



MEMBERSHIP AGREEMENT

Membership Services (\$500 / month)

Membership in the Idyllic Nerd Commune provides you with access to office space, workstations, Internet access, shared phones, conference space, and knowledge resources ("Services") within the office space located at 923 E. Third Street, #307, Los Angeles, California 90013 ("Premises").

Specifically, the Services shall include:

- Unlimited use of the space commonly known as "Space _____," and a desk and chair.
- Shared use of conference room and common areas for certain events, including internal meetings, which use shall be coordinated by Idyllic Nerd Commune ("us," "we," or "Idyllic Nerd Commune").
- Shared use of wireless Internet access and electrical power.
- Shared use of the white boards and printer.
- Shared use of the kitchen, including refrigerator.

Payment: Payment is due on the first day of each month. A \$20.00 late fee will be applied to all payments received after the 4th day of the month, except where otherwise prohibited by law. Payments can be made to us via PayPal.

Term: Membership is on a month-to-month basis. As a courtesy, members must provide Idyllic Nerd Commune with thirty (30) days written notice in advance of termination. The term of this agreement shall commence on _____.

Security Deposit: A deposit equal to one month's fee is required for each member upon commencement of the term. Upon the termination of this agreement, this deposit may be used to replace or repair any damage caused by

the member as is legally appropriate. The deposit may be applied toward any outstanding fee or other amounts owed. Within twenty -one (21) business days of the termination of this agreement, Idyllic Nerd Commune will return the security deposit, less any deductions, as specified in writing.

TERMS OF SERVICE

The Services are subject to the following Terms of Service.

Revised Agreement Terms

Idyllic Nerd Commune reserves the right to revise the terms of this agreement, including the Terms of Service, at any time upon thirty (30) days notice. Should you refuse to accept such revisions, your only recourse shall be the termination of this agreement. Further, Idyllic Nerd Commune may establish Rules and Regulations governing permitted conduct on the Premises, which may change from time-to-time and which shall be effective upon posting in the Premises.

Prohibited Use

You may not use the Services for any unlawful purpose. You may not use the Services in any manner that could damage, disable, overburden, or impair any Idyllic Nerd Commune server or network, or interfere with other users' use and enjoyment of the Services. You may not attempt to gain unauthorized access to any Services.

Disclosure

Idyllic Nerd Commune reserves the right to disclose information about you, including your participation in and use of the Services, as Idyllic Nerd Commune deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

Confidentiality

Idyllic Nerd Commune provides space for an open and collaborative environment. As a result, users of the space may overhear conversations that include proprietary or non-public information. We strongly encourage a mutual

respect between all members of the space in regard to privacy and confidentiality, but Idyllic Nerd Commune does not maintain non-disclosure agreements, and does not guarantee the actual privacy of any facilities referenced herein. You are solely responsible for taking appropriate precautions and utilize these Services at your own risk.

Intellectual Property

Idyllic Nerd Commune makes no claim of intellectual property rights over any material or idea produced or developed using the Services. Your work is your own. You hereby waive and release all intellectual property claims against us.

Disclaimer of Warranty and Liability

Idyllic Nerd Commune provides the Services on an “as is” and “as available” basis, without warranty or guarantee. We try to live up to our promise of being “a nicer place to work”, but cannot guarantee that the Services will meet your specific requirements or expectations, or that the Services will be uninterrupted, timely, or error-free. You agree that Idyllic Nerd Commune shall not be liable for any damages you incur resulting from the use or inability to use the Services, including but not limited to lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Further, you waive and release any and all rights of action against us arising from personal injury or property damage relating to, or arising from, the Services. **Your use of the Services is at your sole and exclusive risk.** Should you feel that we have not fulfilled our obligations under this agreement, your sole and exclusive remedy shall be the termination of this agreement.

Termination

Idyllic Nerd Commune reserves the right to terminate any Service at any time. We further reserve the right to terminate your participation in and use of any Services if you fail to comply with these Terms of Service, or for any other reason at our sole discretion.

Indemnification

You agree to indemnify and hold Idyllic Nerd Commune harmless from all claims in connection with your use of the Services. This indemnification obligation shall survive the termination of this agreement.

Dispute Resolution

Any controversy or dispute relating to these Terms of Service shall be settled by binding arbitration in Los Angeles, California. Such arbitration shall be conducted in accordance with the arbitration rules of JAMS. The prevailing party shall be entitled to recover any and all appropriate legal expenses incurred as a result.

Severability

In the event that any portion of these Terms of Service is determined to be unenforceable for any reason, the remaining provisions of these Terms of Service shall be unaffected.

Insurance

It is strongly suggested that you carry insurance to cover your own equipment while using our space.

Notice

All notices made pursuant to this agreement shall be made by U.S. Postal Service or commercial carrier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, and will be effective when made (or refused). Notices to you shall be sent to the address listed below. Notices to Idyllic Nerd Commune shall be addressed to:

Idyllic Nerd Commune
923 E. Third Street, #307
Los Angeles, California 90013

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND THEREBY.

Signature: _____ Date: _____

Name (Print): _____

Contact Information (and notice information)

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Website: _____

Company: _____

Industry: _____

Additional Notes
