



## 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: \_\_\_\_\_

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

Emergency Contact name and phone: \_\_\_\_\_

### **Space License:**

- Full time membership \$325 (**\$299/mo if paid via ACH**)
- Part time membership (10 days/mo) \$225 (**\$199/mo if paid via ACH**)

### **Other:**

- Permanent desk add-on \$100/mo
- Locker \$49/mo
- Varies \_\_\_\_\_)

### **Payment and cancellation info**

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 + a one-time \$25 processing fee 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 30 day before cancellation is due. Access to The West Seattle Coworking will be given until the end of the last day 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 week 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 \$25 reprocessing fee. In case of a 12 month contract rescission, the licensee will be penalized with 3 months dues.

Routing and Account number OR credit card #, expiration date and 3-4 digit code

**Insurance** While West Seattle Coworking carries Liability and Business Property insurance, we are not to be held responsible for anything concerning your guests. We strongly suggest that you carry your own Renters/Business Insurance policy to cover your own equipment and guests while using our space.

**Rules of agreement** West Seattle Coworking retains the right to terminate this Contract without notice for any reason, including the following:

- Sharing a door access code at any time to anyone for any reason. Sharing the code will result in termination without refund.
- 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 fully 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' 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 Shamiran Trade, LLC. 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 space while you are present. For meeting exceeding two hours the guest(s) will need to purchase a day pass, unless otherwise arranged with our permission.
- 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 in a neat, clean and sanitary condition.
- The West Seattle Coworking facility is for business or approved event use only.
- 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 Shamiran Trade, LLC., nor West Seattle Coworking, LLC nor their respective agents shall be liable for, and Licensee agrees to defend and hold Cade, 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 Shamiran Trade, LLC., and West Seattle Coworking, LLC harmless from and against all loss, cost and expense, including attorney's fees, arising from any act, omissions of 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 Shamiran Trade, LLC., 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