



1449 S. Michigan Ave.
Chicago, Illinois 60605
p. 773-786-3330
www.MoxEChicago.com

COWORKING MEMBERSHIP & USE AGREEMENT

Welcome to Mox.E! We are thrilled to have you join us. Mox.E is a professional coworking community within a shared environment. To help each other work, grow, and succeed in this space, Members, visitors, and their guests, must adhere to terms of use and service set forth below. These terms are rooted in principles of mutual support and respect for each other and Mox.E as a physical space.

The term ‘*space*’ as used in this Agreement means the physical premises designated for member use by Mox.E Coworking. Mox.E and Mox.E Coworking are divisions of Entrenuity NFP, an Illinois nonprofit corporation.

Membership Features

Below are some, but not all, of the benefits members receive as part of their membership:

All Coworking Memberships (excludes Virtual Mailbox Membership)

- Personal Access Code for Space Entry
- Access to High-Speed Internet
- Use of Conference Rooms & Phone Booth Space¹
- Host Evening Or Weekend Events/Workshops¹
- Coffee, Tea, And Other Refreshments (as available)
- Printer/Copier/Scanner/Fax²
- Unlimited Access to Mox.E Virtual and Live Events; Workshops; and Community Groups

Work From Home Membership (\$ 125 /mo.)

- Access to Mox.E Four (8) Days Per Month During Normal Business Hours (M-F; 9:00 AM – 5:00 PM)
- Two (2) Hour of Conference Room Access

Shared Coworking Membership

Month-to-Month (\$ 300 /mo.) | **Annual (\$ _____ /mo.)**

- Unlimited Access to Mox.E During Normal Business Hours (M-F; 9:00 AM – 5:00 PM)
- Six (6) Hours of Conference Room Access

¹ Limits and restrictions may apply based on membership level

² Members are allotted a monthly print credit for _____ pages; pages printed in excess of the monthly allotment will incur standard printing rate charges

Private Office Membership

Month-to-Month (\$ _____ /mo.) | **6-month** (\$ 950 /mo.)

- Unlimited Access to Mox.E During Expanded Business Hours (M-Su; 7:00 AM – 9:00 PM)
- Eight (8) Hours of Conference Room Access & Six (6) Hours of Phone Booth Space Access Per Month

Virtual Mailbox Membership (\$ 75 /mo.)

- Use of Mox.E Address as Member's Business Address
- Access to Pick Up Mail from Mox.E During Normal Business Hours (M-F; 9:00 AM – 5:00 PM) upon notifying the Community Manager
- **No Access** to Coworking Spaces, Private Offices, Conference Rooms, or Phone Booth Spaces

PAYMENT DETAILS

- All membership payments are charged on a prorated basis at time of booking; thereafter, the full monthly payments shall be charged on a recurring monthly basis, on the first of each month.
- All private office memberships require a deposit equal to one month's payment; the deposit will be applied to the final month's membership invoice.
- Thirty (30) day cancellation notice is required for all co-working and virtual mailbox memberships.
- Sixty (60) day cancellation notice is required for all private office memberships.
- Mox-E reserves the right to charge late fees and/or withhold services if payments are not received on time.
- Mox-E reserves the right to adjust rates and change membership plans with a thirty (30) day written notice to members.

PAYMENT METHODS

- Members may pay via Cash, Check, Credit, or Debit Card.

MEMBER CONTACT INFORMATION

Name: _____		
Address: _____		
City: _____	State: _____	Postal Code: _____
Phone: _____		<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home
Email: _____		
How did you hear about Mox.E? _____		
Door Access Code:	<input type="text"/>	
Company Name (if applicable):	_____	
Industry:	_____	
Position/Title:	_____	
Web Address:	_____	
Is it OK to publish your name, photo, company, position, and website on our member directory and website? <i>Your personal contact information (phone, address, email and door access code) will be kept private.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No		

I hereby acknowledge receipt of, and have read and understood, all of the terms and conditions contained in the Membership Agreement and attached Terms of Use, and further agree to be bound to and by such terms regarding my participation in and use of the Space and Services.

