



## MEMBERSHIP TERMS AND CONDITIONS 2023

The Collective NWX, LLC (DBA Work-Collective), an Oregon limited liability company (the “**Collective**”), operates a private professional collaborative coworking office facility located at 2900 NW Clearwater Drive, Suites 100 - 200, Bend, Oregon 97703 (the “**Premises**”). The undersigned individual or business entity (the “**Member**”) desires to join the Collective’s membership community, and hereby expressly agrees to comply with, and to be legally bound by, each of the following terms and conditions (referred to herein collectively as the “**Membership Terms**”).

1. **Membership Terms and Conditions.** The Member acknowledges that the Membership Terms are subject to change from time to time, in the reasonable discretion of the Collective. The Collective will notify all current members at least 60 days in advance of such changes by posting notice of such changes via email as well as on the Collective’s website and in the member portal. The current version of the Membership Terms will be posted on the Collective’s website and in the member portal, and made available upon request. The Member acknowledges and agrees that the Member’s continued use of the Premises and the Collective’s facilities, resources and services (collectively, “**Services**”), will constitute the Member’s understanding and acceptance of all new Membership Terms, and no further action on the part of the Collective or the Member will be necessary.
2. **Coworking Best Practices.** The Collective is a shared, collaborative, open workspace. To help ensure the success of all members within the Collective community, the Member hereby agrees to employ the following best practices. In the event of any perceived discrepancy between this Section 2 and any other provision of the Membership Terms, the more stringent provision will control.
  - 2.1. **Be Friendly.** Introduce yourself to others and develop relationships with Collective members. Other members can be a great resource for developing and analyzing ideas.
  - 2.2. **Be considerate and respectful of others.** Apply the “Golden Rule” with other members. When finished with a particular item, put it back in its original location, ready for use by the next person. Always keep in mind that the Premises is a shared working environment.
  - 2.3. **Advertise.** For members with “Private Office” or “Designated Desk” memberships: (a) display a logo and advertise with other Members in the Collective community; and (b) share ideas and new information at social events.
  - 2.4. **Headphones.** When desiring to work without interruption, put on headphones. This is the universal “do not disturb” sign. Please respect others that are wearing their headphones. A set of headphones is a “must” for success in any coworking environment, including the Collective.
  - 2.5. **Phone Calls.** Be respectful of other Members and talk on the phone at normal volume with the understanding that open spaces within the Premises are not private and may be noisy from time to time. For private calls or calls that may involve louder than normal volume, use the designated phone room or take a walk outside.
  - 2.6. **Cleanliness.** Always place trash and recycling in the appropriate containers. Always clean up after using the Shared Space. Note that the refrigerator is emptied every Friday.
  - 2.7. **Coffee.** If the coffee is out, make a new pot. Others will appreciate this!
  - 2.8. **Showers.** Each restroom contains a private shower room. Please leave the shower space clean and tidy for the next user.

