

Cowork Frederick

Membership Agreement

Cowork Frederick, a DBA under Ferguson Holdings, LLC, was created to foster and support a coworking community in Frederick, MD. We provide members access to that community and space to work with amenities such as desks, printers, and Internet access. In exchange, we charge a monthly fee based on usage.

By signing this agreement, you agree to the following:

- 1. Payments.** You agree to pay all fees in a timely manner. We will set up an automated monthly payment, which will include your monthly membership fee and may also include fees for additional days or other fees incurred under the terms of this agreement. If we notify you that your payment did not post for any reason, you must promptly make payment within two days or a late fee may be applied.
- 2. Membership Changes or Cancellations.** The minimum membership duration is two full calendar months. Beginning in month three, your membership will be renewed on a month-to-month basis at its current level unless we're notified of a change. If you request a change to your membership level, it will take effect the next billing cycle. You must provide a minimum of 30 days' notice to terminate your membership. Membership fees are due through the date of membership termination. Change requests and cancellations must be communicated to us in writing (email is acceptable).
- 3. Building Access.** If you are given an access token (key fob or card) which allows you to access the building at 122 E Patrick St during the hours allowed by your membership level, the following applies. You shall not give your access token to others. You must notify us in writing within 24 hours if you lose your token. If this agreement is terminated for any reason, you must return the token within 24 hours. If you don't return the token or need a replacement, we may charge you a \$20 fee under the terms of item 1 above.
- 4. Liability.** You are responsible and may be held financially accountable for harm or damage caused by an action or inaction on your part or the part of any guest you bring into Cowork Frederick. "Guest" means any non-member of Cowork Frederick who has entered the space at your invitation or otherwise participated in services or events you sponsored or hosted at the space. We recommend you maintain insurance, appropriate to your business, to cover liability, loss, theft, damage and the like. Our insurance does not protect you or your business.
- 5. Privacy.** We coworkers work in close proximity to others. You agree to not inappropriately share, reproduce, or use or attempt to obtain information or materials of any member or their business not intentionally made available to you. Also, Cowork Frederick is not liable for any misappropriation of private, trade secret information or business information by members or guests.
- 6. Consume alcohol, food, or anything else responsibly and at your own risk.** Cowork Frederick, its members, Glen Ferguson, Julia Ferguson, or Ferguson Holdings LLC have no liability for illness, accidents, or any bad thing that results from your consumption of a substance of any kind at Cowork Frederick.
- 7. Obey the law.** You agree not to use Cowork Frederick for any purpose that is unlawful or prohibited, including doing anything that would damage, disable, or impair any property of Cowork Frederick or its members or the members themselves. If you break the law, your membership and any future access under any circumstance will be terminated immediately.
- 8. Abide by Cowork Frederick Playground Rules.** By joining Cowork Frederick, you agree to abide by community rules. Those rules may change at any time and will be effective immediately upon notice.

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Cowork Frederick provides use of its space and equipment as a service and not a lease of real property and disclaims all warranties and conditions, express, implied or statutory, including but not limited to merchantability or fitness for a specific purpose or use. Risk of your use of Cowork Frederick lies with you.

Cowork Frederick reserves the right to disclose information about you, your participation in and use of the services Cowork Frederick provides necessary to satisfy any applicable law, regulation, legal process, or governmental request. You permit us to publish information about you or your business, including but not limited to, your name, company name, industry, title, and URL. You permit us to take pictures of you working in our space or at Cowork Frederick events and to use them at our discretion. We may also edit, refuse to post or remove any of your information, materials, or belongings in whole or in part from our website(s), social media pages, or premises. This will all be done at Cowork Frederick's sole discretion.

Cowork Frederick reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with this agreement.

By signing this agreement, you represent you have the authority to do so and in doing so are not violating any agreement you have with any other party. You understand that, while membership in Cowork Frederick has many benefits, it does not empower you to make binding representations or agreements on behalf of Glen Ferguson, Julia Ferguson, Ferguson Holdings LLC, Cowork Frederick or any of its members. Oh, and, this is all legal in the State of MD.

Member Signature

Member Name (printed)

Date

Cowork Frederick Signature

Name (printed)

Date

Membership level (may change per item 2): _____ Start date: _____

Initial fees due:

| Description | Amount |
|--|--------|
| Prorated fees for partial month (does not apply to Flex- and Some-time memberships) | |
| 1 st and 2 nd full month's membership fees (minimum membership is 2 full months) | |
| Credit for Day/Guest Pass | |
| TOTAL | |

Next payment due: _____

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CONTACT INFORMATION

Company Name: _____ Job Title: _____

First Name: _____ Last Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Website: _____ Twitter Handle: _____

Industry: _____ (e.g. web, journalism, etc)

Emergency Contact Name: _____

Emergency Contact Phone: _____ Email: _____

CREDIT CARD AUTHORIZATION

We require all members to keep a credit card on file with us. Of course, we protect this information and keep it confidential.

Visa / MasterCard / American Express Card Accepted

Name on card: _____

Card Type: _____ Exp Date: _____ Zip Code on Card: _____

Card Number: _____ CCV: _____

I authorize Ferguson Holdings, LLC (d.b.a. Cowork Frederick) to charge my credit card monthly for my membership fee as well as any unpaid fees for services (e.g. extra meeting room rental, locker) I have used. Additionally, this credit card can be charged the cost of repairing damage to the building at Cowork Frederick caused intentionally or through my own negligence or that of my guests. I will notify Cowork Frederick of any exception I might have to these charges as documented by the invoices provided to me within 10 business days of the charge.

This authorization is to remain in full force and effect until Cowork Frederick has received written notice from me of membership termination. Note that 30 days' advance notice of termination is required.

Signed: _____ Date: _____