



432 n. main street
blacksburg, va 24060
540.443.9350 ext 701
www.techpad.org

TechPad co-working agreement

This Co-working Agreement is effective this ____ day of _____, 2019, by and between TechPad, LLC (“Operator”) and the following Member:

Member: _____
Address: _____
Email: _____
Phone: _____
SSN/FEIN: _____

If Member is a business, the individual representative, primary contact and personal guarantor of Member’s performance and payment, who acknowledges and agrees that Member’s membership in TechPad personally benefits his/her professional development as well, shall be:

Individual: _____
Address: _____
Email: _____
Phone: _____
SSN: _____

1. **Services.** TechPad (432 N. Main Street) is a co-working facility located in Downtown Blacksburg, Virginia, owned and operated by Operator, a Virginia limited liability company. TechPad offers services and co-working spaces designed to provide entrepreneurs, small and emerging business owners and working professionals the resources needed to develop, operate and grow their businesses. Operator reserves the right to modify, suspend, cancel or supplement the services and facilities it provides at any time, based on the overall needs of its members.

2. **Member’s Rights.** This Agreement governs all space utilization and occupancy privileges within TechPad. Nothing about this Agreement confers any ownership rights of any type to Member in any of these organizations, business entities or properties. Nor does this Agreement create or constitute any partnership, agency or joint venture arrangement between Member and Operator. All access, use, rights and privileges conferred on Member by this Agreement are on a non-exclusive basis, subject to Member’s acquiescence and adherence to TechPad’s House Rules, which shall be provided to Member and may be amended from time to time. Member’s continued membership renewals, use of any space offered hereunder, and continued enjoyment of privileges hereunder constitute(s) binding agreement to the House Rules in effect at the time

of each renewal or use of TechPad. Member's rights and privileges hereunder are not transferrable or assignable.

3. **Assignment.** This Agreement may be assigned by Operator to any entity or individual. This Agreement may NOT be assigned by Member.

4. **Membership.** Member and Operator agree to the following membership, fees and privileges for Member:

_____ **Complimentary Day Pass (via Promotion or Reciprocal Privileges Agreement)**

- Includes use of TechPad unreserved co-working areas and facilities for the day

_____ **Single Day Pass, \$10/day**

- Includes use of TechPad unreserved co-working areas and facilities for the day

_____ **Conference Room/Event Pass, \$25/hour, up to 12 people; \$40/hour, 12 to 24 people**

- Includes use of TechPad conference room, unreserved co-working areas and facilities for group meeting, program or presentation; subject to availability and space constraints as determined in the sole judgment and discretion of Operator

_____ **Mailbox Member, \$15/month**

_____ **+ \$50 key security deposit (refundable when key returned)**

- Monthly membership, includes USPS mailing address and private locking box w/key (mailbox keys remain the property of Owner and must be returned immediately upon termination of mailbox membership; failure to return mailbox key forfeits the key security deposit)

_____ **Unreserved Co-working Member, \$25 initial membership fee + \$100/month**

_____ **Total**

- Monthly membership, with use of unreserved co-working area of TechPad on first-available basis
- Private conference room usage 2 times per month not to exceed 2 hours each time (may reserve at \$10/hour after) on first-available basis

_____ **Reserved Desk Member, \$25 initial membership fee + \$225/month**

_____ **+ \$35/month for reserved parking space if selected**

_____ **Total**

- Monthly membership, with single reserved work station within TechPad
- Private conference room usage 4 times per month not to exceed 2 hours each time (may reserve at \$10/hour after) on first-available basis

_____	Reserved Private Suite Member, \$25 initial membership fee
_____	+ \$250/month (suite)
_____	+ \$200/member (minimum member rentals per suite apply)
_____	+ \$35/month for reserved parking space if selected
_____	Total

- Monthly membership with reserved private suite within TechPad as determined by Member and Operator; rates vary per suite
- Private conference room usage 4 times per month not to exceed 2 hours each time (may reserve at \$10/hour after) on first-available basis