- 2.9. **Dogs.** Subject to the Collective's dog policy set forth in Section 10 below, dogs are permitted in the Premises in certain cases, but must be kept in the owner's area and under the owner's control at all times. Members take sole responsibility for the Member's dog, including the obligation to promptly clean any mess made or contributed-to by the dog.
- 2.10. **Suggestions.** Inform Collective staff of any suggestions on how to make the Collective and the membership experience better. The Collective is interested in all suggestions from what drinks should be stocked in the refrigerator to what enhancements should be made to the conference room.
- 2.11. **Notify Staff.** Promptly notify Collective staff about anyone who appears to be in the Premises without authorization, and any situation that appears to be in violation of the Membership Terms and/or that may result in injury or damage to any person or property.
3. **Terms and Conditions Relating to the Collective's Facilities and Services.** The Member hereby acknowledges, and agrees to adhere to, each of the following terms and conditions.
- 3.1. **Staff and Building Hours.** The Collective staff will be available on-site during regular business hours, which are 8:30 a.m. to 5:00 p.m. Monday through Friday. The Collective will post holiday hours in advance of the holiday on the Collective website and within the member portal. Collective staff may not always be immediately available during regular business hours. If an immediate need arises during regular business hours, members are always welcome to call Collective staff on their cell phones. Building hours, which are 8:00 a.m. to 5:30 p.m., are set by building management. For members with "Private Office" or "Designated Desk" memberships, the building and the Premises are available 24 hour per day, seven days per week, as needed.
- 3.2. **Member Portal.** The Collective will provide a member portal on its website with the event calendar, conference room calendar, membership billing and billing history and other member-only information. Members are responsible for completing the member profile for the member portal and will be assigned a unique user ID and password.
- 3.3. **Premises Use.** Each member's access to the Services and the Premises shall be consistent with such member's membership category outlined on the member application. Subject to the Membership Terms, all memberships include use of the cafe, showers, meeting rooms, Shared Space and building common areas. Upon execution of the Membership Terms, each member will receive a card key, which will allow access to the Premises, consistent with the member's membership category. Daily flex pass users will not be issued a card key.
- 3.4. **Collective Furnishings.** Each member is free to use the Collective furnishings located within the Premises in accordance with the member's membership category and subject to the Membership Terms. All furnishings are the sole property of the Collective and may not be removed from the Premises. Furnishings may only be moved upon approval of a Collective staff person. Each member will be solely responsible for the repair or replacement, as determined by the Collective in its sole discretion, of any Collective furnishings that are damaged by such member or such member's dog or guest, whether directly or indirectly. The Collective does not make any representations or warranties about the condition of any furnishings or their fitness for any particular purpose or usage.
- 3.5. **Member Furnishing and Belongings.** Members are permitted to leave their personal property on their dedicated desk or private office, as applicable, under each member's membership category. No Member may leave any personal property unattended in the Shared Space. The undersigned Member hereby (a) releases the Collective from any and all liability whatsoever relating to the Member's personal property, (b) acknowledges and agrees that the Member's decision to leave his or her personal property unattended

within the Premises is at the Member's sole risk, and (c) agrees to abide by the Membership Terms at all times.

- 3.6. **Shared Conference Rooms.** Subject to availability and each member's membership category, members are entitled use of all conference rooms within the Premise during the Collective regular business hours. Special arrangements must be made with Collective staff for usage of conference rooms outside of regular business hours. Each member is entitled to a specified number of conference room hours per month, which number is dependent upon the member's membership category. If a member exceeds the conference room hours offered under his or her membership category in any given month, the member will be charged for such additional time at the then-current rates listed on the Collective website. The Member acknowledges and agrees that unused conference room hours do not rollover to future months, and that the Member may not pre-use conference room hours that are designated for future months.
- 3.7. **Shared Space.**
- 3.7.1. **Shared Space Usage.** The Collective cafe, outdoor area, and central area are shared space within the Premises ("**Shared Space**"). Shared Space and other building common areas are available to be used by all members, subject to the Membership Terms. The Shared Space is the primary work area for the "Essential," "Standard," "Enhanced" and "Unlimited" membership categories. The Shared Space may be used by members and their guests on a temporary basis; reserving desks and/or work areas within the Shared Space is not permitted. Personal property should not be left unattended and may not be left overnight, and all Shared Space work areas used by members must be cleaned and items removed when finished working.
- 3.7.2. **Shared Space Events.** From time to time, the Collective will host events for members and/or non-members in the Shared Space. Such events will be primarily after regular business hours, and will be announced in advance on the Collective's events calendar. The Collective staff may reconfigure the Shared Space as needed to accommodate such events.
- 3.8. **Guests.** Members may invite guests into the Premises in accordance with the Membership Terms. All non-member guests must check-in at the front desk upon arrival, and are required to possess and display a valid visitor pass at all times. The Collective staff may promptly remove any non-member guest that, in such staff person's reasonable discretion, is violating any Membership Term or otherwise causing any disruption or nuisance within the Premises.
- 3.9. **Mail and Shipment Receiving.** At the Member's cost, the Collective will accept mail and deliveries on behalf of the Member during regular business hours. Fees payable by members for such services are set forth on the Collective website. During the Member's membership term, the Collective will keep mail until the member is able to pick it up. Beginning on the 8<sup>th</sup> day after a member's membership terminates for any reason, and any time thereafter, the Collective may "return to sender" all mail for the former member remaining in the Collective's possession and subsequently received by the Collective.
- 3.10. **Premises Maintenance.** Regular maintenance of the Premises will be provided by the Collective, including daily cleaning of the Shared Space. Each member will be solely responsible for the cleaning of such member's private office or dedicated desk, as applicable. Garbage and recycling will be emptied daily in the Shared Space. Private Office members will be required to empty the garbage and recycling bins within private offices at least once per week or arrange with Collective staff for garbage removal and recycling, subject to an additional fee as determined by the Collective. The Collective will provide heat and air-conditioning in the Premises during regular business hours. Any maintenance or repair resulting from any action or inaction of a member, or the member's dog or guest, will be billed to such member in the next monthly membership invoice at up to the actual cost incurred by the Collective plus five percent.
- 3.11. **Security.** The Collective provides all members with card key access to the Premises. Card key access is available at the main entrance to the Premises only via the elevator and main stairwell within the building. All

