

Acceptance of Agreement: The Services **Orange Studios (OS)** provides to you, the undersigned **Member**, including but not limited to building access, use of office space, access to Internet, and the other Services listed below, are subject to the following Membership Agreement (the **Agreement**). The most recent **Agreement** will be posted online and made available upon request. **Members** will abide by the **Agreement**, as well as other terms determined by OS staff, which may be communicated verbally, by email or written notice. **OS** reserves the right to add, delete or amend the **Agreement** at our reasonable discretion without notice to **Member**. **Members continued use (membership) of OS facilities and services following any changes to the Agreement constitutes your acceptance of such new term(s)**. Orange Studios (OS) is a wholly owned subsidiary of Exsilio Consulting, Inc.

TERMINOLOGY USED IN THIS DOCUMENT

- OS refers to Orange Studios, its ownership or affiliates.
- Member refers to the undersigned member of Orange Studios.
- Member Organization refers to any business entities associated with Member
- Services refer to the services and amenities provided by Orange Studios.
- Guest are all non-members who are invited into Orange Studios.

COWORKING BEST PRACTICES

Orange Studios is a **shared, collaborative, and open** workspace. In order for everyone to peacefully co-exist, there are some best practices that we should all follow:

- Be **friendly**. Introduce yourself to others. You'll probably find other motivated hard workers like yourself. They can be great resources to bounce ideas off. Many a business have been formed based on common goals and complementary skills.
- Be **considerate and respectful** of others. When you are finished using something, put it back the way you found it. Push chairs back in, clean off work spaces, and erase white boards. Always keep in mind you are sharing the space with others.
- **Advertise yourself**. If you have a permanent office or desk, put something up with your logo and make sure we showcase you on the TV in the front. If you want to share or test your marketing material, bring it to our mixers and share it with the community. The more the community knows what you are about, the more buzz it can create for you.
- When it's time for you to focus and do your productive work, the universal sign for "**do not disturb**" is to put on your headphones. If others have headphones on, that's a sign they have serious work to get done.
- **Phone calls** in the open space are fine, just talk at a normal volume and be aware it is an open space with the associated background noise. If you need privacy, are practicing aggressive negotiations or you have to yell at someone, use the phone room, take a walk outside or use the insulated quiet of your car. On the flip side, if you get disturbed easily by someone on a call, a good set of headphones are a must. If you are on the phone a lot using your booming sales voice, a private office is your best membership option.
- **Keep our space clean**. When you leave, another person will most likely sit at that same spot. So please keep it clean and trash your trash. Note that the refrigerator is emptied every Friday.
- If the **coffee** is out, make a pot yourself! You'll probably get lots of love for brewing good coffee.
- When you use the **Gym and Shower**, please bring a towel and use a wipe down when you're done with equipment.
- We are **Pet Friendly**. If you do bring your small pet with you, see the guidelines regarding registering your pet and bringing your pet in. Keep them confined to your area and never leave them unattended. You are responsible for any mess your pet makes. Your pet should not be a disturbance to others.
- We are a community, let us know of **suggestions** on how we can make the Orange Studios better. We're interested in both large and small suggestions from what sodas should be in the soda fountain, to enhancements in the conference room.
- The front desk Studio Manager is generally available and front doors are open from 9-5pm.
- If you see someone that appears that they shouldn't be in the building, tell the Studio Manager.

CONTENTS

1.	Terminology used in this document	1
2.	Coworking Best Practices	1
3.	1. No Unlawful or Prohibited Use	3
4.	2. Acceptable Use Policies.....	3
5.	3. Services.....	4
6.	4. Memberships.....	6
7.	5. Membership Term and Termination	8
8.	6. Other Members/Member Disputes	8
9.	7. Technology Release	9
10.	8. Insurance.....	9
11.	9. Additional Fee Schedule	9
12.	10. Gymnasium Use Policy and Liability Release.....	10
13.	11. Pet Policy and Liability Release	11
14.	12. legal Disclosures	12
15.	13. Acceptance of Agreement.....	12
16.	APPENDIX A - Membership Details.....	13

1. NO UNLAWFUL OR PROHIBITED USE

As a condition of Membership in Orange Studios and use of the Services, Member will not use the Services for any purpose that is unlawful or prohibited in this Agreement. Member may not use the Services in any manner that could damage, disable, overburden, or impair any OS server, or the network(s) connected to any OS server, or interfere with any other party's use and enjoyment of any Services. Member may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any OS server or to any of the Services, through hacking, password mining or any other means. Member may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

2. ACCEPTABLE USE POLICIES

The undersigned **Member** agrees to abide by the following as well as enforce the following with any guests of member.