5. **Membership Fees.** All fees are due and payable in full prior to Member enjoying any use, privileges and rights pertaining thereto. All monthly membership fees are payable monthly and are due in advance on the 26th day of the month preceding the month to which such fees are applicable, by electronic bank debit, or other approved electronic transfer of funds from Member's bank account, scheduled to recur automatically on a month-to-month basis. All fees will be collected on a calendar month basis without proration for any initial partial month. All fees are subject to modification by Operator in its sole discretion upon fifteen (15) days written notice to Member prior to the commencement of the next term (month or quarter) by email and by updating the fee schedule and benefits on its website and/or other message board used for internal communications.
6. **Operator Disclaimer.** Operator makes no representations or warranties to Member and expressly disclaims any such warranty as to the premises, services, furnishings and utilities at TechPad and any other space offered hereunder for use by Member. All spaces offered hereunder for Member's use are offered AS IS. Member has had the opportunity to examine and know the condition of any such space prior to entering into this Agreement and agrees that it is in good condition, working order, repair, and fit for the purposes for which Member intends to use it. Member is solely and exclusively responsible for ensuring that any space offered and accepted hereunder can be used lawfully for the conduct of Member's business, and Operator disclaims any representations or warranties in this regard.
7. **Compliance with Law.** Member will not use or permit any person to use any space offered hereunder in violation of the laws of the United States of America, the Commonwealth of Virginia, or the ordinances or other regulations of The Town of Blacksburg or Montgomery County. Member will keep all spaces used in a clean and wholesome condition. Member will in all respects and at all times fully comply with all lawful health, fire, and police regulations of the Town of Blacksburg or Montgomery County. Member shall waive, release, hold harmless, defend, and indemnify Operator, LHOM LLC (parking lot owner) and their managers, members, owners, principals and agents, against and for any and all claims, complaints, cause of action and/or liabilities arising out of any violation, actual or alleged, of any law, ordinance, code, permit, or regulation by Member and/or Member's agents and guests.
8. **Insurance.** Operator shall have no obligation to provide insurance to cover any losses that Member may incur as a result of Member's exercise of privileges or use of any space hereunder. Member is responsible for the safety and security of Member's personal property at all times and expressly disclaims any responsibility by Operator to guard against theft or loss of Member's personal property. Member is advised to consult with an independent insurance advisor to obtain adequate insurance to cover Member's protectable interests. Member will not

permit anything to be done that either directly or indirectly is in conflict with insurance policies carried on any space offered hereunder or property in which it is housed. Nor shall Member take any action that increases the premium of such insurance or adversely affects coverage. Member agrees to indemnify and/or make reimbursement to Operator or any property owner in the event any such premium increase or loss of coverage occurs as a result of conduct by Member or Member's guests.

9. **No Alterations.** Member shall make no changes, improvements, alterations or additions to any space offered or made available for use hereunder without the express written authorization of Operator.

10. **No Pets.** Pets are not permitted in any space offered hereunder.

11. **Right of Publicity.** From time to time, Operator may prepare marketing, advertising and other promotional materials that may include one or more of the name, image or likeness of Member in such materials. Member hereby expressly agrees and authorizes the use of its name, image or likeness in such marketing, advertising and promotional materials produced by or on behalf of Operator for purposes of marketing and advertising TechPad to the public, including on the websites and other social media outlets for TechPad, Accelerate Blacksburg and Startup Blacksburg.

12. **Termination, Revocation of Membership.** This agreement, and all rights and privileges of Member hereunder, may be revoked and/or terminated at any time by Operator upon written notice to Member in the event of Member's:

- Default in any payment due hereunder and failure to cure after notice and opportunity;
- Default in the performance or observance of any condition of membership, including failure to adhere to TechPad's House Rules;
- Obstruction of or interference with any other Member's ability to quietly and peaceably enjoy the use of TechPad or any other space offered hereunder;
- Willful, intentional and/or purposeful damage or destruction of any portion or property of TechPad or any other space offered or any property of another Member;
- Conduct unbecoming as a representative of TechPad as disparaging of, intimidating or attacking another on the basis of race, gender, religion, national origin, sexual preference or orientation.