exterior doors are to remain closed at all times until expressly open by Collective staff. The Premises is equipped with security cameras to enhance member safety. For security reasons, the Collective may regularly record via video certain areas in the Shared Space.

- 3.12. **Keys and Card Keys.** All keys and card keys are the property of the Collective and should never be duplicated for any reason. The Member may not lend, share or transfer any keys or card keys to any third party. A lost card fee of \$25 will be charged for any lost card key. "Private Office" members will be provided with a key to lock/unlock the private office door and a key to lock/unlock storage within the office. "Dedicated Desk" members will be provided a key to lock/unlock the personal locker.
  - 3.13. **Network, Internet and IT Infrastructure.** All members may access and use the Collective business networking site, and will have unlimited access to and use of the shared Internet connection. The wired and wireless networks are shared infrastructure. Network abuse may result in immediate termination of membership, in the Collective's sole discretion. The Collective does not make any warranties or guarantees about security and it is each member's responsibility to secure their own personal computers and other device(s) with intrusion detection/prevention software, and to take other security measures.
  - 3.14. **Printers/Copiers/Scanners.** Each member will have unlimited printing, copying and scanning capabilities on the Collective's printers. Large printing/copying requests (more than 30 pages) must be pre-approved by Collective staff. Whenever possible, members are requested to use black and white printing/copying options. If a member abuses the printing/copying policy in the Collective's sole discretion, the Collective reserves the right to assess a surcharge to the member's account and/or assign the member a monthly printing allocation.
  - 3.15. **Showers.** The Collective will make available to its members a shower room in each of the men's and women's restroom facilities. Only one individual (who must be a member or authorized guest) may be in the shower room at a time. The Member agrees to lock the shower room door after entry, and to clean the shower room when finished, leaving it ready for the next user. The Member will immediately report any issues with the shower room to Collective staff.
  - 3.16. **Compliance with Laws.** Each member is solely responsible for ensuring that such member operates, at all times, in compliance with all applicable laws and regulations including, for example, federal and state medical privacy laws and regulations. The undersigned Member hereby acknowledges and agrees that: (a) the Collective has no obligation to modify its operation or business model to accommodate any member or to assist any member with respect to the member's compliance with applicable laws or regulations; and (b) the Member is familiar with and understands the Collective's operation and business model, and the Member has confirmed to its satisfaction that it will be able to conduct business within the Premises in accordance with the Membership Terms while simultaneously complying with all applicable laws and regulations.
4. **Terms and Conditions relating to Member Conduct.** The undersigned Member agrees to adhere to the following terms and conditions, and to require any guests of the Member to do so. The Member acknowledges and agrees that the Collective may immediately terminate the Member's membership and pursue any and all remedies that the Collective may have against the Member under the Membership Terms, at law, or in equity, if, in the Collective's sole discretion, the Member or the Member's guest fails to adhere to any of the following. Neither the Member nor any guest of the Member may:
- 4.1. Use any Services (defined above) for any purpose that is illegal or prohibited under the Membership Terms.
  - 4.2. Use the Services in any manner that, in the Collective's sole discretion, could damage, disable, overburden, or impair any Collective server, or the network(s) connected to any Collective server, or interfere with any other party's use and enjoyment of any Services.

