

TERMS & CONDITIONS

We get it, no one likes to read terms and conditions but we want to avoid confusion down the road which is why we explain as much as possible here!

The Basics

WorkLodge and affiliated companies (“TWL”), located at the address listed above (“the Premises”), agrees to provide a membership and applicable license(s) to the undersigned Member (“Member”) to use the assigned office(s) (if any) and the common areas and services of TWL as defined herein (“the Agreement”). “Member” includes the employees, contractors, owners, directors, shareholders, representatives, successors, and assigns of Member.

Agreement Term. The initial term of this Agreement has been outlined in member proposal. If the beginning date is not the first day of the month, then Agreement Charges will be prorated for that initial partial month, and the Term of this Agreement will be calculated from the first (1st) day of the following month. The term runs to the last calendar day of the month of the term.

Monthly Membership Fees. The Monthly Membership Fees for the current calendar month are due and payable in advance on the first day of each month, along with any additional fees and charges incurred during the previous calendar month. To better serve its members and simplify the billing experience, TWL accepts only ACH payments. If Membership fees and charges are not paid by the third (3rd) day of the month, the Member shall pay a late fee of 10% of the Membership fees and charges owed with a minimum late fee of \$100. If you dispute any charges on your monthly invoice, you must bring these disputes to our attention in writing (email is acceptable) within ten (10) days of the invoice date, otherwise all charges are deemed correct, final, due and owing. All membership agreements beginning or renewing prior to Sept. 1 of this calendar year shall be subject to a once a year 4.5% increase on January 1st. Agreements beginning Sept. 1 thru Dec. 31 shall not increase until the following year.

License(s) and Use. During the term of this Agreement, the Member has a license to use assigned office(s) (if any), common areas at the Premises, and contracted for membership benefits and services. Offices and common areas are to be used only for commercially reasonable office use, and no other. Charges and fees are premised on offices and services being used by Member’s Registered Users approved by TWL. If TWL determines in its sole discretion that more persons frequently use offices or services than are reasonable, charges will be increased by the current ‘add-on’ Member fee, available by request at reception.

Retainer. Prior to occupancy and use of the Premises, Member shall pay TWL a Retainer equal to two months’ Monthly Membership Fees. Member may request the return of this retainer (less any unpaid charges, if any) within 60 days of moving out provided there is no event of default, Members has fully complied with all terms and provision of this Agreement, remitted all amounts due and owing to TWL, and surrendered all keys, access cards and fobs, building passes, and all property belonging to TWL. The Retainer will not be kept separate and apart from other funds and will not earn interest for Member. The Retainer is not payment for any Monthly Membership Fees.



It's a License Agreement

This isn't a lease, sublease, or rental agreement and doesn't create any kind of landlord/tenant relationship. It also doesn't grant, give, or convey any estate or interest in any real property. We're simply providing a license to use the workspace you signed up for along with our community areas, and our membership services only.

We reserve the right to move you to other office(s) of similar size and with similar amenities if the need arises.

We're not granting any other rights by this Agreement which means, among other things, that you can't lease, sublease, license, assign, or encumber the space to anyone else at any time.

Renewals

Our agreements automatically renew for the same term unless you tell us (or we tell you) in writing that you want to cancel at least two (2), full, calendar month's before the expiration date.

e.g. if you provide notice on January 15th, your two calendar month's notice will be February and March which means your move out date would be March 31 (or the last business day before that if it's a weekend).



Payments

We only accept ACH (electronic bank transfer) for monthly payments because it's safer, more secure and means there's less chance of anything going wrong. We'll need your banking information and authorization so we can implement this.

We'll process all outstanding payments until paid in full. If a payment fails for any reason, we'll charge a non-payment or late fee. If we accept a late payment as a courtesy that doesn't change our terms or waive our right to declare a default, pursue other remedies etc.

Annual Increases

Our agreements do not increase at renewal, we don't charge 'escalations', 'reconciliations' or any other fee surprises. We have a simple, once a year increase on Jan. 1 each year, that will be capped at no more than 4.5% and no less than 1%. This applies to all agreements that are in effect on or before August 31 of the previous year. If your agreement begins after September 1 you will be grandfathered in until the next January.

Moving in

We move in on the 1st and 15th of each month, prior to 9:00am. Check your workspace and let us know if there's an issue (in writing), within 24 hours. If we don't hear from you, we'll assume all is well.

If you break or damage something, let us know. Don't try to repair anything yourself! We'll take care of it and bill for the repairs / replacement once complete.

Please don't modify your space (painting an accent wall for example). If you'd like to ask, we'll accommodate where we can.