- 2.1. Do not 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.
- 2.2. Do not 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 Member owns or controls the rights thereto or have received all necessary consent to do the same;
- 2.3. Do not 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.
- 2.4. Member will not download any file(s) that cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- 2.5. Do not restrict or inhibit any other user from using and enjoying the Services.
- 2.6. Do not violate any guidelines which may be applicable for any particular Service.
- 2.7. Will not harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- 2.8. Will not violate any applicable laws or regulations.
- 2.9. Will not create a false identity for the purpose of misleading others.
- 2.10. Will not allow any guest(s) or such Members to enter the building without registering such guest(s) according to our policies.
- 2.11. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, any duplicative or unsolicited message (commercial or otherwise);
- 2.12. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 2.13. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through OS servers;
- 2.14. Perform any activity that is reasonably likely to be disruptive or dangerous to other members, their guests, or their property
- 2.15. Use the Services to conduct or pursue any illegal activities
- 2.16. Use the Services to conduct any activity that is generally regarded as offensive
- 2.17. Attach or affix any items to the walls, install antennas, or telecommunication lines or devices in the office space or bring additional furniture into the office space, in each case without our prior written consent;
- 2.18. Misrepresent himself or herself to the OS community, either in person or online
- 2.19. Take or copy information belonging to other members or their guests
- 2.20. Use the name "Orange Studios" or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without our prior written consent;
- 2.21. Use the office space in a "retail," "medical," or other nature involving frequent visits by members of the public;

3. SERVICES

Subject to the terms of this Agreement, **OS** will provide each **Member** services including but not limited to those described below. These services are referred to in this Agreement as the “**Services**.”

- 3.1. Building Use.** Access to the shared or private office space specified in the Membership Details form. All memberships include use of the kitchen, gym, shower, meeting rooms and coworking space.
 - 3.1.1. Upon completion of the membership Agreement, member will receive a card key, which will allow access to OS 24/7. DayPass and Guests excluded.
 - 3.1.2. An OS staff person will be onsite from 9:00am-5:00pm on weekdays
 - 3.1.3. Access to the shared or private office space specified in the Membership Details form.
- 3.2. OS Furnishings.** OS provides Members use of furnishing in all areas.
 - 3.2.1. OS Furnishing provided are the sole property of OS.
 - 3.2.2. OS Furnishings may never be removed from OS.
 - 3.2.3. OS Furnishings may only be moved upon approval of OS staff.
 - 3.2.4. Any damage to OS Furnishings by Member are the sole responsibility of the Member. Member may be liable for the full replacement cost of any items damaged by member.
 - 3.2.5. Any damage to OS Furnishings by Guests are the sole responsibility of the Member
 - 3.2.6. OS does not guarantee OS Furnishings for any particular purpose or usage.
- 3.3. Member Furnishing and Belongings.** Members are encouraged to bring furnishings and belongings if they reserve a dedicated desk, cube or private office.
 - 3.3.1. Member Furnishing and Belongings must be left within reserved space only.
 - 3.3.2. OS is not responsible in any way for Member Furnishings or Belongings.
 - 3.3.3. Members should safeguard their Furnishings and Belongings.
- 3.4. Shared Conference/Meeting Rooms:** Subject to availability, members are entitled use of all conference rooms during OS regular business hours on regular business days. Special arrangement must be made with OS staff for usage of conference rooms outside of regular business hours.
 - 3.4.1. Members are entitled to a number of meeting room hours per month specified in the Membership Details form.
 - 3.4.2. All monthly memberships include meeting room hours which can be used to reserve available meeting rooms. Hours can be used in any of our meeting rooms that are available. Check membership level for the number of hours included in your membership.
 - 3.4.3. Additional reserved time past the included hours is billed at current prevailing rate available on the member portal.
 - 3.4.4. Conference room hours are only valid for the month in which they are allocated. No month to month roll overs or pre-usage of future hours are allowed.
 - 3.4.5. DayPass/Guests/Single Day Use members have **NO** reserved conference room or meeting room hours included in their Membership. Any conference or meeting room usage is billable at the current prevailing rate for non-Members and usable during standard office hours.
- 3.5. Shared Space:** The OS central area is a shared space.
 - 3.5.1. Shared space and common areas can be used by all members.
 - 3.5.2. Shared space is the primary work area of Hotdesk members.
 - 3.5.3. Shared spaces are to be use by our members and guests on a temporary basis, meaning reserving desks or work areas is not permitted, personal and work items should not be left overnight, and all work areas used by members should be cleaned and items removed when finished working.
- 3.6. Events in the Shared Space:** From time to time, OS will have in the Share Space.
 - 3.6.1. The events will almost always be at night.
 - 3.6.2. Members are invited to all events.
 - 3.6.3. All events will be advertised in advance in the events calendar.
 - 3.6.4. If not attending the events, feel free to sit in the kitchen or any of the other spaces that OS will open up during the event time.
 - 3.6.5. OS will reconfigure the main area during events by removing the tables and adding more chairs.
- 3.7. Private Office:** Some membership Agreements will contain occupancy of private spaces including private offices.
 - 3.7.1. Member acknowledges that office space has a limited capacity. Whether or not additional members are included in Members account, no more than that capacity is permitted to work in Members space at any given time. Office space capacity is listed on the Membership Details form.