- 4.3. Gain or attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Collective server or to any of the Services, through hacking, password mining or any other means.
- 4.4. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.
- 4.5. Whether intentionally or otherwise, upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, bit torrents, or any other similar software or programs that may damage the operation of another's computer or property of another.
- 4.6. 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 or publicity) unless the Member owns or controls the rights thereto or has received all necessary consents to do the same.
- 4.7. 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.
- 4.8. Not download any file(s) that cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- 4.9. Restrict or inhibit any other user from using and enjoying the Services.
- 4.10. Violate any Membership Terms or guidelines which may be applicable for any particular Service.
- 4.11. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party and the Collective.
- 4.12. Violate any applicable laws or regulations.
- 4.13. Create a false identity for the purpose of misleading others.
- 4.14. Allow any guest to enter the Premises without following the check-in process described in Section 3.8 above.
- 4.15. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise).
- 4.16. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- 4.17. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Collective servers.
- 4.18. Perform any activity that is reasonably likely to be disruptive or dangerous to other individuals or their property.
- 4.19. Use the Services to conduct any activity that is regarded as offensive in the Collective's sole discretion.

- 4.20. Attach or affix any items to the walls, install antennas, or telecommunication lines or devices in the Premises or bring additional furniture into the Premises, in each case without the prior written consent of the Collective.
- 4.21. Misrepresent himself or herself to the Collective community, either in person or online.
- 4.22. Take or copy information belonging to others.
- 4.23. Use the name "Collective NWX" or pictures or illustrations of the Premises in any advertising, publicity or other purpose, without the prior written consent of the Collective.
- 4.24. Use the Premises in a "retail" or other nature involving frequent visits by members of the public.
- 4.25. Except in accordance with the Dog Policy set forth in Section 10 below, bring any animal into the building or the Premises.
- 4.26. Except in accordance with this Section 4.26, possess or use alcohol or illegal drugs, or use any controlled substance(s) in any manner that is inconsistent with applicable law. The Member acknowledges and agrees that from time to time the Collective will host events at which alcohol is served. The Member agrees to make healthy, responsible choices concerning the Member's personal use of alcohol. The Collective does not tolerate reckless drinking, even if lawful, and its consequent harmful behaviors. The Member acknowledges that he or she understands the physical and behavioral effects of alcohol misuse, and will avoid such misuse personally. In addition, the Member agrees to do his or her part to ensure the safety of fellow members and guests. If the Member perceives anyone to be engaged in reckless drinking behavior or to be suffering from its consequences, the Member agrees to promptly notify the Collective staff.

## 5. **Memberships; Payment Terms.**

- 5.1. **Membership Categories; Daily Flex Passes.** The Collective offers a variety of membership categories. All membership categories and fee schedules are set forth on the Collective website. As with the Membership Terms, the membership categories and fees are subject to change from time to time in the Collective's sole discretion. The Collective offers Daily Flex Passes which entitle the holder to a limited scope of Services in a single calendar day. The Collective website contains a description of the fees and scope of Services associated with the Daily Flex Pass.
- 5.2. **Membership Payment and Authorization.** The Member hereby authorizes the Collective to accept payment of all amounts relating to the Member's membership solely by credit card or direct withdrawal from the Member's bank account. If the Member pays via credit card, it is the responsibility of the Member to inform Collective staff promptly of any changes to such credit card and to ensure credit card information is updated prior to its expiration date. If the Member pays via direct withdrawal, it is the responsibility of the Member to deliver to the Collective a voided check from the appropriate account, to maintain a sufficient balance in such account to pay the fees described/referred to in the Membership Terms, and to inform the Collective promptly of any changes to such account. The Member acknowledges that changing the payment method may result in a change in the amount required under the Membership Terms to be held as a security deposit. Only a single checking or savings account or credit card account may be used at any given time to make payments to the Collective. If payment via credit card fails on two occasions, the Collective may require the Member to make payments via direct withdrawal.
- 5.3. **Security Deposits.** Security deposits are required for "Private Office" and "Dedicated Desk" members and are outlined on the membership fee schedule set forth on the Collective's website (the "Fee Schedule"). The Collective may commingle the security deposit with other funds of the Collective. If the Member defaults in the full and prompt payment and performance of any of the Member's covenants and



obligations under the Membership Terms, the Collective may use, apply or retain the whole or any part of the security deposit to the extent required for the payment of any sums as to which the Member is in default or for any such sums which the Collective may expend or may be required to expend by reason of the Member's default in respect of any of the terms, covenants and conditions of the Membership Terms. Provided that the Member is not in default of any obligations under the Membership Terms, the remaining balance of the security deposit, if any, will be returned to the Member no later than thirty (30) days following the termination of membership.