If you're moving in / out any personal furniture or larger items, please schedule this our team and bring moving blankets, dolly's etc. to protect our space. We do this after 5pm on business days and always use the service entrance.

Common Areas

Don't store or use anything that's illegal, could create a fire or other hazard, cause noise,

create smells or odors, uses abnormal amounts of electricity or internet bandwidth, creates a nuisance, may cause an increase in premium or cancellation of TWL's insurance, or offends / disturbs our staff or other members. Animals (other than certified service animals approved by us) are prohibited.

Primary Member

We'll need you to nominate a single representative as our primary contact person. They'll be the only person that can make decisions, changes and receive notices etc. Let us know in writing if this person changes (and include supporting legal documentation).



Everyone else in your team will be a 'Registered User'. Please keep us up to date with any changes in your team via email.

Non-Disturbance

You, your representatives, employees, contractors, guests, and invitees need to dress professionally (think business casual) & conduct business in a professional manner that doesn't interfere with our operations or disrupt / disturb other members.

Children

We love kids, we really do. But we're also a professional workspace which is why we ask you keep children at home unless you're just popping in to pick something up for a few minutes.

House Rules

We publish house rules from time to time, to help all our Members make the most of our workspaces. You agree to follow any practical rules and guidelines we have so that everyone benefits from a great experience.

Accessing your Office

We and our partners (cleaners, maintenance etc.) may need to access your office(s), with or without notice. Securing or protecting confidential material & valuables is your responsibility as we aren't liable or responsible for any damages or losses that happen as a result.

Access Hours

Coworking access is 8:30 am to 5:00 pm, Monday through Friday.

Premium Coworking Membership access is 8:00am-8:00pm, seven (7) days per week.

Office access is 6:00 am to 11:00 pm, seven (7) days per week. 24/7 access is available at no charge, simply let us know.

Security Cameras & Photography

Security cameras may record your movements (and that of any guests), and temporarily store them, and you consent to these measures.

You cannot take photos or video images of our facilities, staff or other Members without our prior, written consent. If you do, this will be an incurable breach and we will own all maintain ownership rights and copyright over all such assets.

Please remember, your image (and your guests) may be captured in photography that occurs within our workspaces from time to time and you consent to this.



Custom Paint

If you'd like an accent wall our contractor is the only approved option and all colors must be pre- approved by us. Simply request a Paint Modification form.

Meeting Rooms

Use of the private meeting rooms are subject to usage fees and should be scheduled in advance. If you're an office member, you'll receive credits monthly at no charge. They don't roll over and can't be given to or shared with other Members.

Additional Heating/Cooling

We heat and cool during Regular Business Hours and Saturday mornings. Outside of regular house just let us know in writing, at least two (2) business days before so we can adjust the schedule. There will be a reasonable charge for this.

Mail

We'll deliver mail daily, before 5:00pm. Packages can't be more than 3ft on any one side and / or 30 pounds in weight. We may hold mail in an open, unsecured area and if you don't pick it up within thirty (30) days we will discard it.

Other benefits

Some benefits are provided because we're nice people but we'll change them up from time to time (think donuts, coffee etc.).

No one in your team may retrieve or consume alcoholic drinks under the age of 21. Anyone over 21 and legally allowed to consume alcohol may only drink one 16-ounce beer, one regular strength cocktail OR one six-ounce glass of wine per eight-hour period;

You agree to defend, indemnify, and hold us and our staff harmless against any and all liabilities and claims arising from the consumption of alcoholic beverages at our facility.

Insurance

You'll need insurance coverage for your business, casualty, and risks, including but not limited to property/casualty coverage and liability coverage in amounts that are reasonable for your type of business. Our insurance will not cover your losses.

You agree to carry an insurance policy(s) naming 'WorkLodge' as an additional insured and waiving the insurer's right of subrogation against us for all your insured losses.



Telephone Services

If you choose our phone provider there will be a minimum term of four (4) months. Then, it's just one full calendar month's notice if you need to cancel. We'll need the phone back in clean, good working order and if it isn't, we'll charge \$250 per device for a replacement.

We don't support third party phone providers.

Internet

We manage bandwidth and internet speeds to protect the overall integrity of our network for everyone's benefit. If we think you're using excessive bandwidth or internet usage (in our sole opinion), we may charge a fee, restrict access, or ask you to purchase your own connection.

Our ability to provide access to our internet and WIFI network is dependent on things beyond our control. Outages can, and will, occur and we aren't responsible if they do. If connectivity is critical to your operations, we strongly suggest you have some type of backup solution (e.g. hotspot on your cell phone) for emergency situations. 100% internet uptime is NOT guaranteed.

