Coworking Agreement

This is a Coworking Agreement ("Agreement") between Client ("Client," "we," or "us"), and the undersigned organization or individual ("you").

Background

We are a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code dedicated to [_________] through the provision of vital resources, including [_________] and low-cost coworking and event space.

In line with our mission, we are committed to providing a creative, productive coworking environment for people working in [_____] in a dedicated space located at [_____] ("Facility"). We’ve agreed that you will become a member of our coworking community on the basis set out in this Agreement.

Welcome to our community.

1. Coworking Membership

1.1 Membership Type and Quantity
As a coworking member, you will have access to the Facility, workspaces, and other resources as described in this Agreement. We offer three types of memberships – Dedicated Desk, Open Desk, and Virtual Office – with different levels of access and resources. You will receive the type and number of memberships specified in the Coworking Membership Plan attached as Exhibit A ("Plan").

1.2 Term
Your membership will begin and end on the dates specified in the Plan.

1.3 Membership Fee; Annual Services Contribution
You will pay to us the membership fee and annual service contribution in the amounts, by the dates, and by the method specified in the Plan. We'll send you an invoice before the due date for each payment.

1.4 Fee Increases
We may increase the membership fee or annual service contribution amounts [once a year] in our discretion. We will inform you of any increase no later than 60 days prior to the effective date of the increase. You will pay the new amounts as of and after that date.

1.5 Payment Methods
You will make payments by one of the following methods:

- **Check:** You may pay by check made out to "[_____]" and mailed or hand delivered to our Space Program Director or Administrative Coordinator.

- **Debit/Credit Cards:** You may pay by debit or credit card; these payments may also be set up for automatic debiting. Please see our Space Program Director to set up this option.

- **Fiscal Sponsorship Program:** If you are also a member of our Fiscal Sponsorship Program, you may pay by submitting a Request for Payment to deduct funds from your sponsorship account. Please see our Space Program Director to set up this option.

1.6 Organization Members
If you are an organization, one individual designated by your organization will be responsible for managing the relationship with us.

Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.
2. Member Resources

2.1 Mailing Address, Sorting and Delivery
You may use Client’s address (__________) for business purposes. We will receive and hold your mail and packages, which you can pick up at your convenience. If you are a Virtual Office member, you may request that we forward your mail to you each week.

2.2 Facility Access
You may use the Facility during the days and times specified in the Plan. If you are a Virtual Office member, you may use the Facility if you rent one of our spaces, subject to availability. Please contact our Space Program Director to make arrangements.

2.3 Access System; KISI Account
You may enter the Facility using our access system KISI. We will provide one KISI access account per membership. You may request additional KISI accounts or short-term guest access by contacting our Space Program Director; we will have sole discretion to determine whether to provide such additional access. You will provide an email address for each person requiring access and will inform our Space Program Director immediately of a staff or personnel change so we can revoke access.

2.4 Discounted Space Rentals
We rent meeting, event, and rehearsal spaces in the Facility for nonmembers, nonprofits, and others. You may rent those spaces at the discounted rates set out in Exhibit B. We may adjust the rates set out in Exhibit B from time to time. We will provide you with an account on our internal calendar reservation system (_____) to schedule rentals. We will send you an invoice mid-month for the previous month’s rentals, in conjunction with the invoice for the next month’s membership fee (for example, an invoice for April rentals and the June membership fee is issued in mid-May).

2.5 Meeting Credits
Each month during the term of your membership, you will accrue the meeting credit amount specified in the Plan. You may apply these credits towards the payment for renting any meeting, event, or rehearsal space in the Facility. You may not apply meeting credits towards any other amounts due under this Agreement, including membership fees, the annual services contribution, shelf rental fees, or print/copy charges. At the end of each month and the end of your membership term, unused meeting credits will expire and you will not be entitled to any cash payment for the unused meeting credits.

