

# Office Divvy Membership Agreement

The following pages must be initialed and last page signed and the agreement countersigned for this document to be executed and deemed in effect.

- Membership Agreement
- Schedule A, Schedule B, Schedule C

A location and mailing address with suite number will be assigned AFTER this agreement is executed and onboarding invoice has been paid.

Location, Address and Membership privileges are for active, paid memberships only. These privileges do not exist until the agreement is executed and an address is assigned.

## MEMBERSHIP AGREEMENT

This Agreement is for the use of professional office space and equipment based upon membership plans offered by Office Divvy, LLC. This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Parties hereto: Office Divvy, LLC (the "Provider"), whose address is *389 Palm Coast Parkway SW, Suite #4, Palm Coast, Florida 32137*, and \_\_\_\_\_ (the "Member"), whose mailing address is \_\_\_\_\_.

The Provider, Office Divvy, LLC has entered into a Master Lease for the building (the "Suites") at West Pointe Plaza, at the following address: 389 Palm Coast Parkway SW, Ste #3 and #4, Palm Coast, Florida 32137. This Agreement is subordinate to the Provider's lease with the building ("Master Lease") dated February 15, 2008, including any and all future amendments thereto or renewals thereof.

The Member wishes to purchase a membership from the Provider for the fractional use of certain portions of the Suites for the purposes of conducting the Member's business, together with privileges in common to the "common areas" of the Suites. As defined herein, "Member" shall include all officers, directors, employees, and agents of Member.

In consideration of the covenants and promises each to the other made herein, the Parties hereto agree as follows:

**1. PREMISES.** Provider agrees to provide to Member, and Member agrees to pay a monthly Membership Fee to Provider for, office space (the "Premises") on a fractional use basis, as outlined in Schedule A (attached hereto), under the terms and conditions described below. In addition to the aforementioned fractional use of the Premises, Member shall have non-exclusive privileges in common with Provider and other Members to use all common areas and facilities available in the Suites, unless otherwise agreed to in writing. Member takes the hereby described Premises in "as is" condition:

- a. Four Offices, Numbered: One (1), Two (2), Four (4), and Six (6)
- b. Three Conference Rooms: Front, Black & White, and Black & Red
- c. Two coworking and hotdesking rooms

**2. TERM.** This Agreement shall be for an indefinite time period ("term"), but said term shall not be for less than two months: namely, the initial month (or remainder thereof) in which this Agreement is entered into, plus one full calendar month thereafter. This Agreement shall terminate upon notice, and shall continue in full force and effect until either the Member or the Provider has given their advance written notice of termination to the other Party, in compliance with subsections 3 and 14, hereto.

**3. AGREEMENT TERMINATION.** Either Party may terminate this Agreement by providing at least one (1) full calendar month advance written notice, to the other Party, in compliance with subsection 14 hereto. Once valid notice of termination has been provided, the Agreement shall terminate upon the last day of the last, full calendar month for which said advance written notice of termination was given. Once either Party has provided to the other Party such advance written notice, Provider shall apply the last month's Membership Fee (more fully described in subsection 4, below) toward Member's last month under this Agreement.

**4. MEMBERSHIP FEE.** Member agrees to pay to Provider a Membership Fee, described in attached Schedule A, for the fractional use of the Premises. Provider will send invoices in advance of payment due, or create an automatic credit card subscription for the Member. Member's first payment shall include the initial month's Membership Fee, the last month's Membership Fee, plus a one-time Account Set-Up Processing Fee, as outlined in Schedule A.

Under no circumstances will the last calendar month's Membership Fee, or any part thereof, be refunded. The last month's Membership Fee is secured to be held by provider and it shall only be applied toward Member's last month of membership hereunder.

Any and all sums Member is obligated to pay under the terms of this Agreement shall be construed as Membership Fee obligations, including all Overages, Surcharges, and Optional Programs, as better described in Schedule A hereto, and in addition to the monthly Membership Fee set forth therein. Such additional Membership Fee obligations shall include a service charge of Fifty Dollars (\$50.00) for each of Member's dishonored checks returned by the institution on which said checks are drawn.