- 3.8. Guests.** OS allows Guests (Visitors) for all members.
 - 3.8.1. All non-member Guests are required to possess and display a valid visitor pass at all times.
 - 3.8.2. Conference Room usage will include visitor passes up to the standard capacity of the room.
 - 3.8.3. All non-member visitors must check in at the front desk and may be required to pay a day use fee for usage of the space that exceeds 1 hour.
 - 3.8.4. Members are required to have ALL visitors check in with the front desk prior to usage of the space.
- 3.9. Mail and Shipment Receiving.** OS will accept mail and deliveries on behalf of Member or Member Organization during regular business hours on our regular business days.
 - 3.9.1. Dedicated desk, cube & private office memberships include unlimited mail reception. OS will receive letters, sign for packages, and place them in reserved space unless otherwise instructed.
 - 3.9.2. Memberships that do not include Mail and Shipment Receiving may add this service with a onetime setup fee of \$35.
 - 3.9.3. Memberships that do not include Mail and Shipment Receiving are limited to 3 pieces of postal mail per month, unless the above services has been added to their membership. Should these Members receive more than 3 pieces of main in the month, they will be billed the setup fee detailed above.
 - 3.9.4. OS will keep Member mail until Member is able to pick it up.
 - 3.9.5. Following membership cancellation, all mail will be returned to sender after one week.
 - 3.9.6. All mail, packages, or deliveries of any kind received for non-members, day members, half time members or expired members will be returned to sender.
- 3.10. Facility Maintenance.** Regular maintenance of the office space will be provided by OS.
 - 3.10.1. OS will be professionally cleaned regularly and as needed.
 - 3.10.2. Garbage and recycling will be emptied 3x/week.
 - 3.10.3. OS will provide heat and air-conditioning in the office space during regular business hours on regular business days.
 - 3.10.4. Any maintenance resulting from damage, misuse or mistreatment by a Member will be billed to that Member in their next monthly membership bill at up to the actual cost + 5%.
- 3.11. Facility Security.** OS provides all monthly Members with 24/7 card key access.
 - 3.11.1. Card key access is available at the main entrance only.
 - 3.11.2. All exterior doors are to remain closed at all times until expressly open by OS staff.
 - 3.11.3. Members with Private Offices will access their office using the same card key.
 - 3.11.4. OS is equipped with security cameras throughout the space.
 - 3.11.4.1. For security reasons, OS may regularly record via video certain areas in the Premises;
 - 3.11.5. Members should safeguard OS property.
 - 3.11.6. Members will be liable for replacement fees should any such property be lost, stolen or destroyed.
- 3.12. Keys and Card Keys:**
 - 3.12.1. All keys and card keys are the property of OS and should never be duplicated for any reason.
 - 3.12.2. Member may not lend, share or transfer any keys or Card Keys to any third party.
 - 3.12.3. A lost card fee of \$20 will be charged for any lost card key.
- 3.13. Network, Internet and IT Infrastructure.** Members are entitles to access and use of the OS business-networking site, and unlimited access to and use of the shared Internet connection.
 - 3.13.1. The Wired and Wireless networks are shared infrastructure. Network abuse may results in reduction in Member bandwidth. Repeated abuse may result in termination of Membership.
 - 3.13.2. Each Member is responsible for completing and updating their Member profile on the OS Member portal site.
 - 3.13.3. OS may provide Members with other IT amenities as they become available including but not limited to free storage and backup.
 - 3.13.4. OS does NOT make any warranties or guarantees about security and it's the customer's responsibility to secure their own personal machine with intrusion detection/prevention software (firewall) and antimalware clients.
- 3.14. Printers/copiers/scanners and 3D printer:** Each Member is granted a monthly allocation for printing on the 1st of each month.
 - 3.14.1. Monthly printing allocations are granted to each Membership except DayPass/Guest Single Use Memberships.
 - 3.14.2. Printing prices are per page based on the printer being used: B&W Printer is \$0.10 per page, Color Printer is \$0.70 per page. Printing B&W on the color printer incurs the Color Printer charge.
 - 3.14.3. Print allocation are NOT rolled over from month to month.
 - 3.14.4. Printouts and copies in excess of the amount specified are subject to overage fees.