3. Dedicated and Open Desks
These terms apply to Dedicated Desk and Open Desk members.

3.1 Workspace and Hours
You will receive the type of workspace with furnishings, storage, and other features, and may use it for the number of hours, as specified in the Plan. Dedicated Desks are exclusive to a member; Open Desks are available for use by any Open Desk member.

3.2 Switching and Sharing
Dedicated Desk members may not switch their desk to another workspace location, without first obtaining our written approval. If you are a Dedicated Desk member that is an organization, anyone on your staff may use the desk; we ask that only one individual use the desk at a time. Open Desks may be used only by a designated individual and may not be shared with anyone else, including others on your organization’s staff, if applicable.

3.3 Workspace Decorations
We want to make your workspace a home away from home. General decorative items such as plants, photos, and art work that fit on your desk are welcome. If you would like to include additional or other types of decorations, please contact our Space Program...
Director in advance for approval. We will work with you to accommodate your decoration or design requests, subject to the following:

- Only Client staff may rearrange or move any furniture or fixtures, including artwork.
- You may not use any nails, screws, staples, or any other penetrating items on walls, wood, floors, or any other part of the Facility.
- No glitter or confetti is allowed in the Facility.
- You will properly remove any tape or other form of adhesive.

3.4 Printing, Copying, and Scanning
You may use our business-class printer to print, copy, and scan documents in the amounts specified in the Plan.

3.5 [_____] Meeting Room
You may use for free [_____] meeting room for phone calls and small meetings.

3.6 [________] Events
We may schedule events in the [_____] Space, which is adjacent to the coworking desks. These events usually take place on weekends or weekday evenings after 6:00 pm. You may use your workspace so long as you do not disturb the event. If we schedule an event in the [_____] Space during weekday business hours, we'll make reasonable efforts to notify you in advance to minimize disruption. The schedule for [_____] Space bookings is also visible to you on [______].

4. Facility Use

4.1 Care and Maintenance
We will maintain the Facility and the equipment made available to you in good condition and repair. You will use due care at the Facility and any workspace you use. You will keep your workspace clean and in good order, and use it in compliance with any policies or guidelines we give you. You will let us know promptly if you or others damage the Facility or any workspace, and you will cooperate with us to repair the damage if necessary.

4.2 No Animals
No animals are permitted in the Facility for any reason, with the exception of service and therapy dogs.

4.3 No Bicycles
Bicycles are only allowed in a specified location in the ground floor lobby. Building security may confiscate any bicycles found elsewhere in the Facility.

4.4 Compliance with Laws and Client Policies
You will comply with all applicable laws applicable including, without limitation, laws relating to fire safety and materials use, public health, mail or wire fraud, and any other Client policies or guidelines.

4.5 No Libel or Infringement
If you hold a rehearsal or event in one of our spaces, you represent and warrant that any performances will not constitute libel or defamation and will not conflict with any agreements with, or infringe or violate any rights of, any third party, including any copyrights, rights of publicity, trademark, or other common law or statutory intellectual property rights.

4.6 Media Release
We may film, tape, photograph, interview, and otherwise document the coworking or meeting, event, and rehearsal spaces in the Facility. We'll make reasonable efforts to notify you in advance if these materials will include you, your guests, or your workspace.
All such materials and all copyrights in these materials will be our property and may be made available on our website, in our publications, or through any other media.

4.7 Health, Safety, and Environment
You acknowledge that we may require you to take such actions as may be specified by us as a result of city, county or other government public health laws, orders, or guidelines, including, without limitation:

- requiring you and your guests to wear masks
- checking temperatures upon entry
- limiting attendance at your meetings or events after invitations are extended
- take such other actions as we deem appropriate in view of public health and Client staff safety

As a result of these laws and guidelines, we may also:

- implement distancing measures, including modifying workspace arrangements or installing barriers
- adjust the days, times, or number of hours you may access the Facility
- limit access to certain parts of the Facility

We may implement, at our discretion, requirements that go beyond binding public health directives from the government.

