



## Terms and Conditions of Space License

I \_\_\_\_\_ (hereinafter "I" or "Licensee") by entering into a Space License agreement with West Seattle Coworking, LLC (hereinafter West Seattle Coworking or "Licensor") do agree to abide by the following terms and conditions. This License Agreement is made effective as of \_\_\_\_\_, by and between the following parties:

"Licensor": West Seattle Coworking, LLC and "Licensee":

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Company: \_\_\_\_\_ Door 6 Digits Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

### **Space License** (select one)

Unlimited Access Memberships (7 days per week)

- Full time membership **\$299/mo**
- Part time membership (10 days/mo) **\$199/mo** (weekdays only)
- Fixed desk add on \$99/mo
- Locker \$30/mo
- Parking \$75/mo

### **Timing & Method of payment**

The licensee agrees to authorize recurring automatic monthly payments on or before the 27th day of the prior month. The licensee agrees to pay \$ \_\_\_\_\_ for the first month of license at time of enrollment. After the initial month, your space license will automatically renewed from month to month until either party gives written notice. Written notice must be received before the 15<sup>th</sup> of the month. Access to The West Seattle Coworking will be given until the end of the last month paid. If subsequent space license fees are not paid in full and on time by the 27<sup>th</sup> of each prior month, the licensee agrees to pay a \$15.00 late fee. If payment falls more than a month behind, the license may be cancelled. If your bank refuses to honor a withdrawal because there are insufficient funds in your account or for any other reason, you will be liable for an additional \$30 reprocessing fee.

**Insurance** West Seattle Coworking carries Liability and Business Property 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 West Seattle Coworking. Our insurance policy and rental agreement are available for your review upon request.

**Rules of agreement** West Seattle Coworking retains the right to terminate this Contract without notice for the following reasons:

- Sharing a door access code at any time to any one for any reason. Sharing the code will result in termination.
- Using the premise for illegal purposes including file sharing, pyramid schemes, gambling, or prostitution.
- Tampering with, or removing any property without permission. Anyone taking, damaging or destroying property will be held responsible for replacement and repairs.
- Causing or permitting any hazardous substance to be used, stored, generated, released or disposed of on or in the Premises. "Hazardous" shall be determined in sole discretion of West Seattle Coworking.
- Acting in a manner that, in West Seattle Coworking's sole discretion, does or is likely to adversely affect the peaceful operation and enjoyment of the premises of West Seattle Coworking, the building, or the building's other tenants, including without limitation creating any disturbance to occupants of the West Seattle Coworking premises or the greater building or their employees, licensees, guests or contractors. This Section incorporates, by reference, the lease agreement presently in place between Cadence Real Estate, Inc. and West Seattle Coworking. If there is a discrepancy between the two documents, the more restrictive term shall prevail.

**The licensee agrees:**

- I am responsible for all guests I bring into the space under the policies outlined in this document. Guests must sign in on every occasion and can only use the meeting room. For use of other amenities please register your guests for a free trial day or buy a day pass.
- I will use the premise for only the days per month I paid for and will pay extra if I use the premise additional days.
- I must maintain both my work area and the common areas shared by multiple licensees in a neat, clean and sanitary condition.
- The West Seattle Coworking facility is for business or approved event use only. Overnight use is not permitted.
- The West Seattle Coworking facility is part of a mixed use building that includes residential dwellings. Under Seattle Municipal Code 25.08, and all subsections, I am responsible for ensuring that neither I nor my guests cause any noise disturbance to other building tenants or neighbors. Quiet hours are 10 PM to 7 AM.
- Any signs, symbols, or pictures that I wish to place in the windows or doors, or upon any interior part of the building other than community boards, shall be subject to the approval of West Seattle Coworking.
- My Space License Agreement with West Seattle Coworking does not constitute a lease, but is rather a license between West Seattle Coworking and myself for licensing of a given space and common area.
- I am responsible for my own personal property. West Seattle Coworking is not liable for any loss or theft of personal property.
- Neither Cadence Real Estate, Inc., nor West Seattle Coworking, LLC nor their respective agents shall be liable for, and Licensee agrees to defend and hold Cadence Real Estate, Inc., and West Seattle Coworking, LLC and their respective agents harmless from, any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the Premises by any person, firm or corporation. Licensee shall indemnify, defend and hold Cadence Real Estate, Inc., and West Seattle Coworking, LLC harmless from and against all loss, cost and expense, including attorney's fees, arising from any act, omissions or negligence of Licensee or its officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Property. The foregoing provisions shall not be construed to make Licensee responsible for loss, damage, liability or expense resulting from injuries to third parties caused solely by the gross negligence or intentional misconduct of Cadence Real Estate, Inc., nor West Seattle Coworking, LLC or their officers, contractors, licensees, agents, employees of other tenant of the Property. Licensee specifically and expressly waives any immunity it may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW: Licensee's indemnity obligations under this agreement shall be limited by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. This paragraph has been specifically and mutually negotiated by the parties.
- By my signature below, I represent that I have read the above terms and conditions in their entirety, have been given the opportunity to ask questions and/or have this document reviewed by legal counsel, and that I understand and agree to abide by the above terms and conditions of my Space License with West Seattle Coworking.

\_\_\_\_\_  
Licensee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
West Seattle Coworking Signature

\_\_\_\_\_  
Date