- 3.14.5. Additional print allocations may be purchased in \$10 increments only.
- 3.14.6. 3D printing is not a part of the monthly allocation. 3D printing is subject to availability of supplies and open to all Members.
- 3.15. **Member Portal.** OS will provide a Member portal with valuable Member only offers, the Member only event calendar, conference room calendar, Membership billing and billing history and other Member only perks.
 - 3.15.1. Opportunity to participate in Member-only events, benefits and promotions.
 - 3.15.2. Discounts on OS event space. See event agreement for details.
 - 3.15.3. Access to OS Membership program benefits. See site for details.
- 3.16. **Gym:** OS will make available to its Members.
 - 3.16.1. For details on use, review the Gym Use Policy below and sign the Liability Release below.
- 3.17. **Shower:** OS will make available to its Members a shower and shower room.
 - 3.17.1. Only one Member may be in the shower room at a time.
 - 3.17.2. Member must remember to lock shower room door after entry.
 - 3.17.3. Member agrees to clean shower room when finished.
 - 3.17.4. Member will report any issues with shower room to OS staff immediately.
- 3.18. **Pets:** OS is Pet Friendly.
 - 3.18.1. Please review the Pet Policy below.
- 3.19. **Staff on site:** OS staff will be available on-site during regular business hours/days.
 - 3.19.1. "Regular business hours" are generally from 9:00 a.m. to 5:00 p.m. with the exception of days prior to U.S. federal holidays, when our regular business hours end at approximately 2:00 p.m.
 - 3.19.2. OS Staff may not always be available during "regular business hours".

4. MEMBERSHIPS

- 4.1. **Types of Membership:** OS Membership can come in many forms from single day passes to multi-month offices. All current OS Memberships are defined on the www.orangestudios.us web site.
- 4.2. **Guest/DayPass/Single Day Use:** Guest/DayPass/Single day use members may not be entitled to all of the Services outlined above. Check online or with a Studio Manager for details.
- 4.3. **Primary Member.** A Primary Member has the sole authority to make changes to or terminate this Agreement. An executive officer of the company has authority to override the request of a Primary Member, provided that OS receive such request within 24 hours following such Primary Member's request. Executive officer of the company has the authority to remove or replace the current Primary Member. In certain circumstances, the individual designated as the Primary Member may cease to provide services to the company or cease using the office space regularly. Unless OS receives instructions from an executive officer of the company, OS will use our reasonable judgment in designating a replacement Primary Member. OS will be entitled to rely on communications to or from such person as notice from or to the company. OS is entitled to request reasonable information to confirm that an individual claiming to be an executive officer of the company truly is one.
- 4.4. **Membership Payment and Authorization.** Member authorizes OS to accept payment of all amounts specified in this Agreement solely by credit card or direct withdrawal from Primary Member bank account. If Member pays via credit card, inform OS promptly of any changes to such credit card and ensure credit card information is updated prior to its expiration date. Changes to payment method will not be accepted in the last fifteen (10) days of the calendar month. If Member pays via direct withdrawal, deliver to OS a voided check from this account, maintain sufficient money on account to pay fees described in this Agreement and to inform OS promptly of any changes to this account. Changing your payment method may result in a change in the amount required under this Agreement 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 under this Agreement. If payment via credit card fails on two occasions, OS may require you to make payments via direct withdrawal.
- 4.5. **Payment Contact and Account Changes:** Member shall promptly notify OS of any change to Primary Member contact and payment information
- 4.6. **Commitment Fees.** Upon submitting a signed and completed Agreement, Member may be obligated to pay a nonrefundable commitment fees to hold certain Memberships prior to their start day, each in the amount indicated on the Membership Details form. Without commitment fees, spaces assigned to Memberships with future start dates cannot be guaranteed. Your commitment fee is your guarantee to hold a space.
- 4.7. **Security Deposits.**
 - 4.7.1. On the Membership start date, any pre-paid commitment fee will be applied to security deposits due.
 - 4.7.2. Security deposit are up to \$500.00 depending upon Membership. Hotdesks/DayPass/Guests require no security deposit.