You can't setup any kind of wireless network and if you need to setup a server, please let us know beforehand and we'll be happy to help.

You can't do anything on our network that might result in us being blacklisted or offending internet providers, law enforcement or any other government agencies, neighboring businesses,

members, guests or any other persons, businesses, or entities. If you cause issues as a result of your actions we may charge and / or pass along any fees incurred to correct the issue.

Special Cleaning and Damage Fees

If we need to clean, repair, perform maintenance or other services over and above our normal standards as a result of you or your team's actions, we'll pass along the additional fees of no less than \$50 to your account.

It might not always be possible to let you know ahead of time that something needed to be handled (i.e. cleaning up a coffee stain on your floor when the cleaners are working that night).

Default

The following are examples of default:

- (i) Any fees or charges becoming past due;
- (ii) Default of any terms and your refusal to correct within 5 days of being notified;
- (iii) Default of any terms and you are unable to correct;

If you're in default, we have the option to pursue any (or all) of the following remedies without notice:

(i) Immediately terminate this Agreement, enter your office(s), take possession of the contents (which you're hereby granting a lien on). We'll store them for thirty (30) days at which point they'll be deemed abandoned and disposed of without notice or compensation to you. We won't be liable to you for any damages at law or in equity for any property disposed of by us;

(ii) Deny access to the Premises and its office(s);

(iii) Terminate all services provided and restrict access. You'll still need to settle all outstanding monies through the end of your term.

(iv) Any other rights or remedies allowed by this Agreement and law.

No action taken by us is conversion, theft, misappropriation, or anything else. Exercise of any right or remedy doesn't prevent us from pursuing or exercising any other right or remedy which you'll have to pay for including reasonable attorney's fees and costs incurred by us in collecting or enforcing your obligations per this agreement. We charge interest at 18% per annum or the maximum legal rate allowed, whichever is less.

Termination of this Agreement

We can terminate this agreement if:

(i) you are in default as outlined above;

(ii) you breach any other term or provision of this Agreement and don't correct it within five (5) business days of us notifying you; or

(iii) you file for bankruptcy protection under applicable federal laws or have an involuntary bankruptcy proceeding filed against you.

Once you receive written notice from us that we're terminating your agreement (email will suffice) all outstanding amounts shall become immediately due and payable including all remaining membership fees through the end of the term.

You can terminate this agreement by providing two (2) full calendar month's notice in writing but no earlier than the end date outlined in your Membership Agreement.

Cancellation of Membership Agreement

If you need to cancel your agreement before the end date, simply provide standard notice in writing. We don't charge any additional fees or penalties but you will need to pay any remaining amount owed through the end date of this agreement and all obligations will be satisfied.



We rely on our Members honoring their commitment in the same way that you can rely on us honoring ours. Our terms are one of the ways we can invest so heavily to build our incredible workspaces and we appreciate you considering this before signing your agreement.

*** If you have any concerns around the Commitment Length you're choosing please speak to us BEFORE signing this agreement about shorter term options that may be a better fit for your needs.*

Moving Out

We conduct move outs on the last business day of the month when we'll conduct a final inspection of your workspace. You'll need to vacate our facility no later than 4:00pm returning all issued key cards etc.

If you leave anything behind, we'll treat it as abandoned, discarding it on your behalf and you waive all claims against us for the value or use of any property abandoned.

We'll consider all change requests on a case by case basis. If approved;

1. Changes to a larger workspace, (upgrading) will need no notice. We'll terminate this agreement and begin a new agreement for a new term, of the same duration as the original agreement.
2. Changes to a smaller workspace (or spaces), (downgrading) need our standard, two (2) full calendar months of notice. We'll terminate this existing agreement and begin a new agreement for a new term, of the same duration as the original agreement.

The maximum downgrade allowed is no more than a 30% reduction in the overall monthly fees from the original selection.

Practically, this means that:

- a) if your original selection had a monthly fee of \$2,000/mth, the lowest tier of space you may downgrade to would be \$1400/mth, should we grant the request.
- b) if you upgrade in month six (6) of a twelve (12) month term, we would begin a new twelve (12) month term in month seven (7) of the original term.

If any incentives or concessions were made in the original agreement (i.e. construction costs in combining two (2) offices), we'll prorate back the unused months from the date of cancellation of the old agreement.