Signature: _____ Date: _____

Name (Printed): _____

TERMS OF USE

The following Terms of Use are in place to ensure that everyone is properly protected and respected. Please feel free to contact us at info@moxechicago.com with any questions regarding these terms.

- 1) Acceptance of Terms. The services provided to you, the undersigned (including but not limited to use of office space and access to Internet), by Mox.E are subject to the following Terms of Use (“TOU”). Mox.E reserves the right to update the TOU at any time. Should Mox.E officially update these terms, it will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.
- 2) Description of Services. Mox.E may provide you with access to office space, work stations, Internet access, office equipment, office furniture, conference space, knowledge resources and any other services that may be offered from time to time (collectively, “Services”). The Services at all times are subject to the TOU.
- 3) Use of Space; Personal Liability. As a condition of your use of the Services, you represent and warrant that you:
 - a) will not use the Services for any purpose that is unlawful or prohibited by these terms;
 - b) will keep all areas clean and dispose of your trash;
 - c) will not share your personal access code to anyone;
 - d) will not provide anyone unauthorized access to the space;
 - e) assume any and all loss, liability, and damages (financial or otherwise) arising out of or relating to your actions while using the Services;
 - f) will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (i.e. rights of privacy and publicity) of others within the space;
 - g) will not restrict or inhibit any other user from using and enjoying the Services; and
 - h) will not violate any applicable laws or regulations.
- 4) Respect, Responsibility, Safety, Privacy, and The Safekeeping of Belongings. You shall, at all times, respect, protect, and refrain from endangering, injuring, interfering with, or invading the personal space, personal property, and privacy of all others at Mox.E, including but not limited to staff, members, guests, service providers, and others. You assume complete and sole responsibility for your own safety and privacy at Mox.E. Any items which have been abandoned or otherwise left at Mox.E for more than 30 days past such owner’s membership expiration date will be boxed and sent to their address on record.
- 5) Guests and Membership Privileges. As a member of Mox.E you are able to invite clients to meet with you on-site, or have guests come visit for a short period of time. All guests must adhere to all Mox.E terms and rules out- lined in this agreement while onsite. You are solely responsible, both financially and legally, for the actions, communications, and dealings of your guests. Your membership can be immediately revoked without refund as a result of actions taken by you, your guests, your business associates, your service providers, or any other of your visitors or invitees. In the event of property damage caused by you or your guests, you shall be liable to Mox.E for the actual cost of repairing or replacing the damaged item plus an administrative fee of 5% of the cost of such repair/replacement. Mox.E, in its sole and absolute discretion, reserves the right to terminate your membership immediately due to misconduct. Mox.E reserves the right to consider recurring guests as coworking members subject to the costs and responsibilities included in this document. Those decisions will be made on a case-by-case basis in full communication with all parties involved.

- 6) Notice of Periodic Filming/Photography. By entering into the space or otherwise utilizing the Services, you acknowledge that you have been informed that, from time to time, you may be photographed, filmed, or otherwise recorded as part of the ongoing marketing and operation efforts of Mox.E. Further, by entering the space, you grant your irrevocable consent to Mox.E, its successors, assigns, and licensees to include your name, likeness, photographic image, mannerisms, and voice in any marketing, advertising, or other promotional collateral that may be developed or produced by Mox.E, in each case without compensation and/or credit, and for the same to be used for any purpose whatsoever in any and all media now known or hereafter devised throughout the universe in perpetuity. All photographs, film or video footage, or other audio or video recordings and any works derived therefrom, shall be the sole property of Mox.E and you waive any and all rights of publicity, privacy, or other rights therein. You further waive any and all rights to bring an action at law or equity related to the collateral, and release Mox.E, its officers, employees, affiliates, successors, and assigns, from any and all liability whatsoever related to the collateral. If you do not agree to the above terms, you should not enter the space or utilize the Services.
- 7) Disclaimer of Warranties. To the maximum extent permitted by applicable law, Mox.E provides the services “as is”, and hereby disclaims, with respect to the services, all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, and accuracy or completeness.
- 8) Exclusion of Incidental, Consequential and Certain Other Damages. To the maximum extent permitted by applicable law, in no event shall Mox.E or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually 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 (including of good faith or of reasonable care), 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 services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Mox.E, and even if Mox.E has been advised of the possibility of such damages.
- 9) Limitation of Liability and Remedies. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Mox.E or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you and shall not exceed the total amount paid by you to Mox.E for use of the Services during the immediately preceding twelve (12) month period.
- 10) Waiver of Claims. You, on your own behalf, and on behalf of your members, employees, agents, guests, and invitees, waive any and all claims and rights against Mox.E and our landlords at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officer, agents, and directors (collectively, the "Mox.E Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, except to the extent caused by the gross negligence, willful misconduct or fraud of the Mox.E Parties.