- 4.7.3. The security deposit is not intended to be a reserve from which fees may be paid. In the event Member owes OS other fees, they will not be deducted from the security deposit, but must pay them separately. The security deposit amount must remain the same for the duration of the agreement.
- 4.7.4. Upon termination of Membership, the security deposit may be applied to repairs resulting from any damage caused by Member or any amounts due.
- 4.7.5. Any balance remaining on the security deposit will be returned to Primary Member no later than thirty (30) days following the termination of this Agreement, subject to the complete satisfaction of your obligations under this Agreement.
- 4.8. **Membership Charges:** During the term of this Agreement, OS will process payment for your Membership fee and other outstanding fees, in advance. The Membership fee covers Memberships for only the number of Members indicated. Additional Memberships will result in an increased Membership fee.
- 4.9. **Billing Schedule:**
 - 4.9.1. All Membership invoices will be generated on or about the 15th of the month for the next month's services and delivered to the Primary Member via e-mail. Member should review all charges upon receipt.
 - 4.9.2. OS via Exsilio Consulting, Inc. will charge or debit Member's accounts 5 days later, on the 20th of the month, for all charges due for the next month and any overages from the previous month.
 - 4.9.3. All payments must be received in full no later than 5 days prior to the last day of the month.
 - 4.9.4. Accounts are considered past due if payment has not been received by end of day on the 20th.
- 4.10. **Overage Fees.** Membership entitles Members to a certain number pre-paid Services (conference room, printing) as specified on the Membership Details form. Members exceeding allocated amounts will be responsible for paying fees for such overages. The overage fee for conference rooms is \$25 per hour and the overage fee for printing is \$10 or the actual printing charge, whichever is higher. The current fee schedule is always listed online at the Member portal.
- 4.11. **Past Due Payments/Late Payment – Assigned Spaces:** Should payment not be received in full after processing on the 20th, OS reserves the right to release to other Members any spaces that have been allocated at the time of current membership expiration.
- 4.12. **Late Fees.** If payment for monthly Membership fee(s) or any other accrued and outstanding fee(s) is not made by the 1st of the month, you will be assessed a late fee of \$25.
- 4.13. **Insufficient Funds Fees.** Should Members payment be returned for insufficient funds or invalid credit card information, a charge will be added to the current bill and the total amount due for the current month will be increased by \$35.
- 4.14. **Outstanding Fees.** OS may withhold services or terminate this Agreement if any outstanding fees are due beyond the 1st (first) of every month including but not limited to building and network access. When OS receives funds from you, OS will first apply funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of funds received will be applied to current fees due.
- 4.15. **Changes to Fees.** Membership fees may be subject to increases during the term of this Agreement. OS will do it's best to limit Membership Fee changes to once a year. Other service fees are subject to increase from time to time. OS will notify Members at least thirty (30) days prior to fee increases.
- 4.16. **Refunds:** OS memberships and commitments fees are not refundable once payment is processed. Refunds may be issued for security and pet deposits when there are no services or maintenance that would apply to the deposit and no additional outstanding fees. Refunds may also be issued when billing errors occur.
- 4.17. **Updating the Member List.** You are responsible for maintaining the accuracy of the names of the Members on the Member List included on the Membership Details. If you have any changes to the individuals designated as Members, before such changes take effect, the primary Member must email OS to the email address specified at the bottom of the cover page to this Agreement. In this email, the primary Member must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of this change. Only those individuals set forth on the Member List will be deemed to be "Members" and entitled to the benefits described in this Agreement. If the number of Members exceeds the number allocated on the Membership Details form, you will be required to pay the additional fee described on the Member List. OS reserves the right to limit the number of additional Members in connection with this Membership Agreement.
- 4.18. **Notice of changes.** OS will provide notice to Members of any changes to services, fees, or other updates to the email addresses provided. It is your responsibility to read such emails and keep your e-mail address updated with OS.