13. **Non-renewal by Member.** Member may discontinue any recurring monthly membership upon written notice of non-renewal for the subsequent month or quarter to Operator by not later than 5:00pm on the 20th day of the month preceding the next term (month or quarter). Delivery shall be made by delivering a physical copy to any owner, operator or manager of AND by emailing a copy of the same to info@creekmorelaw.com. Any Member non-renewal delivered between the 25th and the end of the month shall nevertheless be effective but shall incur a \$25 late cancellation penalty.

14. **Surrender of Property.** In the event of termination or non-renewal for any reason set forth above, Member shall peaceably surrender and vacate any and all portion of the space previously occupied or used hereunder, leaving and/or returning any and all property of Operator then in the possession of or otherwise in use by Member. Member shall not be entitled to any return of payments or refund for any membership level previously enjoyed. Operator may take possession of any personal property of Member remaining after Member's termination or non-renewal and may sell or dispose of such property in Operator's sole discretion and/or may seek reimbursement from Member for its disposal or storage.

15. Waiver, Release and Indemnification. Neither Operator, LHOM LLC (parking lot owner), nor any of their owners, operators, members, managers, employees, and agents (all, any or each referred to herein as "Releasee") shall be liable for, and Member agrees to waive, release and hold all of the foregoing harmless from, any liability for any injury, damage or loss whatsoever to any person, property or business interest of Member or Member's guests arising out of Member's exercise of rights, privileges or use of any space offered pursuant to this Agreement. Member expressly releases and waives any claim against any Releasee for any liability, damage or loss related in any way to the performance or operation of Member's business. Member assumes all risk and responsibility for ensuring any and all spaces offered and accepted are safe for the use and the enjoyment of Member and Member's guests and for ensuring compliance by Member's guests with all terms and conditions of this Agreement and the House Rules. Without limiting the terms of this paragraph, in no event, and under no circumstances, may any monetary liability by any Releasee to Member and/or Member's guests and/or invitees exceed the membership fee paid by Member to Operator for the month during which such incident, injury, damage or loss occurred or claim for the same arose. Member agrees to indemnify, defend and hold Releasees harmless from and against any and all liability, damages, losses, charges, expenses, fines, and costs (including reasonable attorney's fees and costs) suffered or incurred as a result of, arising out of, or relating to (1) any use of any space offered hereunder by Member or Member's guests; (2) any breach by Member of this Agreement; and (3) any third party claim that relates in any way to any of the acts or omissions of Member or Member's guests.

16. Construction and Enforcement. This Agreement shall be construed in accordance with the laws of Virginia, without regard to its choice of laws provisions. Any litigation related in any way to or arising out of the relationship of Member and Operator, and/or Member or any of Member's guests' use of any space offered and accepted hereunder, and/or arising from or relating to the rights and obligations of each to the other under this Agreement must be brought in a court of competent jurisdiction serving Montgomery County, Virginia, to which jurisdiction and venue the parties irrevocably consent. All parties hereto irrevocably waive any right to trial by jury and agree that any such litigation will be heard and determined by a Judge sitting without a jury. In addition to satisfying any judgment obtained by or in favor of Operator against Member, Member agrees to pay Operator's attorneys' fees and all litigation costs incurred in the event Operator prevails in any respect in any litigation brought by either party hereunder.

17. Entire Agreement. This Agreement, including its incorporation by reference of TechPad's House Rules, constitutes the full and complete agreement of the Parties as to all access, use, rights and privileges of Member in TechPad and any other space offered hereunder and supersedes all prior representations and agreements, if any, related to Member's membership privileges conferred by, through or with Operator, and/or concerning use and occupancy of any space in any facilities made available hereunder.

Operator:

TechPad, LLC
432 N. Main Street
Blacksburg, VA 24060
540.443.9350

James Creekmore,
Operator, Managing Member

Member:

By: _____
(signature)

(printed name)

Personal Guarantor and Representative:

(signature)

(printed name)

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM
(Payment Form for Co-Working Agreement)

I authorize TechPad, LLC to deduct all fees and costs from the following bank account:

Checking/Savings Payment:

Bank Name

Name on Account

Bank Routing #

Bank Account #

Signature

Date Authorized

Credit Card Payment:

Name on Card

Billing Address

City State ZIP

Card Number

Expiration Date (MMYY) _____ Security Code: _____

Signature