11) Termination. Mox.E reserves the right to terminate any Service at any time. Mox.E further reserves the right to terminate your participation in and use of any Services, immediately and without notice. If Mox.E terminates your access to the services due to misconduct, you will not be eligible for a refund of any amounts paid.

12) Cancellation Policy; Auto-Renewal.

a) *Membership*. A notice of cancellation is required in writing by email to info@moxechicago.com 30 days in advance (for example, if canceling June 1st, written notice must be sent before May 1st) for all co-working and virtual mailbox memberships, and 60 days in advance for all private office memberships. We will be unable to process any refund if the member chose to terminate the membership before the agreed duration of membership.

b) Day passes are billed at the time of entry into the Mox.E workspace and are non-refundable under any circumstances.

c) *Meeting & Conference Room Reservations*. No refund is available if the reservation is cancelled after the event start time.

d) *Event Hosts*.

i) If you are using a Mox.E workspace as the venue for your event, you may cancel your event for a full refund at least 72 hours in advance of your event date. The cancellation must be submitted in writing by email to info@moxechicago.com.

ii) If your cancellation is received within the 72 hours prior to your event date, then you will be refunded 50% of your event fees.

e) *Event Tickets*.

i) If you have purchased a ticket for a Mox.E sponsored event, workshop or other program, you may cancel your participation at least 24 hours before the start of the event for a full refund of the ticket price. The cancellation must be submitted in writing by email to info@moxechicago.com.

ii) If you cancel after 24 hours before the start of the event, you will receive a Mox.E "credit" in the amount of the full price of the ticket. This credit can be used for future programming, a Mox.E membership, meeting room reservations or any other Mox.E service.

iii) Tickets are transferable to another party if the purchaser of the ticket is unable to attend the event.

iv) If you have purchased a ticket for an event that is held at Mox.E but is hosted by a separate party or organization, then you must contact that party directly regarding their refund policy.

v) Mox.E is in no way responsible for the payment or refund terms for outside organizations holding events within our workspace.

f) *Flexible terms*.

i) Reservations cancelled within 24 hours of booking or 30 days before the scheduled start date will receive a full refund of the initial payment.

ii) If member cancels after the reservation starts, no refund is available. We do not issue refunds for payments already processed.

- iii) If there is a complaint from either party, notice must be given to Mox.E within 24 hours of the reservation start time.
 - iv) Reservations cancelled before the start date , but after 24 hours and less than 30 days before the start date will receive a 50% refund of the initial payment.
 - v) Reservations or memberships cancelled after the start date will receive no refund for the initial payment and will owe for the next full calendar month. If the reservation or memberships is for a term longer than month-to-month, guest will also owe 50% of any remaining unpaid fees for the term.
 - vi) A reservation or membership is not officially cancelled until the guest receives a cancellation confirmation e-mail from Mox.E coworking. If the cancellation e-mail is not received, contact us. If any credit/debit card charge is not honored for whatever reason within 7 days of the payment due date, you shall pay us 10% of the unpaid balance as a late fee. We may cancel your membership with immediate effect if you have breached any terms and conditions of this agreement, or membership fees or other charges remain unpaid 7 days after the due date and such a breach is not remedied by you within seven days, after being notified by us. There will be no refunds if you do not notify us as described above.
- 13) Indemnification. You release, and hereby agree to indemnify, defend and save harmless Mox.E and its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon, or arising out of, your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by Mox.E or its respective officers and agents in connection with the defense of such claim or lawsuit.
- 14) Governing Law. This TOU, the Membership Agreement, and the related transactions contemplated by each, shall be governed by and construed in accordance with the laws of the State of Illinois.
- 15) Severability. In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.