5. MEMBERSHIP TERM AND TERMINATION

- 5.1. Term.** This Agreement will be effective once signed by Member. Member will be entitled to the Services and benefits of OS once payment is made by Member of all deposit and Membership fees. Each Membership will begin on the later of the Start Date specified in the Membership Details Form and the date you request the addition of such individual to the Member List. Each Membership will terminate upon the earlier of the termination of the Agreement, your removal of a Member from the Member List or our notification to you that a Member violated these Terms and Conditions. If the Start Date is a Business Day, the Members will be entitled to move into the office space on the Start Date. If the Start Date is not a Business Day, the Members will be entitled to move into the office space on the first Business Day after the Start Date no earlier than 11 a.m.
- 5.2. Cancellation Prior to Start Date By You.** You may cancel this Agreement prior to the Start Date upon delivery of notice to OS and may be entitled to a full or partial refund of the commitment fee upon the following terms: (i) if notice of termination is received by OS more than twenty one (21) days prior to the Start Date, you will be refunded all fees paid by you and received by OS; and (ii) if notice of termination is received by OS less than twenty one (21) days from the Start Date, you will be refunded fifty percent (50%) of the commitment fee.
- 5.3. Office Space Not Timely Available.** If OS are unable to make the office space available by the Start Date, OS will not be subject to any liability therefore, nor will such failure affect the validity of this Agreement. In this event, you will not be obligated to make payments of the Membership fee until the office space is made available to you. If the office space is not made available to you within fifteen (15) days of the Start Date, you may terminate this Agreement by providing OS with notice of such termination at any time before the office space is made available to you. If you elect to terminate Membership under this provision, OS will refund to you all fees paid by you and received by OS.
- 5.4. Termination After the Start Date by You.** You may terminate this Agreement by delivering to OS an exit form executed by the Primary Member at least thirty (30) days prior to the termination. You expressly agree that you may specify only the last business day of the calendar month as the termination date and you will not be entitled to pro rata with respect to such last month's Membership fee. For example, if you deliver a 30-day termination notice on March 15, the termination will not be effective until April 30. This paragraph also applies to changes of office space within the Premises initiated by you. On such last business day, you must vacate the office space no later than 4:00 p.m.
- 5.5. Termination After the Start Date by OS.** OS may immediately terminate this Agreement: upon breach of this Agreement by you or any Member; upon termination of our rights in the Premises; or at any other time, when OS, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts and OS may exercise our rights to collect due payment despite termination of this Agreement.
- 5.6. Early Termination Fee:** For Members who have negotiated terms based on agreements longer than a single month, OS reserves the right to charge Member an Early Termination Fee up to one month's full Membership fee. Members who inform OS of the termination of their agreement at least 30 days in advance may not be subject to an Early Termination Fee.
- 5.7. Removal of Property upon Termination.** Prior to the termination of this Agreement, you will remove all of your, the Members', and their guests' property from OS. After providing you with reasonable notice, OS will be entitled to dispose of any property remaining in or on the office space after the termination of this Agreement without any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible to pay any fees reasonably incurred by OS regarding such removal. Following the termination of this Agreement, OS will not forward or hold mail or other packages delivered to OS.

6. OTHER MEMBERS/MEMBER DISPUTES

- 6.1.** OS does not control and is not responsible for the actions of other Members. If a dispute arises between Members or their invitees or guests, OS shall have no responsibility or obligation to participate, mediate or indemnify any party. OS does reserve the right to terminate Membership immediately, without refund, if any Membership dispute becomes disruptive.
- 6.2.** Harassment of any kind will not be tolerated.

7. TECHNOLOGY RELEASE

In order to utilize all the Services offered by OS, it may be necessary to install or run software on a Member's computer. In addition, from time to time, at a Member's request, OS or an affiliate may troubleshoot problems a Member may have accessing certain Services such as Printing, Wi-Fi and Storage. Regarding the foregoing, you agree that OS and our affiliates are not responsible for any damage to any Member's computer system related to such technical support or downloading and installation of any software. OS does not assume any liability or warranty in the event that any manufacturer warranties are voided and do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

8. INSURANCE

You are responsible to maintain, at your own expense, personal property insurance and commercial general liability insurance covering property loss and damage, injury to the Members and the Members' guests and prevention of or denial of use of or access to, all or part of the Premises in form and amount appropriate to your business. OS must be named as additional insureds on any such policies of insurance. You shall provide proof of insurance upon our request.