- 5.4. **Billing Schedule.** All membership invoices will be generated on the 20<sup>th</sup> of the month for the next month's Services and delivered to the Member via e-mail and posted within the member portal. The Member should review all charges upon receipt. The Collective will charge or debit the Member's account five days later, on the 25<sup>th</sup> of the month, for all charges due for the next month and any unpaid amounts relating to the current or previous months. All payments must be received in full no later than three days prior to the last day of the month. The Member's account will be considered past due, and the Member will be in default of its obligations to the Collective under the Membership Terms, if payment in full has not been received by 5:00 p.m. of the 28<sup>th</sup> day of any month.
- 5.5. **Late Fees.** If payment for any outstanding fee is not made by the 1<sup>st</sup> of the month, the Member will be assessed a late fee as defined on the Fee Schedule.
- 5.6. **Insufficient Funds Fees.** Should the Member's payment be returned for insufficient funds or invalid credit card information, the Member will be assessed a NSF fee as set forth on the Fee Schedule.
- 5.7. **Past Due Accounts.** The Collective may withhold Services (including, but not limited to, building and network access) or immediately terminate the Member's membership, if any outstanding fees remain unpaid beyond the 1<sup>st</sup> day of any month. When the Collective receives funds from for a member with a past due balance, the Collective will first apply funds to any balances which are in arrears and to the earliest month due. Once past balances are satisfied, any remaining portion of funds received will be applied to current fees due.
- 5.8. **Changes to Fees.** Membership fees may be subject to increase during the Member's membership term. All membership fees are outlined on the Fee Schedule and posted within the member portal and the Collective's website. The Collective will notify members at least sixty (60) days prior to fee increases.
- 5.9. **Refunds.** Except as provided herein, all fees paid to the Collective are not refundable once payment is processed. Refunds may be issued for security and dog deposits when there are no services or maintenance that would apply to the deposit and there are no additional outstanding fees, subject to the Membership Terms. Refunds may also be issued when billing errors occur.
- 5.10. **Notice of changes.** The Collective will provide notice to members via email (using the email address provided by the member) at least sixty (60) days prior of any changes to services, fees, or other updates. It is the Member's responsibility to read such emails and keep the Member's email address updated with the Collective.

## 6. **Membership Term and Termination.**

- 6.1. **Term.** These Membership Terms will be effective and binding upon the Collective and the Member upon the Member's execution hereof. The Member will be entitled to the Services once all deposits and the first month's fees are paid in full. The Member's membership will commence on the date agreed upon by the Member and the Collective (but not sooner than the date on which all deposits and the first month's fees have been paid in full) (the "**Start Date**") and will terminate in accordance with the Membership Terms. If the Start Date is a business day, the Member will be entitled to move into the Premises on the Start Date. If





the Start Date is not a business day, the Member will be entitled to move into the Premises on the first business day after the Start Date.

