



CAZ COWORKS MEMBERSHIP AGREEMENT

THIS CAZ COWORKS MEMBERSHIP AGREEMENT (“Agreement”) is made and entered into on the date below between the Cazenovia Area Community Development Association (“CACDA”) and the undersigned (“Client”). This is an Agreement between CACDA and Client regarding space located at 87 Albany St., 2nd floor Cazenovia, NY (the “Space”) upon the terms hereinafter stated. NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Membership Fee : For the duration of this agreement the membership fee shall be the option checked below:

Standard (\$95/mo.) **Resident w/office** (\$350/mo.) **Resident w/ Office** (\$400/mo.)
 Resident w/ Office (\$450/mo.)

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. CACDA 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 writing, each Renewal Period shall be upon the same terms and conditions as specified in this Agreement; however, CACDA 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 and leave the Space in the same condition as prior to the Initial Period, reasonable wear and tear excepted.

NOTE: Office membership shall function as stated above with the exception that 180 days written notice is required for termination.

3. Use of Space :

(a) Client. In addition to wireless internet; access to the Space 24 hours/day, 7 days/week; access to any shared office equipment; availability of CACDA 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 CACDA, 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 CACDA, Client shall not make any installation, alteration, or improvement to the Space. **Membership is nontransferable and limited to one membership per person. Clients holding Standard or Resident memberships are granted key code access to facilities. Offices may be shared by members, within the limits set by CACDA, each member must maintain their own membership and will be billed separately.**

(b) CACDA. With or without notice to Client, CACDA 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 CACDA 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 CACDA, CACDA's agents or employees which cause or contribute to such injury or damage.

5. Default. CACDA 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 CACDA. 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, CACDA may remove and retain any property of Client remaining in the Space.

6. Miscellaneous: All notices given hereunder shall be in writing. 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

Signature: _____

Print Name: _____

Date: _____

CACDA

Signature: _____

Print Name: _____

Date: _____