**5. USE.** Member shall use the Premises solely for lawful business operations, specifically described here as,

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Describe Name and Line of Business Above

and for no other purpose. Member shall not do or permit anything to be done in or about the Suites or Premises which will in any way obstruct or interfere with the rights of other Members or occupants of the Suites, disturb, injure or annoy them, or use or allow the Premises to be used for any improper, unlawful, objectionable purpose; nor shall Member cause, maintain or permit any nuisance in, on or about the Premises. Member shall not commit or suffer to be committed any waste in or upon the Premises or Suites. Member agrees that Member will not offer, or use the Premises to provide to others, services provided by the Provider to Provider's other Members (i.e., fax machines, copiers, etc.). Furthermore, lounging or unnecessary loitering within the Premises or Suites that interferes with the convenience of other Members is prohibited.

**6. DEFAULTS.** If Member fails to make any payment of Membership Fee, including any other payment required to be made by Member hereunder (see subsection 4, hereto), Provider, at its option, may terminate this Agreement, after giving Member ten (10) days written notice to pay. If Member pays said Membership Fee within ten (10) days of receipt of said notice, this Agreement shall continue in full force and effect.

If Member withholds the Membership Fee or deducts or offsets from Membership Fee any amount, for any reason, after Provider gives Member ten (10) days written notice to pay, Provider, at its option, may terminate this Agreement.

If Member fails to observe or perform any of the provisions of this Agreement, and where such failure were to continue for a period of (10) days after written notice thereof, Provider, at its option, may terminate this Agreement.

If Member's conduct within the Suites or Premises constitutes a gross violation of the Rules and Regulations (see, Schedule B hereto) or Use (see, subsection 5 hereto) provisions of this Agreement, then Provider, in its discretion, may immediately terminate this Agreement, without notice, and Member shall forfeit any monies held by Provider, including, but not limited to the last month's Membership Fee. Member's forfeit of such monies shall not constitute a waiver on the part of the Provider to pursue any and all legal remedies available to it under the law for said gross violation on the part of the Member. This clause is imperative to the stable and orderly business operations of other Members, so that a professional business atmosphere may be preserved.

**7. WAIVER.** Provider's failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by Provider of such condition or right. Provider's acceptance of Membership Fee with knowledge of any default hereunder by Member shall not be deemed a waiver of such default, nor shall it limit Provider's rights with respect to that or any subsequent right.

**8. INSURANCE.** Provider has blanket liability insurance coverage for the common areas in the Suites. Provider's insurance does not cover the Member's property in the Suites and/or Premises. Provider will not be liable to the Member, or to any other person, for any damages or business interruption on account of loss, damage, fire, or theft of any personal or business property, including, but not limited to, property left with Provider's personnel, or other property purchased by, or belonging to, Member.

Member agrees that it shall, at all times while this Agreement is in effect, carry liability insurance in the minimum amount of \$500,000.00, and list Provider as an insured under the policy.

**9. INDEMNIFICATION.** Member shall indemnify and hold harmless Provider from and against any and all claims arising from Member's use of the Premises, or from the conduct of Member's business or from any activity, work, or anything else done, permitted or suffered by Member in the Premises. Member shall further indemnify and hold

harmless Provider from and against any and all claims arising from any breach or default in its performance under this Agreement, and Provider's landlord, hereby assumes all risk of damages of this Agreement, or arising from any negligence of the Member or any of Member's agents, contractors, visitors, or employees, and from and against all costs, attorney fees, expenses and liabilities incurred in the defenses of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Provider by reason of any such claim, Member, upon notice from Provider, shall defend the same at Member's expense by counsel satisfactory to Provider and Provider's landlord. Member, as a material part of the consideration to Provider and Provider's landlord, hereby assumes all risk of damage to property or injury to persons in the Premises and Member hereby waives all claims in respect thereof against Provider.

**10. COMMON AREAS.** All Suite areas not described within the definition of the "Premises" (see, subsection 1 hereto) constitute the common areas. Member shall have the non-exclusive right of access and use of the common areas and facilities contained therein.

**11. MASTER LEASE.** Member shall have no greater rights to the use and occupancy of the Suites and Premises than Provider has with the Building under the Master Lease. In particular, Member's term under this Agreement shall not be greater than Provider's term under the Master Lease. Member is bound to Provider in the same manner as Provider is bound to the Building with respect to all standard lease provisions (e.g., eminent domain, destruction of building, etc.).