4.8 No Representations
You acknowledge that we are not making any representations, warranties, promises, or guarantees of any kind about the quality, condition, or suitability of the Facility for your work. We will make the space available to you strictly in its present “as-is” and “with all faults” condition.

4.9 License Not Lease
You acknowledge that your right to use the Facility is a revocable license only and does not constitute a grant of any ownership, leasehold, easement, or other property interest in any Client property.

5. Community

5.1 Community
You understand that the Facility is a shared space. We aim to promote a creative, productive coworking environment for people working in [____], culture, and the nonprofit sector to connect and thrive, and hope that coworking members enjoy a creative atmosphere and opportunities to share skills and increase productivity. To those ends, we expect you and everyone else working here to be responsible, respectful, and supportive community members.

5.2 Common Areas
You have access to the common areas in the Facility, including bathrooms and communal kitchen. We ask you to use these common areas in a respectful manner, including helping to keep them clean and ready for use by others.

5.3 Noise
You acknowledge that the Facility is located within a multi-tenant complex. You will maintain a reasonable volume and will reduce your volume at our instruction.

5.4 Conduct
You will be responsible for your own conduct and your guests’ conduct. You will ensure that you and your guests:
• not use drugs, smoke, or vape in the Facility or within 25 feet of the building entrance;
• not engage in violence of any kind in the Facility;
• not bring firearms, other weapons, or illegal substances of any kind into the Facility;
• not engage in conduct deemed disorderly at the sole discretion of Client staff; and
• use the Facility in a considerate manner at all times.

[5.5 Harassment and Discrimination
You will not harass, discriminate, retaliate, or be abusive toward any coworking member, Client staff, or other person at present in the Facility, including, without limitation, engaging in any verbal, physical, written, or visual harassment, discrimination, or retaliation on the basis of race, religious creed, color, national origin, disability, sex, gender identity, gender expression, age, sexual orientation, or other characteristic protected by the law.]

5.6 Complaints
We do not control and are not responsible for the actions of other coworking members. If you have complaints about the noise or conduct of other coworking members or others present in the Facility, you may report them to our Space Program Director or other Client staff.

6. Damage, Indemnification, Waiver, and Liability

6.1 Personal Property Security
We will not be responsible for the loss, theft, or damage of any equipment, supplies, or other property belonging to you or your guests. You assume the risk of all such losses.

6.2 Damage and Thefts
You will be responsible for any and all damage to or thefts from the Facility caused by you or your guests. We will invoice you for the cost to repair damage or replace items. Unless otherwise specified in the invoice, you will pay the amount specified on the invoice within 10 days after the date of the invoice.

6.3 Insurance
Dedicated Desk and Open Desk members are responsible for obtaining and maintaining general public liability and personal property damage insurance. The insurance policy must:

• provide coverage for bodily injury, property damage, personal injury, and other losses;
• have a single limit of liability of at least $[_____] and general aggregate liability of at least $[______]; and
• name Client, Client Parties, and [______], LLC as additional insureds.

If applicable, you will provide us a certificate of insurance evidencing this coverage no later than 10 days after signing this Agreement.

6.4 Indemnification
You will defend, indemnify and hold harmless Client and its directors, officers, employees, volunteers, and agents (collectively, “Client Parties”), from and against any and all claims, liabilities, losses, damages, expenses, and attorneys’ fees arising directly or indirectly from your use of the Facility or your performance of or failure to perform any of your obligations under this Agreement, including, without limitation, claims by visitors, Client staff, or other third parties arising from actions of or interactions with you or your guests, except to the extent the liability is solely caused by the relevant Client Party’s gross negligence or willful misconduct.
6.5 Limitation of Liability
Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise, will any Client Party be liable to you for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if the Client Party has been advised of the possibility of such damages.

