



Membership Agreement

Studio On Second offers a shared, community-driven workspace for location-independent workers. It exists because of you and for you. As a member, you will not just be a customer of Studio On Second; you'll be an active part of what Studio On Second is and does for you and for others.

Membership Features Below are some, but not all, of the benefits members receive as part of their membership:

All Memberships

- Access to high-speed wired and wireless internet
- Free admission to community events held in the space
- Access to the space during normal operating hours (9:00am – 4:00pm Monday thru Friday)

Drop-In Standard

- Extended operating hours (8:00am -- 5:00pm Monday thru Friday)
- Access to work in any studio area when not reserved (conference room, treatment/semi-private offices may be reserved. See chalk wall for times reserved so you do not use when others have reserved it)

Unlimited

- 24/7 Access to building via personal access code and security code
- Unlimited access to studio Conferencing via Zoom

Conference room and semi-private conference space available for rent 8am-- 5pm

Drop in rate is available for a daily or weekly term

Shared Dedicated Office

- Locking, separate office, with work surfaces, and drawers to store your items.
- Doubles as treatment room for professionals

All-Studio Rental

- Available from 6pm -- 12am weekdays, 8am-12am weekends
- Two-hour booking minimum

Payment Terms & Options

- Dates - All membership payments are due on the first business day of each month, prorated amounts available on request - Studio on Second, LLC reserves the right to charge late fees and/or withhold services if payments are not received on time.
- Payment Methods - All payments are handled via our website, StudioOnSecond.com, in the booking section.

Terms of Use

Our TOU is long and boring, but it's important that you read it carefully to understand your rights and protections, as well as ours. We hope to be able to simplify these terms in the future. Please contact us at info@studioonsecond.com if you have questions regarding this TOU.

1. **Acceptance of Terms.** The services Studio On Second, LLC ("Studio On Second") provides to you, the undersigned (including but not limited to use of office space and access to Internet), are subject to the following Terms of Use ("TOU"). Studio On Second reserves the right to update the TOU at any time. Studio On Second will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.
2. **Description of Services.** Studio On Second may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services as Studio On Second may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.
3. **No Unlawful or Prohibited Use.** As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Studio on Second server, or the network(s) connected to any Studio On Second server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Studio On Second server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your 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 to which you are a party.
4. **Use of services.** You agree that when participating in or using the Services, you will follow all posted rules for use as may change from time to time, and that you will NOT: a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise); b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Studio On Second Services; d. 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 Studio as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same; e. 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; f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner; h. Restrict or inhibit any other user from using and enjoying the Services; i. Violate any code of conduct of other guidelines which may be applicable for any particular Service (including the Building Rules for 1741 2nd Street SW); j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party; k. Violate any applicable laws or regulations; l. Create a false identity for the purpose of misleading others; m. Represent to any party that you work for, or are in any way affiliated with Studio on Second, other than as a member or user of its' Services; and n. Allow a non-member to access the Studio without paying the appropriate fee. Guests may use Services for the day by purchasing a day pass.

5. Studio on Second, LLC reserves the right at all times to disclose any information about you, your participation in and use of the Services as Studio On Second deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Studio On Second's sole discretion. Studio on Second LLC reserves the right, and you authorize them to use and post photos, first and last names, and business names of its' members for marketing purposes.
6. Confidentiality. a. You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Studio On Second, LLC., or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Studio On Second, any analyses, compilations, studies or other documents prepared by Studio On Second or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential. b. Your participation in and/or use of the Services obligates you to I. maintain all Confidential Information in strict confidence; II. not to disclose Confidential Information to any third parties; III. not to use the Confidential Information in any way directly or indirectly detrimental to Studio On Second or any participant or user of the Services. c. All Confidential Information remains the sole and exclusive property of Studio On Second or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license

or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Studio On Second, or any participant or user of the Services.

7. Participation In or Use of Services. You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that Studio On Second does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use. 8. Disclaimer of Warranties. To the maximum extent permitted by applicable law, Studio On Second provides the services “as is” and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.
8. Exclusion of Incidental, Consequential and Certain Other Damages. To the maximum extent permitted by applicable law, in no event shall Studio On Second or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Studio On Second, and even if Studio On Second has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.
9. Limitation of Liability and Remedies. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Studio On Second or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to one hundred dollars (USD \$100.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

10. Termination. Studio On Second reserves the right to terminate any Service at any time. Studio On Second further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.
11. Indemnification. You release, and hereby agree to indemnify, defend and save harmless Studio On Second and Studio On Second subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by Studio On Second or its respective officers and agents in connection with the defense of such claim or lawsuit.
12. Severability. In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
13. Insurance. Studio On Second or the 1741 2nd Street SW Building landlord will carry General Liability insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of Studio On Second.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

Signature: _____ Date: _____

Name (Printed): _____

Studio on Second - Rules of Use

As of 1/1/2020

1. Smoking, vaping, or use of tobacco is not allowed inside the Studio on Second building or within 20 feet of the building. You may not smoke or vape anywhere on the South-facing side of the property (near or in view of doors), but if you must, you should use the West side of the parking lot toward Sargeants'.
2. No open flame is allowed inside the Studio.
3. You may not cook food in the Studio, other than use of the microwave to warm already cooked foods. Offensive-smelling foods are discouraged, and you may be asked not to bring them in the event other Studio members complain.
4. Parking is available in any un-numbered parking spot in the lot, AND in numbers 33, 28, 27, 8, & 7.
5. Restroom is available for use in the Full Circle Financial building through the door marked restrooms. Please respect that the Full Circle Financial space is a separate business. You do not have access to any other space on the Full Circle Financial side other than the restroom.
6. Please enjoy the coffee, snacks and water available in the Studio, and place used coffee cups and dishes in the bussing bin provided. Coffee will be made and checked regularly by our staffer, however, if you need assistance, or you would like to make your own on the single serve side, please feel free to use the pods available or bring ones you like from home.
7. The music is set to a professional and comfortable station and volume on the Sonos speaker titled "Office". If you are the only member present, or if you check with others in the space and all would like to change the volume or turn off the music you may do so by tapping the play button on top of the speaker located by the Studio Door. Television is set to a news channel, however, Netflix, and other streaming channels are available using the remote Velcro'd to the side of the Television. Again, if you are the only member present or if you check with others, feel free to change or turn it off.
8. Please enter and exit the Studio on Second door under the awning by the Studio on Second Logo on the outside of the building, and **not** through the Full Circle Financial/JK Wilson Law door next to it.