Termination of the Master Lease shall terminate this Agreement and all of Provider's obligations hereunder. If Provider's interest is so terminated, Member shall, at the option of the Provider's landlord, attorn to Provider's landlord and recognize Provider's landlord as Provider under this Agreement. Member shall execute and deliver at any time when requested by Provider's landlord an instrument to evidence such attornment. In no event, however, shall Provider's landlord be liable for any previous act or omission by Provider under this Agreement, or for the return of any advance membership fee payments or deposits under such agreements that have not been actually delivered to Provider's landlord, nor shall Provider's landlord be bound by any modification to any such Agreements executed without the Provider's landlord's consent, or for any advance Membership Fee payments in excess of one month's Membership Fee. Member waives the provision of any law that may give Member any right of election to terminate this Agreement or surrender Member's possessory interest in the Premises by reason of the termination of the Master Lease. This paragraph does not obligate Member in any way to the Master Lessor of the Building or to anyone else, for anyone else's rent, or any payment whatever, except as expressly set forth in this Agreement.

At any time, Provider may terminate this Agreement upon thirty (30) days written notice to Member in the event that Provider's interest in the Master Lease is terminated.

**12. PERSONAL PROPERTY.** Member will make no claim of any nature against Provider, due to any damage of personal property, unless such damage or destruction should arise from gross negligence or willful misconduct of agents or employees of Provider in the course of their employment.

Provider will not be responsible for the theft of personal property while Member and/or its customers/clients are on or about the Premises or Suites.

**13. SUBLETTING OR ASSIGNING.** Member shall not sublet or assign the Premises or Suites or any part thereof, nor shall Member assign any of Member's interests under this Agreement, for any period of time, without the prior written consent of Provider. Any subletting or assignment of this Agreement which is not in compliance with the provisions of this paragraph shall be null and void, and shall, at the option of Provider, terminate this Agreement. Should Member violate the terms of this subparagraph, Member shall be liable for any expense, including, but not limited to, attorney's fees and costs, whether or not litigation ensues, which Provider may incur in regaining possession of the Premises or so much of the Premises as Member may have subleased or assigned without Provider's consent.

**14. NOTICE.** Any notice regarding this Agreement, from Member to Provider, including the termination of this Agreement, shall be in writing and sent to the Provider's address by certified mail, Federal Express, UPS, or by e-mail (with confirmation receipt) sent to *frontdesk@OfficeDivvy.com*. All notices regarding this Agreement, from Provider to Member, shall be in writing and sent to the address listed in the preamble to this Agreement by certified mail, Federal Express, or UPS.

**15. RULES AND REGULATIONS.** Member shall observe at all times Provider's Rules and Regulations, a copy of which is attached hereto (Schedule B).

**16. REPAIR OF PREMISES.** Repairs of damage caused by Member, or its customers/clients, shall be paid for by Member.

**17. MODIFICATION.** None of the terms of this Agreement shall be modified by either Party, unless agreed to in writing under the same formality as the terms and conditions of this Agreement.

**18. GOVERNING LAW.** The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this entire Agreement.

**19. VENUE.** The exclusive venue for any dispute based upon or arising out of this Agreement shall be Flagler County, Florida.

**20. JURY TRIAL WAIVER.** In the event that any controversy or claim arising out of or relating to this Agreement shall be heard in a court of law or equity, the Parties hereto agree that they hereby waive their right to have same heard before a jury.

**21. COSTS AND ATTORNEY'S FEES.** In the event that a controversy or claim should arise out of or relate to this Agreement, the prevailing party thereto shall be entitled to payment of its costs and attorney's fees from the non-prevailing party.

**22. SEVERABILITY.** In the event that any term, provision, paragraph, subparagraph or Article of this Agreement is declared illegal, void or unenforceable, it shall not affect or impair the other terms, provisions, paragraphs, subparagraphs or Articles of this Agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the illegality, voidness or inability to enforce any term, provision, paragraph, subparagraph or Article of this Agreement.

**Initial each page and fill out and sign below.  
Both party signatures are required to execute this document.**

**MEMBER**

\_\_\_\_\_  
Business Name - If Applicable

\_\_\_\_\_  
Name & Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PROVIDER**

Office Divvy, LLC  
\_\_\_\_\_

\_\_\_\_\_  
Name & Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date