6.6 Waiver of Liability
To the extent permitted by law, you waive and release any and all claims against all Client Parties, under tort, contract, equity, or any other theory, for any liability, loss, damage, expenses, and attorney's fees arising from your presence or activities at the Facility, regardless of the cause (including from the health threats of COVID-19 or other infectious diseases). You will not sue any Client Party on the basis of these waived and released claims.

6.7 Awareness and Assumption of Risks
You understand that your use of the Facility has risks, including, for example, unavailability of resources, equipment failures, or exposure to infectious diseases. Risks may also arise from your own actions or the actions of others, including other coworking members or guests. With this awareness, you are knowingly participating as a coworking member, choosing in your own discretion to use the space and resources we make available to you, and you knowingly assume the risks of injury, illness, death, property damage or loss, financial obligation, loss of privacy, and all other consequences.

6.8 Force Majeure
We will not be required to perform or be held liable for any failure to perform our obligations due to a Force Majeure Event. For purposes of this Agreement, “Force Majeure Event” means any act of God, fire, flood, earthquake, natural disaster, war, act of terrorism, civil disorder, unauthorized strike, governmental order, pandemic (including the health threats of COVID-19 or other infectious diseases), quarantine, recognized health threat, interruption of public utilities, curtailment of transportation systems, inability to access the Facility, or other cause beyond our reasonable control. We will notify and consult with you regarding the Force Majeure Event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out our obligations.

7. Termination

7.1 Termination for Non-Payment
We may terminate this Agreement by giving written notice to you if you fail to pay membership fees or other amounts you may owe us under this Agreement on time. Such a termination will be effective upon delivery of a notice to that effect by us to you.

7.2 Termination for Conduct or Reputational Harm
We may terminate this Agreement if we determine in our sole discretion that (a) you have engaged in violent, dangerous, or unsafe conduct in or near the Facility, (b) you have harassed other coworking members, guests, or Client staff or made them feel unsafe, (c) your conduct is inconsistent with maintenance of a safe and supportive community at the Facility, (d) you have breached this Agreement, or (e) based on information not known to us at the time this Agreement is signed, we determine that a continued association with you would materially adversely affect our reputation or fidelity to our mission. Such a termination will be effective upon delivery of a notice to that effect by us to you.

7.3 Consequences of Termination
Upon termination of this Agreement, we will have no further obligations to you and we will owe you no refunds. Following the termination of this Agreement, (a) we will not forward or hold mail or other packages delivered to us, and (b) you will leave your workspace, if applicable, in a clean and orderly fashion and remove all of your and your guests’ property from the Facility. After providing you with reasonable notice, we will be entitled to dispose
of any property remaining in the Facility after termination of this Agreement. Sections 6.1 - 6.2, 6.4 - 6.7, 7.3 and 8 will survive the completion or termination of this Agreement.

8. General

8.1 Entire Agreement
This Agreement, including its exhibits, expresses the final, complete, and exclusive agreement between you and us, and supersedes any and all prior or contemporaneous written and oral agreements, negotiations, communications, or course of dealing between you and us relating to its subject matter.

8.2 Amendment
This Agreement may be amended only as stated in and by a writing signed by both you and us which recites that it is an amendment to this Agreement.

8.3 Waiver
Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

8.4 Severability
If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

8.5 No Assignment
This Agreement is personal to you and may not be assigned by you to a third party without our prior consent.

8.6 Third-Party Beneficiaries
Except as specifically provided in Sections 6.4 – 6.6, this Agreement is for the exclusive benefit of you and us and not for the benefit of any third party, including, without limitation, any of your employees, vendors, contractors, volunteers, collaborators, or guests.

8.7 Governing Law; Arbitration
This Agreement will be governed by California law. If there is a dispute arising from this Agreement, either you or we may submit the matter for binding arbitration to [______]. In such event, each of you and we will: (a) participate in the arbitration; (b) waive the right to have disputes adjudicated before any other tribunal or body; and (c) agree that no appeal may be taken from a decision reached in binding arbitration. Each party agrees to bear its own expenses and legal fees in connection with any such dispute.