- 6.2. **Cancellation Prior to Start Date.** The Member may cancel the Member's membership prior to the Start Date upon delivery of written notice to the Collective, and may be entitled to a full or partial refund of the first month's fees upon the following terms: (a) if notice of termination is received by the Collective more than twenty one (21) days prior to the Start Date, the Collective will refund all fees paid by the Member; and (b) if notice of termination is received by the Collective less than twenty one (21) days from the Start Date, the Collective will refund fifty percent (50%) of such fees.
  - 6.3. **Office Space Not Timely Available.** If the Collective is unable to make the office space available by the Start Date, the Collective will not be subject to any liability therefor, nor will such failure affect the Member's obligations under the Membership Terms. In such event, the Member will not be obligated to pay the membership fee until the first month in which the office space is made available. If the office space is not made available to the Member within fifteen (15) days after the Start Date, the Member may terminate the Member's membership by delivering notice of termination to the Collective at any time before the office space is made available. If the Member elects to terminate the Member's membership under this provision, the Collective will refund all fees paid by the Member.
  - 6.4. **Termination After the Start Date.** The Member may terminate the Member's membership by delivering to the Collective an exit form at least thirty (30) days prior to the termination date; Dedicated Desk and Private Office Members may terminate the Member's membership by delivering to the Collective an exit form at least sixty (60) days prior to the termination date, unless otherwise agreed to in writing. Except for terminations initiated by the Collective in accordance with Section 6.5 below, all terminations will be deemed effective as of the last day of the month. Membership fees will not be pro-rated. The Member will remain obligated to adhere to all of the Membership Terms, including the obligation to pay membership fees, through the date of termination. For example, if the Member delivers a 30-day termination notice on March 15, the termination will not be effective until April 30. This Section also applies to changes of membership category initiated by the Member (for example, changing a membership category from "Private Office" to a "Dedicated Desk").
  - 6.5. **Termination After the Start Date by Collective.** The Collective may immediately terminate the Member's membership: (a) upon breach or perceived breach of any of the Member's obligations under the Membership Terms; (b) upon termination of the Collective's rights to the Premises; or (c) at any other time, upon thirty (30) days' prior notice, when the Collective, in its reasonable discretion, sees fit to do so. The Member will remain liable for past due amounts and the Collective may exercise the right to collect payments that are due at the time of termination.
  - 6.6. **Removal of Property upon Termination.** Prior to the termination of the Member's membership, the Member shall remove all personal property from the Premises. After providing the Member with reasonable notice, the Collective will be entitled to dispose of any property remaining in or on the Premises after the termination of the Member's membership without any obligation to store such property, and the Member hereby waives any claims or demands regarding such property or the Collective's handling of such property. The Member will be responsible to pay any fees reasonably incurred by the Collective regarding such removal. Following the termination of the Member's membership, subject to Section 3.9 above, the Collective will not forward or hold the Member's mail or other packages delivered to the Collective.
7. **Member Disputes.** The Member acknowledges and agrees that the Collective does not control and is not responsible for the actions of any members. If a dispute arises between members or their guests, the Collective shall have no liability or obligation to participate, mediate or indemnify any party. The Collective reserves the right to terminate any member's membership immediately, without refund, relating to any dispute involving such member. Harassment of any kind will not be tolerated and may result in immediate termination.



8. **Technology Release.** In order to utilize all of the Services, it may be necessary to install or run software on a member's computer or other device. In addition, from time to time, at a member's request, the Collective or an affiliate of the Collective may troubleshoot problems that a member may have accessing certain Services (such as printing, wi-fi or storage). Regarding the foregoing, the Member agrees that the Collective, and its staff and affiliates, shall have no liability for any damage to any member's computer or other device relating in any way to such technical support or downloading and installation of any software. The Collective shall have no liability whatsoever in the event that any technical support or the downloading or installation of any software voids any manufacturer warranties, and the Collective does not offer any verbal or written warranty, either expressed or implied, regarding the success of any such technical support.
9. **Insurance.** The Member is responsible to maintain, at the Member's own expense, personal property insurance and commercial or general liability insurance covering property loss and damage, injury to other individuals present in the Premises, and prevention of or denial of use of or access to, all or part of the Premises in form and amount appropriate to the Member's business. The Member shall name the Collective as an additional insured on any such policies of insurance. Additionally, said insurance policies shall include a provision providing that such policies will not change or terminate without at least 10 days' prior written notice to the Collective. The Member shall provide proof of insurance upon the Collective's request.
10. **Dog Policy; Insurance Requirements; Liability Release.** The Collective is a dog friendly facility and members are allowed to bring dogs into the building and the Premises, subject to and in accordance with this Section 10. The Member acknowledges and agrees that the Member may come into contact or close proximity with dogs belonging to others. To ensure a harmonious and safe work environment for all members, the Member agrees to adhere to the following:
- 10.1. Prior to bringing a dog into the building or the Premises, the Member must pay the dog deposit, as set forth in the Fee Schedule. This deposit will be refunded only upon termination of membership if no additional cleaning or repairs are necessary due to the Member's dog.
  - 10.2. Prior to bringing a dog into the building or the Premises, the Member must provide written evidence (in the form of a certificate, endorsement or other reasonably acceptable insurance company document) that such Member's liability insurance policy contains no exclusion that would limit the coverage of injury, damage, or other liability to the presence of the Member's dog. The Member must cause the Collective and the Collective's landlord, Clearwater Crossing, LLC, an Oregon limited liability company (the "**Landlord**"), to be named as additional insureds under such policy.
  - 10.3. As required under the Collective's lease for the Premises, all dogs must be approved by the Landlord, and no more than four dogs will be permitted within the Premises at any given time. Further, no more than one dog per member will be permitted. If more than four dog requests are received by the Collective for a given day, the Collective will implement a sign-up and rotation system providing for fair access to all members.
  - 10.4. All dogs must be (a) supervised at all times, (b) clean and not smell, and (c) housebroken.
  - 10.5. All dogs must be socialized and well-behaved towards people and other dogs.
  - 10.6. Each member is responsible for assuring the member's dog is clean and dry before entering the building or the Premises, and that the dog does not disturb others, or negatively impact productivity and concentration within the Premises as determined by the Collective in its sole discretion. This includes barking, pawing, whining or other demands for attention.