Confidential Information, Non-Compete, and Non-Solicitation

By working here, you're going to see how we run an amazing Coworking business. Some of that information is trade secret, proprietary, and confidential, belonging to us (such as our business structure, processes, and practices; information about our members, potential members and their business; and documents and electronic information embodying our business and Member data (hereinafter "Confidential Information"). You agree not to use our



Confidential Information in any way that is detrimental to us, our Members or potential Members and to help protect the secrecy of this information.

During the term of this Agreement and for a period of three (3) years afterwards, you agree not to open, operate, own or have any interest in any business similar to, or that competes with or may compete with WorkLodge. You also agree that you won't actively or inactively, alone or with any other person or entity, divert (or attempt to divert) business away from us to anyone else.

During the term of this Agreement and for a period of one (1) year afterwards, you agree not to employ, hire, takeaway, solicit, or attempt to employ or otherwise engage any of our employees that worked for us during the term of this Agreement.

If you breach this obligation, you'll need to pay liquidated damages equal to each that employee's annual salary, or annual income (if paid hourly), for each employee with respect to whom such breach occurs. If the financial impact to our business is greater than this amount, we may pursue other remedies.

The terms and obligations of this provision shall be binding upon Member's owners, shareholders, officers, directors, heirs, successors, and assigns. All Parties are hereby notified in accordance with the Defend Trade Secrets Act of 2016 that you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. You are further notified that if you file a lawsuit for retaliation by an employer for reporting a suspected violation of law, you may disclose the employer's trade secrets to your attorney and use the trade secret information in the court proceeding if you: (a) file any document containing the trade secret under seal; and (b) do not disclose the trade secret, except pursuant to a court order.

Disputes and Arbitration

If a dispute arises between us, we'd really like to work it out reasonably and fairly and so we may choose to seek binding arbitration. You agree to our selection of arbitration and agree to submit to it. Any such arbitration shall be held in Harris County, Texas.

You may object to an arbitrator selected by us only on the basis of actual, non-waivable conflict of interest, and such objection must be supported by evidence admissible under the Texas Rules of Evidence. You hereby waive any right to have any dispute heard, or otherwise participate in a class action lawsuit, collective action lawsuit, or other similar proceeding.

Liability and Indemnity

NEITHER WORKLODGE NOR ITS OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, PARTNERS, AFFILIATES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OUR



FAILURE TO PROVIDE USE OF ANY OFFICE(S), USE OF ANY COMMON AREA(S), TO PROVIDE ANY UTILITY, TO FURNISH ANY SERVICE, OR ANY ERROR OR OMISSION OR DELAY OR INTERRUPTION WITH RESPECT THERETO, ANY INJURY TO PERSON OR DAMAGE TO MEMBER'S PROPERTY, ANY INJURY TO PERSON OR DAMAGE TO PROPERTY OF MEMBER'S EMPLOYEES, CONTRACTORS, GUESTS, CUSTOMERS, CLIENTS, INVITEES, OR REPRESENTATIVES, ALL OF WHICH ARE EXPRESSLY ASSUMED AND WAIVED BY

MEMBER. MEMBER AGREES TO DEFEND, INDEMNIFY, AND HOLD TWL AND ITS OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY LIABILITY ARISING OUT OF USE OF ANY SERVICE, OCCUPANCY OR USE OF THE PREMISES, USE OR OCCUPANCY OF ANY DEDICATED OFFICE(S), USE OR OCCUPANCY OF ANY FACILITIES, ANY ACT OR OMISSION OF TWL OR ITS OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, PARTNERS, AFFILIATES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS, ANY ACT OR OMISSION OF ANY PERSON OTHER THAN MEMBER, AND ANY ACT OR OMISSION OF MEMBER OR MEMBER'S OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, GUESTS, CUSTOMERS, CLIENTS, INVITEES, AND REPRESENTATIVES UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TWL.

MEMBER, ON BEHALF OF ITSELF, REGISTERED USERS, OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AFFILIATED ENTITIES AND PERSONS, EMPLOYEES, AGENTS, INVITEES, GUESTS, SUCCESSORS, AND ASSIGNS (THE "MEMBER GROUP"), HEREBY RELEASES AND DISCHARGES TWL AND ITS OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, PARTNERS, AFFILIATES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL DAMAGES AND CLAIMS THAT MAY ARISE IN FAVOR OF THE MEMBER GROUP RELATED TO OR IN CONNECTION WITH THIS AGREEMENT, OTHER THAN DAMAGES AND CLAIMS ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TWL. THE FOREGOING RELEASE INCLUDES, WITHOUT LIMITATION, A RELEASE OF DAMAGES AND CLAIMS FOR PERSONAL INJURY, SICKNESS AND DEATH AND DAMAGE TO OR LOSS OF BUSINESS AND PROPERTY OF ANY KIND.