8.8 Counterparts
This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will be taken together and deemed to be one instrument.

* * * * * * *
Client and you signed this Agreement on the dates below.

<table>
<thead>
<tr>
<th>Client</th>
<th>[Name of Member]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Print name</td>
<td>Print name</td>
</tr>
<tr>
<td>Print title</td>
<td>Print title, if signing on behalf of entity</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
**Exhibit A**

**Coworking Membership Plan**

**Member Information**

<table>
<thead>
<tr>
<th>Name</th>
</tr>
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<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Affiliation</th>
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</thead>
<tbody>
<tr>
<td>[__________]</td>
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<tr>
<td>[__________]</td>
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</tbody>
</table>

**Membership**

<table>
<thead>
<tr>
<th>Type and quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dedicated Desk: __ desk(s)</td>
</tr>
<tr>
<td>Open Desk: __ desk(s)</td>
</tr>
<tr>
<td>Virtual Office: __ membership(s)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>________<strong>, 20</strong> to ________<strong>, 20</strong></td>
</tr>
</tbody>
</table>

**Fees**

<table>
<thead>
<tr>
<th>Membership fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_____ per month for each membership or desk</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual services contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$____ per year for each membership or desk</td>
</tr>
</tbody>
</table>

**Payment schedule**

- Membership fee
  - due by the first day of each month (if that day falls on a weekend or legal holiday, the fee is due on the next business day)

- Annual services contribution
  - annual (lump-sum) due each [July 1]
  - monthly ($___/month per membership or desk)

<table>
<thead>
<tr>
<th>Payment method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check</td>
</tr>
<tr>
<td>Debit/Credit Card</td>
</tr>
<tr>
<td>Fiscal Sponsorship Account</td>
</tr>
</tbody>
</table>

**Meeting credits**

<table>
<thead>
<tr>
<th>Meeting credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$____ will accrue each month for each membership or desk</td>
</tr>
</tbody>
</table>
### Facility and workspace hours

<table>
<thead>
<tr>
<th>Access times</th>
<th>[24 hours per day] [Mon – Fri: 8 am – 5 pm] [N/A]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum hours per month</td>
<td>[unlimited] [___ hours] [N/A]</td>
</tr>
</tbody>
</table>

### Workspace furnishings and storage

*Client to select applicable table*

<table>
<thead>
<tr>
<th>Desk</th>
<th>• one dedicated desk (approximately 5’x2’ in a mutually-agreed location)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chair</td>
<td>• one office chair</td>
</tr>
</tbody>
</table>
| Storage | • one dedicated file cabinet  
• one small locker for personal storage  
• one dedicated shelf in storage closet |
| Internet | • high-speed WiFi |

<table>
<thead>
<tr>
<th>Desk</th>
<th>• one desk in open work space</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chair</td>
<td>• one office chair</td>
</tr>
<tr>
<td>Storage</td>
<td>• [none] [dedicated shelf in storage closet for $[___] per month per shelf additional fee]</td>
</tr>
<tr>
<td>Internet</td>
<td>• high-speed WiFi</td>
</tr>
</tbody>
</table>

### Scan, print, and copy

<table>
<thead>
<tr>
<th>Scans</th>
<th>[unlimited] [none]</th>
</tr>
</thead>
<tbody>
<tr>
<td>B&amp;W print/copy</td>
<td>[up to _____ print/copy pages per month] [none]</td>
</tr>
<tr>
<td>Color print/copy</td>
<td>[up to _____ print/copy pages per month] [none]</td>
</tr>
<tr>
<td>Additional print/copy pages</td>
<td>$[<em><strong>] per B&amp;W page and $[</strong></em>] per color page</td>
</tr>
</tbody>
</table>
Exhibit B
Discounted Space Rental Rates