- 10.7. Dogs must be current on their vaccinations and be flea and tick free. Prior to bringing a dog into the building or the Premises, the Member must provide proof of vaccination in a form satisfactory to the Collective.
- 10.8. Each dog should be provided a safe and comfortable place near their owner's workspace. Water, food and comfort must be provided as well. Other people's food, the cafe and the conference rooms are off limits to all dogs.
- 10.9. All dogs must be leashed when outside the Premises, and each member is responsible for cleaning up after any mess created by their dog.
- 10.10. Toys that produce loud sounds or squeaks are prohibited.
- 10.11. Destructive behavior will not be tolerated. If a dog causes any damage to person or property, its owner will be asked to leave the Premises and will be liable for any and all costs associated with repairs plus a five percent service charge, as determined by the Collective in its sole discretion.
- 10.12. In the event of an accident or any damage caused by a dog, such dog's owner shall promptly remedy such damage (to the extent possible) at his or her sole expense, after notifying the Collective staff of such incident. If a permanent stain or persistent smell results, then the member will be responsible for the actual cost of professional cleaning to remove the stain or replace the damaged item, plus a five percent service charge, as determined by the Collective in its sole discretion.
- 10.13. The Member hereby releases the Collective, and the Collective's, owners, employees, agents, landlords, lenders, and lessees (collectively, the "**Released Parties**") from any and all liability relating to any injury or damage to the Member's person or property arising from, or relating in any way to, any dogs present within the Premises.
- 10.14. The Member hereby agrees to defend, indemnify, and hold each of the Released Parties forever harmless for, from and against any and all claims, damages, liability, costs, and expenses (including attorney fees) arising from or relating in any way to the Member's dog or the presence of the Member's dog within the Premises. If any such claim, action, or proceeding is brought against any Released Party, the Member will, at the Member's expense, upon written notice from the Released Party, defend such action or proceeding by counsel approved by the Released Party.
- 10.15. The Collective reserves the right deny entrance to any dog at its sole discretion and for any reason.

## 11. **Legal Disclosures.**

- 11.1. **Information Security.** The Collective will use reasonable efforts to protect all confidential information in its possession regarding members. The Collective may disclose information about members as necessary to satisfy any applicable law, regulation, legal process or government request. The Collective will not harvest or otherwise collect information about any member or other party, including email addresses, without the authorization or consent of the disclosing party.
- 11.2. **Our Reserved Rights.** The Collective is entitled to access the Member's private office, designated desk or workspace, with or without notice, for maintenance, safety or emergency purposes. During these times, the Collective may temporarily move furniture contained in the office space. The Collective reserves the right to move or alter any member's private office space. The Collective may modify or reduce the list of Services at any time with prior notice. The Services may be provided by the Collective, an affiliate or a third party. Collective staff will use reasonable efforts to notify members prior to planned maintenance.