TWL SHALL NOT BE LIABLE TO MEMBER FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST BUSINESS, LOST BUSINESS OPPORTUNITIES, AND LOST REVENUES OR PROFITS) OR (II) ANY PUNITIVE OR EXEMPLARY DAMAGES. IN NO EVENT SHALL TWL'S AGGREGATE LIABILITY TO A MEMBER FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY SUCH MEMBER TO TWL DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

THE FOREGOING OBLIGATIONS WILL INCLUDE A DUTY AND OBLIGATION BY MEMBER TO DEFEND TWL AND ITS OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AFFILIATED ENTITIES AND PERSONS, EMPLOYEES, AGENTS, INVITEES, GUESTS, SUCCESSORS, AND ASSIGNS IN CONNECTION WITH ANY PROCEEDING INVOLVING AN INDEMNIFIED CLAIM, AT MEMBER'S SOLE COST AND EXPENSE, INCLUDING BUT NOT LIMITED TO PAYING TWL'S REASONABLE ATTORNEY'S FEES AS INCURRED BY TWL ON AN ONGOING BASIS, ARBITRATION FEES AND COSTS, COURT AND LITIGATION COSTS, AND RELATED COSTS AND EXPENSES.

Warranty Disclaimer



The Premises and WorkLodge facilities (including but not limited to dedicated offices, common areas, and furniture, furnishings, equipment, and services provided by us) and any related membership benefits are provided to Member AS IS/WHERE IS. All warranties, whether express, implied, statutory or otherwise, including the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

Force Majeure

WorkLodge shall not be in default of any obligation of this Agreement, and shall not be liable or responsible for any damages or delays or failures to provide services, caused by conditions beyond our control (“Excused Delays”). Such causes include, but are not limited to, the availability of required equipment and materials, labor and services from third parties, acts of or disputes with Member or third parties (for which we are permitted to suspend services and performance until resolved), civil unrest, strikes, lockouts, fire, acts of God, inclement weather, fuel shortages, flooding or water intrusion, earthquake, other casualty or occurrence which interferes with normal scheduling and performance of work or services, or failure of Member to make decisions or to promptly tender payments. We are also not liable or responsible for unexpected increases in costs of services, utilities, equipment, labor, materials, and supplies caused by conditions beyond our control.

Right to Relocate Facility

We reserve the right to relocate the Premises and/or facilities to, and replace the Premises and/or facilities with, another facility located within a 10-mile radius of your selected location without being in breach of this Agreement.

Notices

All notices, requests, consents, claims, demands, waivers and other communications will be in writing and delivered by hand, email or any recognized postal carrier. For general items, we may provide notice through general postings inside the facility or via our regular, email newsletter.

No Waiver of Remedies

The specific remedies provided to us in this Agreement are in addition to all other remedies that may be available by law or in equity. Any waiver of any provision or obligation of this Agreement must be in writing and signed by the waiving party. If we choose not to strictly enforce any provision of this Agreement, or we accept payments from you, this does not constitute a waiver and will not prevent us from strictly enforcing any provision or obligation of this Agreement in the future. No acceptance of money by us will be deemed a waiver of any default by Member, regardless of any notation on such payment from Member (if any).

No Assignment by Member

Member’s rights, duties and obligations under this Agreement may not be assigned without our prior, written consent. We may assign our rights, duties or obligations to an affiliated entity or to an acquirer of the assets, equity or business of WorkLodge without your consent.



Business Relationships

No joint venture, partnership, employment, or agency relationship exists between the Member and WorkLodge as a result of this Agreement.

Invalidity

Should any of the provisions of this Agreement be declared unenforceable by an arbitrator or court of competent jurisdiction, in lieu of declaring such provision unenforceable, the arbitrator (or court), to the extent permissible by law, shall, at our request, revise or reconstruct such provisions in a manner sufficient to cause them to be enforceable. The invalidity or unenforceability of any provision to this Agreement will not affect the enforceability of the rest of the Agreement.

Complete and Only Agreement

This Agreement (i) contains the complete and entire understanding and agreement of the Member and WorkLodge with respect to the subject matter hereof; (b) supersedes all prior and contemporaneous understandings, conditions and agreements, oral or written, express or implied, in connection with the subject matter hereof; and (c) except as otherwise provided herein, may not be modified. This provision does not impact, waive, or compromise in any way our right to amend, supplement, or otherwise change the Lodge Rules.

Construction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule.