SYRACUSE COWORKS MEMBERSHIP AGREEMENT

THIS SYRACUSE COWORKS MEMBERSHIP AGREEMENT ("Agreement") is made and entered into on the date below between Syracuse CoWorks ("SCW") and the undersigned ("Client").

R E C I T A L S:

This is an Agreement between SCW and Client regarding space located at the 601 Allen St., Syracuse, NY (the "Space") upon the terms hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Rent: For the duration of this agreement rent shall be the option checked ☑ below:

[ ] **Basic Monthly ($75/month)**

The space will be available during normal business hours, Monday through Friday between 8:00 AM and 5:00 PM, with no reserved seating assignment and no guaranteed seating availability.

[ ] **Standard Monthly ($150/month)**

The space will be available during normal business hours Monday through Friday between 8:00 AM and 5:00 PM and the ability to reserve spaces, including after-hour events. No reserved seating assignment and no guaranteed seating availability.

[ ] **Resident Monthly ($200/month)**

The space will be available 24/7 with individual security access and the ability to reserve spaces, including after-hour events. You also get a reserved seating assignment and guaranteed seating availability.

[ ]   **Private Office:**   [ ] single @ $275/mo.   [ ] double @ $350/mo.   [ ] double+ @ $400/mo.   [ ] suite @ $475/mo.

The space will be available 24/7 with individual security access, reserved private office.

[ ] **Other:** monthly rate: _____   additional: _____

approved:

_____

2. Period. The initial period of this Agreement shall be one month (the "Initial Period"), to commence on the same day each month, based on the signup day, and to terminate one month later, subject to earlier termination upon the terms hereinafter set forth. SCW may, upon its sole discretion, permit Client to continue under this Agreement for an additional period or periods ("Renewal Period", together with the Initial Period, the "Periods"). Unless otherwise stated in a writing, each Renewal Period shall be upon the same terms and conditions as specified in this Agreement; however, SCW reserves the right to alter or modify the terms and conditions of this Agreement for any Renewal Period by providing notice to Client at any time prior to expiration of the Period then in effect. Upon termination, Client shall quit the Space, return any access card, and leave the Space in the same condition as prior to the Initial Period, reasonable wear and tear excepted.

3. Use of Space.

(a) **Client**. In addition to wireless internet; access to the Space from 8:00 a.m. to 5:00 p.m. on all business days; access to any shared office equipment; availability of SCW facilities and conference space; Client may use the Space only for purposes consistent with the use of office space. Client shall not cause or maintain any nuisance within the Space; nor shall Client use or permit the use of the Space for any purpose or in any manner which, in the sole discretion of SCW, is a dangerous, noxious, or offensive trade or business, or otherwise disturbs the use of the Space by any other client. Client shall take good care of the Space and will keep the same neat and clean. Without prior approval of SCW, Client shall not make any installation, alteration, or improvement to the Space. **Membership is non-transferable and limited to one membership per person.**

(b) **SCW**. With or without notice to Client, SCW shall have access to the Space at any time or for any reason; including, but not limited to, inspection of the general condition and state of repair of the Space; making repairs and maintaining the Space; removal or replacement of fixtures, furniture, artwork, or equipment; showing the Space to prospective clients; or holding meetings or events. No diminution or abatement of payments due hereunder shall be allowed for inconvenience or discomfort arising from any of the above.

4. **Insurance; Indemnification**. Client shall maintain such insurance coverages as to its own equipment and tangible assets, general liability insurance and business interruption insurance as to its business operation as it may deem necessary in its sole discretion. Client shall indemnify and hold SCW harmless against any and all claims resulting from any injury to persons or property sustained in or about the Space by any person occasioned by Client's use or occupancy of the Space except for the negligence or intentional acts of SCW, SCW's agents or employees which cause or contribute to such injury or damage.

5. **Default**. SCW shall have the right to declare Client in default if Client shall fail to perform or observe any term, provision, agreement or covenant of this Agreement on the part of Client to be performed or observed, and such failure shall continue for three (3) days after notice thereof received by Client from SCW. Upon the date specified in the notice of default; the Period and all rights of Client under this Agreement shall terminate. If an event of default occurs, SCW may remove and retain any property of Client remaining in the Space.

6. **Miscellaneous Provisions.** All notices given hereunder shall be in writing and can be served by either hand delivery, e-mail or mailed to a party at the addresses below written. Any party may designate another addressee and/or change its address for notices hereunder by a notice given pursuant to this Paragraph. This contains the entire agreement between the parties and supersedes any oral or written agreements heretofore made. This Agreement may not be modified or amended except by a writing signed by the parties. This Agreement may be executed in any number of several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed, scanned or photocopied signatures shall be deemed equivalent to original signatures.

IN WITNESS WHEREOF, the parties hereto have made this Agreement effective of the day and year written below.

Client   **Syracuse CoWorks**

Signature: _____   Signature: _____

Print Name: _____   Print: _____

Date: _____   Date: _____

Title: _____   Title: _____

Street: _____

City, State: _____

Email: _____