- 11.3. **Class Action Waiver.** Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither the Member nor the Collective will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.
- 11.4. **Waiver of Claims.** To the extent permitted by law, the Member, on the Member's behalf and on behalf of the Member's employees, agents, guests and invitees, hereby waives any and all claims and rights against all Released Parties (defined above) arising from or relating in any way to injury or damage, or destruction, theft, or loss of property or person, even if caused or contributed to by the negligence of a Released Party.
- 11.5. **Indemnification.** Subject to the limitations and exclusions in Member's Commercial General Liability policy, the Member hereby agrees to defend, indemnify and hold forever harmless each Released Party for, from and against any and all claims, liabilities, and expenses including reasonable attorneys' fees, arising from or relating in any way to any breach of the Membership Terms, or the negligence or willful misconduct of the Member or the Member's guests or dog(s). If any such claim, action, or proceeding is brought against any Released Party, the Member will, at the Member's expense and subject to the limitations and exclusions in Member's Commercial General Liability policy, upon written notice from the Released Party, defend such action or proceeding by counsel. The Member is responsible for the actions of, and all reasonably foreseeable damages caused or contributed to by, all persons and dogs that the Member invites or permits to enter the Premises. The Member acknowledges and agrees that the Member may be liable for repair and replacement fees of the actual cost of the damage plus five percent.
- 11.6. **Limitation of Liability.** The aggregate monetary liability of all Released Parties to the Member for any reason and under any legal theory, will not exceed the total membership fees actually paid by the Member to the Collective. No Released Party will be liable under any cause of action, for any indirect, special, incidental, consequential, or punitive damages, including loss of profits or business interruption. The Member may not commence any action, or proceeding against a Released Party, whether in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the event upon which the action, suit or proceeding is based.
- 11.7. **Authorization.** The Member hereby represents and warrant that the Member has all requisite legal power and authority to enter into and abide by the terms and conditions of the Membership Terms and no further authorization or approval is necessary. The Member further represents and warrants that the Member's 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 of which the Member is a party. Further, Member may sign Membership Terms and any other required documents on behalf of Member's employees that will use Collective facilities.
12. **Miscellaneous.**
- 12.1. **Binding Effect.** The Membership Terms are binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. Neither the Membership Terms nor any of the rights, interests, or obligations under the Membership Terms may be assigned by the Member without the prior written consent of the Collective.
- 12.2. **No Third-Party Beneficiaries.** Nothing in the Membership Terms, express or implied, is intended or may be construed to confer on any person, other than the Released Parties and the Member, any right, remedy, or claim under or with respect to the Membership Terms.

- 12.3. **Amendments.** The Membership Terms may be amended by the Collective from time to time. The Member acknowledges and agrees that the Member's continued use of the Premises and the Services, will constitute the Member's understanding and acceptance of all amendments, and no further action on the part of the Collective or the Member will be necessary subject to the notice requirements of sections 1 and 5.10.
- 12.4. **Construction.** The captions used in the Membership Terms are provided for convenience only and will not affect the meaning or interpretation of any provision of the Membership Terms. All references herein to "Section" or "Sections" without additional identification refer to the Section or Sections of the Membership Terms. All words used in the Membership Terms will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in the Membership Terms, they will be deemed to be followed by the words "without limitation."
- 12.5. **Further Assurances.** The Member agrees to execute and deliver such other documents and to do and perform such other acts and things as the Collective may reasonably request to carry out the intent and accomplish the purposes of the Membership Terms.
- 12.6. **Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in the Membership Terms.
- 12.7. **Waiver.** Any provision or condition of the Membership Terms may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 12.8. **Governing Law.** The Membership Terms will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.
- 12.9. **Attorney Fees.** If any arbitration, suit, or action is instituted to interpret or enforce the provisions of the Membership Terms, to rescind the Membership Terms, or otherwise with respect to the subject matter of the Membership Terms, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.
- 12.10. **Arbitration.** Any dispute or claim that arises out of or that relates to the Membership Terms, or to the interpretation or breach thereof, or to the existence, validity, or scope of the Membership Terms or the Member's membership generally, shall be resolved by arbitration in Bend, Oregon in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties agree to a single arbitrator.
- 12.11. **Injunctive and Other Equitable Relief.** The Member agrees that the remedy at law for any breach or threatened breach by the Member may, by its nature, be inadequate, and that in addition to damages, the Collective will be entitled to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.
- 12.12. **Venue.** Any action or proceeding seeking to enforce any provision of the Membership Terms or based on any right arising out of the Membership Terms must be brought against any of the parties in Deschutes County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction



of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

- 12.13. **Severability.** If any provision of the Membership Terms is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of the Membership Terms will not be impaired in any way.
- 12.14. **Entire Agreement.** The Membership Terms, as may be amended by the Collective from time to time, constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Membership Terms and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

The Member has executed the Membership Terms effective as of the date set forth beneath the Member's name below.

### Member Information

Member Name \_\_\_\_\_

Business Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**For Internal Use**

Date Received \_\_\_\_\_ Date Approved \_\_\_\_\_