9. ADDITIONAL FEE SCHEDULE

- Mailbox and Receiving fee for non-assigned Members: \$35
- Lost Card Key: \$20
- Additional Print allocations: \$10 increments
- Additional Conference Room Usage: \$25/hour for members, \$50/hour for non-members.
- Insufficient Funds Fee: \$35
- Membership Payment late Fee: \$25
- Pet Deposit: \$125
- Cleaning, Damages and Repairs: Actual Cost + 5%

10. GYMNASIUM USE POLICY AND LIABILITY RELEASE

OS Provides a Gymnasium (Gym) for the recreational use of its Members. Member agrees to the following Gymnasium related policies and rules:

- 10.1.** Member will consult their physician before using the gym.
- 10.2.** Member will not use the gym while under the influence of alcohol, drugs or narcotics.
- 10.3.** Member will not engage in horseplay in the gym.
- 10.4.** Member will be educated on the safe use of the gym and each piece of equipment, and agree to follow safe practices at all times, including maintaining safe distances from others and using a spotter when necessary.
- 10.5.** Member will wipe down equipment before and after each use, and during use if necessary.
- 10.6.** Member agrees to use the gym only during the hours of operation and agrees to immediately vacate if asked to do so by OS staff or any affiliate staff.
- 10.7.** Member understand the gym is only for the use of authorized OS Members and staff. Children, visitors, guests, temporary employees, family Members or friends are not permitted to enter the gym at any time.
- 10.8.** Member will not allow unauthorized access to the gym.
- 10.9.** Member will wear properly fitting athletic attire, including athletic shoes, while in the gym. Baggy clothes that can be stepped upon are not permitted. Long hair must be tied back.
- 10.10.** OS is not responsible for loss or damage to any items left in the gym.
- 10.11.** Member will immediately report any accident, injury, or damage to equipment to OS Staff.
- 10.12.** Release of Liability: In exchange for the authorized use of the OS Gymnasium, Member does hereby release and hold harmless Orange Studios, and their affiliated or related companies, officers, directors, employees, agents, landlords and lessees (hereinafter the "Released Parties") from any and all liability for injury their person caused in any manner, including the negligence of the Released Parties, by use of Orange Studios Gymnasium. Member intends this release to apply to all future use of Gymnasium. I agree to indemnify and defend Orange Studios against all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees and other litigation costs, which may in any way arise from my unlawful or tortious conduct in connection with my use of or presence in the Gymnasium. I agree to pay for all damages to the facilities of Orange Studios caused by my negligent, reckless, or willful actions. I acknowledge that Orange Studios Gymnasium is designed for authorized use of recreational, aerobic and weight lifting equipment on a voluntary basis, and that my use of the Gymnasium is at my discretion. I acknowledge that I have been advised to consult with my physician with respect to any past or present injury, illnesses, cardiovascular problem, knee problem, or any other physical condition that may affect my ability to use Gymnasium in a safe manner. I acknowledge that I have discussed the appropriateness of using Gymnasium, in connection with any illness or condition that I have or had, with my physician and that I knowingly execute this release from liability.

Gym Release of Liability Member Signature: _____

11. PET POLICY AND LIABILITY RELEASE

OS is a pet friendly facility. All Members may come in contact or close proximity with pets belonging to other Members. OS welcomes small pet(s) in our office and hope Members enjoy the benefit of bringing pets to work. To ensure a harmonious and safe work environment for all OS Members (both pets and otherwise) we ask Members who are considering bringing pets to work abide by the following:

- 11.1.** All Members desiring to bring a pet to Orange Studios must complete sign pet waiver below and provide a \$125 Pet Deposit. This deposit will be refunded only upon termination of Membership if no additional cleaning or repairs are necessary due to pets.
- 11.2.** All Pets must be supervised at all times, clean and not smell, and already be housebroken.
- 11.3.** Pets must be socialized and well-behaved towards people and other pets.
- 11.4.** Because not all people get along with pets and not all pets get along with each other, we will limit the number of pets that may be in the office on any given day to five (5). If your pet is selective in whom they consider their friend(s), you may wish to leave him/her at home.
- 11.5.** Guardians are responsible for assuring pets are clean and dry before entering the office, that they do not disturb Members or negatively impact productivity and concentration. This includes barking, pawing, whining or other demands for attention.
- 11.6.** Pets must be current on their vaccinations and be flea and tick free. Prior to bringing pets to OS, Member must provide proof of vaccination in a form satisfactory to OS.
- 11.7.** OS may choose to limit pet attendance to 5 total pets in the space each day.
 - 11.7.1.** If more than 5 pet requests are received OS will implement a sign-up and rotation system providing for fair access to all Members.
- 11.8.** Pets should be provided a safe and comfortable place near their person's workspace. Water, food and comfort must be provided as well.
- 11.9.** Other people's food and the conference rooms are off limits to all pets.
- 11.10.** When you walk your pet outside of OS while in the complex, please always make sure that they are leashed and that you clean up after any mess they may create.
- 11.11.** Toys that produce loud sounds or squeaks are prohibited.
- 11.12.** Destructive behavior will not be tolerated. If a pet willfully causes any damage to property it will be asked to leave the office and their owner will be liable for any and all costs associated with repairs plus a 5% service charge.
- 11.13.** In the event of an accident or any damage, it is the responsibility Member bringing the pet to remedy the damage. If a permanent stain or persistent smell results then Member will be responsible for the actual cost of professional cleaning to remove the stain plus a 5% service charge.
- 11.14.** Member releases Orange Studios, and their affiliated or related companies, officers, directors, employees, agents, landlords and lessees (hereinafter the "Released Parties") from any liability resulting from injury to or from pets at Orange Studios.
- 11.15.** OS reserves the right deny entrance to any pet at its sole discretion and for any reason.

