



Terms and Conditions

I agree that the Services provided to me by Office Alternatives, LLC and / or Manakin Farms, Inc. and/or its official agents (hereinafter "Office Alternatives")—said services including but not limited to internet access, printer services and use of the office space at 8942 Quioccasin Road, Richmond, VA, United States (hereinafter "The Space")—are subject to the following Terms and Conditions of Membership:

I. INTRODUCTION AND ELIGIBILITY

1.1. These Terms of Use ("Terms") constitute a binding agreement between you and Office Alternatives, LLC. and its affiliates and subsidiaries ("Office Alternatives," "we," "us"). Please read these Terms carefully before using the Office Alternatives Services.

1.2. This agreement is a legally binding contract. It may change as our service changes.

1.3. By joining Office Alternatives, you automatically agree to our terms and conditions. Terms and Conditions are updated and posted to the website for review.

II. LIMITED RIGHTS TO USE OF SPACE

2.1. I understand that my membership does not constitute a lease or sublease but is only a license to use The Space.

2.2. I understand that membership is a privilege that may be revoked at Office Alternatives discretion. If my membership is revoked, I understand that Office Alternatives will not return my membership dues for the remaining period of membership, and I agree to forfeit my membership, keys, security card and any other evidence of membership.

2.3. I understand that all amenities provided by Office Alternatives, including but not limited to opening hours, availability of a particular working area, use of the printer, or availability of the Internet are to be deemed as additional privileges of membership, are included in the cost of membership, but are subject to change.

2.4. I understand that my use of The Space may on occasion be disrupted. This may include, but is not limited to: (i) the offering of events or Services on the premises that are not included in the standard membership and that may require additional fees to attend or use, and (ii) the need to move to another work area and under rare circumstances to vacate the premises entirely.



2.5. I understand that Office Alternatives will do its best to announce to the member community in advance of any known changes or disruptions to member access to The Space or to the use of Services provided by Office Alternatives

2.6. I understand that if I lose or damage the security cards, suite keys, or suite key chain there will be a \$15.00 penalty for each.

2.7. I understand that Office Alternatives is not responsible for any property I leave behind in any of our Premises. It is my responsibility to ensure that I have retrieved all of my personal items prior to leaving. Prior to the termination or expiration of my membership, I will remove all of my property from all premises. After providing me with reasonable notice, Office Alternatives will be entitled to dispose of any property remaining in The Space, and I waive any claims or demands regarding such property or our handling of such property. I will be responsible for paying any fees reasonably incurred by us regarding such removal.

III. TERMS OF PAYMENT & MEMBERSHIP

3.1. Members are responsible to pay for the entire length of their selected Membership Period (monthly or annually). Memberships are per person. Guests are not permitted unless they have paid a guest fee for an accompanied suite or conference room booking or you have written permission from management.

3.2. If the annual membership is selected, please note that dues are paid up front and no part of the dues paid will be refundable.

3.3. Memberships must be paid at minimum in monthly installments, with the first installment being made prior to the commencement of membership, and each subsequent installment being made at least one day prior to the month to which the Payment applies.

3.4 Cancellation of membership can be done by providing written notice to an agent of Office Alternatives not less than thirty (30) days prior to the last day prior to the next month.

3.5. Payments received more than five days after their due date will be charged a Late Fee of \$35 and the Member—owing such Payments for Membership or Late Fees—may be denied access to The Space and its Services until such time as said Payments are up to date.

3.6. Automatic membership renewal – Notice required. Unless the member gives written notice to the contrary 30 days prior to monthly membership renewal, the membership shall be on a monthly basis.



IV. RESPECT FOR COMMUNITY INTERESTS

- 4.1. I understand that Office Alternatives has been created for the benefit of the entire community of members and that my own membership should not interfere with the interests of the community as a whole.
- 4.2. I understand that no member, including myself, has rights to permanent use of any given space except under written agreement with Office Alternatives.
- 4.3. I agree not to maintain or store any inventory of goods in common areas of the premises that have not been expressly designed for such purpose.
- 4.4. I understand that I must clean up after myself or my guests.
- 4.5. I understand that I must receive permission from Office Alternatives to post signs, host events, or otherwise use The Space in ways that may impose on the interests of the membership community.
- 4.6. I agree not to act in a manner that in Office Alternatives sole discretion does or is likely to adversely affect the peaceful operation or enjoyment of The Space, the building in which The Space is located, or the building's occupants, guests, or contractors.
- 4.7. I must not directly or indirectly take, copy or use any information or intellectual property belonging to other members or member companies or any of their guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same.

V. NO ILLEGAL OR OTHERWISE OBJECTIONABLE ACTIVITY

- 5.1. I agree not to engage in any illegal activity in The Space or in or around the building in which The Space is located, including but not limited to drug use or illegal online activity.
- 5.2. I agree not to engage in any online or business activity of the sort that may damage or impair the functioning of The Space or its Services, including but not limited to overburdening or impairing any servers or networks connected to The Space.
- 5.3. I further agree not to engage in any online or business activities of a questionable moral character that may damage or otherwise adversely affect the benefits of Membership, Office Alternatives reputation, or the reputation of Members of The Space, including but not limited to using The Space in connection with downloading or using trademarked or copyrighted material without permission, pyramid schemes, spam, identity theft, defaming or harassing others, or uploading or downloading profane or indecent material. In cases where a



judgment call remains to be made, such judgments will be made at the sole discretion of Office Alternatives

5.4. I may be required to present a valid, government-issued photo identification in order to gain access to our Premises. For security purposes, we may regularly record via video certain areas of our Premises. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.

VI. INDEMNIFICATION AND LIMITED LIABILITY

6.1. I understand that if someone or something at The Space gets hurt or damaged as a result of my negligence, then I am responsible to pay for that injury or damage if my insurance provider does not.

6.2. In no event shall Office Alternatives, or its agents, employees, members, shareholders, or guests 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, 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 Space or its Services, the provision of or failure to provide Services, or otherwise under or in connection with any provision of this agreement.

6.3. I agree not to hold Office Alternatives or its employees or agents responsible for the loss, theft, or damage of Members' personal belongings including but not limited to laptop computers, cell phones, clothing, bags, wallets, or books.

6.4. Office Alternatives will carry Liability and Personal Property insurance for property belonging to Office Alternatives and The Space. As a Member, it is strongly suggested that you carry your own liability and personal property insurance policy to cover your property and to protect yourself against damage to Office Alternatives, The Space, or other Members' personal belongings.



VII. FINAL PROVISIONS

7.1. I understand that Office Alternatives reserves the right in their sole discretion to update or revise these Terms at any time. I understand that Office Alternatives will attempt to contact Members to notify them of any changes within 30 days of their enactment, but I also understand that Members are ultimately responsible to periodically check the Terms and Conditions of Membership for any changes. Changes to these Terms will be effective when posted. If I you object to any changes to these Terms, my sole recourse will be to stop using Office Alternatives without refund.

7.2. In the event that any provision or portion of these Terms and Conditions of Membership are determined to be invalid, illegal, or unenforceable for any reason, in whole or in part, the remaining provisions shall be unaffected and shall remain in full force and effect to the fullest extent permitted by the law.

7.3. The rights and obligations not specified herein shall be governed by the law. Any disputes shall be settled in compliance with the law. By my signature below, I represent that I have read the above Terms and Conditions of Membership 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 Membership and by the Office Alternatives.

Signed:

Contact Information

Signature

Address

Name

Address

Date

Phone

Email Address