and prospects that is intended to be confidential and proprietary ("Confidential Information"). During the term of this Agreement and thereafter, you hereby agree to not disclose or use Confidential Information without the prior written approval of the disclosing party.

9. Repairs and Maintenance

The Company shall maintain the Coworking Space in good repair and working order. If you notice any problems requiring repair, please notify the Company and it shall be remedied promptly.

10. Liability

You hereby waive and hold harmless the Company, its members, officers, directors, shareholders, contractors and employees (the "Releasees") from any claims, liability, actions, or suits with respect to any damages, injuries or losses you suffer to your person or property,

whatsoever, including as a result of negligence or gross negligence on the part of the Releasees, including but not limited to any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for lost 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 loss) arising out of or in any way related to the Company's services or otherwise.

11. Counterparts

This Membership Agreement (the "Agreement") may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. The Company and Member agree that execution of this Agreement by exchanging scanned, PDF, and/or electronic signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such scanned, PDF, and/or electronic signatures.

12. Severability

If any one or more provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. General

This Agreement may not be assigned without the prior written consent of the Company. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. In the event that a provision in this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect.

IN WITNESS WHEREOF the Member has executed this Agreement as of _____.

Member signature

Member name

Member company (optional)