The undersigned Members plans to bring a pet in OS in the future. The undersigned Members agrees to all of the Pet Policy provisions above.

Member Signature: _____

12. LEGAL DISCLOSURES

- 12.1. Information Security:**
 - 12.1.1. OS will make its best effort to protect all confidential information regarding Member.
 - 12.1.2. OS may disclose information about Member as necessary to satisfy any applicable law, regulation, legal process or government request
 - 12.1.3. OS will not harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- 12.2. Our Reserved Rights:** OS is entitled to access your office space, with or without notice, for maintenance, safety or emergency purposes. During these times, OS may temporarily move furniture contained in the office space. OS reserves the right to move or alter your office space. OS may modify or reduce the list of Services at any time with prior notice. The Services may be provided by OS, an affiliate or a third party.
- 12.3. Class Action Waiver:** Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor OS 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.
- 12.4. Waiver of Claims:** To the extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests and invitees, waive any and all claims and rights against OS, OS affiliates, 3rd parties hired by OS, other Members, assignees, officers and directors resulting from injury or damage to, or destruction, theft, or loss of property or person.
- 12.5. Indemnification:** You will indemnify OS and our affiliates from and against any and all claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach of this Agreement by you or the Members or their guests or pets or their actions or omissions. If any such claim, action, or proceeding is brought against OS or our affiliates, you, will at your expense, upon written notice from OS, defend such action or proceeding by counsel approved by OS. You are responsible for the actions of and all damages caused by all persons and pets that you, the Members or their guests invite to enter the building. You may be liable for Repair and Replacement fees of the actual cost of the damage + 5%.
- 12.6. Limitation of Liability:** The aggregate monetary liability of OS or our affiliates to you, the Members, or your or their guests for any reason and for all causes of action, will not exceed the total Membership fees paid by you to OS under this Agreement. OS and our affiliates will not be liable under any cause of action, for any indirect, special, incidental, consequential, or punitive damages, including loss of profits or business interruption. You may not commence any action, or proceeding against OS or our affiliate, whether in contract, tort, or otherwise unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.
- 12.7. Legal to enter into Agreement:** 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 Membership Agreement 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.
- 12.8. Acceptance of Agreement:** The Services Orange Studios (OS) provides to you, the undersigned Member, including but not limited to building access, use of office space, access to Internet, and the other Services listed below, are subject to the following Membership Agreement (the Agreement). The most recent Agreement will be posted online and made available upon request. Members will abide by the Agreement, as well as other terms determined by OS staff, which may be communicated verbally, by email or written notice. OS reserves the right to add, delete or amend the Agreement at our reasonable discretion without notice to Member. Members continued use (membership) of OS facilities and services following any changes to the Agreement constitutes your acceptance of such new term(s).

13. ACCEPTANCE OF AGREEMENT

Member Name (Print): _____
Member Name (Sign): _____
Orange Studios (Sign): _____
Orange Studios (Print): _____

Title: _____
Date Signed: ___/___/___
Title: _____
Date Signed: ___/___/___

APPENDIX A - MEMBERSHIP DETAILS

PRIMARY MEMBER DETAILS

First Name		Company Name	
Last Name		Primary E-mail	
Address 1		Contact Phone	
Address 2		Alternate Phone	
City		Username	
State		Start Date	
Zip		End Date	

MEMBERSHIP DETAILS

Item	Description	Mem Qty	Price	Extension
*** Membership Monthly Billing Amount:				

COMMITMENT FEE – Required to hold any Private Office or Assigned Desk/Cube

Description	Amount

SECURITY DEPOSIT DUE IN FULL ON START DATE

Description	Amount

Total Due This Month	Amount

ADDITIONAL MEMBERS ON THIS ORGANIZATION

Name	E-Mail

NOTES
