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## Membership Agreement

This Membership Agreement (the Agreement) is effective **Member's Join Date** by and between the Elevate Coworking and Business Network, hereinafter referred to as Elevate Coworking (<http://elevatecoworking.com>) with a business address of 4568 E Cactus Rd M110, Phoenix, Arizona 85032, and enrolled members (the Member).

By electronically signing this membership agreement, you represent that you have read, understand and agree to be bound by the terms and conditions of this Membership Agreement hereinafter referred to as Agreement.

### 1. Nature of the Service

Elevate Coworking & Business Network is a coworking office community and event venue providing membership options including mail service, use of premises (see 2. Premises) for daily coworking, seminar, workshop and meeting space use by reservation plus common area and infrastructure privileges. Elevate Coworking provides to its members benefits such as but not exclusive to: space use for daily coworking (open-format office space), client meetings, seminars and workshops; shared infrastructure including WiFi, mail service and low-volume printer. Elevate Coworking also provides certain space (facilities) use to the public.

2. **Premises.** The "Premises" are located at 4568 E Cactus Road Suite M110, within the Paradise Valley Mall (the Mall). No other portion of the Mall may be used by the Member except for Mall Common Areas in common with other persons.
3. **Term.** The "Term" of this Agreement shall commence **Member's Join Date** and will continue month-to-month until terminated as provided herein. Member may operate its business upon the Premises throughout the Term. Notwithstanding the foregoing, either party may terminate this Agreement, at any time during the Term, on Fifteen (15) days prior written notice thereof.
4. **Fees.** Member shall pay to Elevate Coworking the current Membership Fees for Member's use of the Premises as outlined on the Elevate Coworking website: <http://elevatecoworking.com>

## **5. Release**

If the Member has a dispute with one or more other Members, the Member shall release Elevate Coworking and Paradise Valley Mall (and their officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

## **6. Privacy**

Elevate Coworking shall not sell or rent Member's personal or business information to third parties without Member's explicit consent.

## **7. Indemnity**

Member shall indemnify and hold Elevate Coworking and Paradise Valley Mall (and their respective officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Member's breach of this Agreement, or Member's violation of any law or the rights of a third party.

## **8. No Agency**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

## **9. Governing Law**

This Agreement shall be construed under and governed in accordance with the laws of the Arizona.

## **10. Arbitration.**

Any dispute arising under this contract shall be resolved under the commercial arbitration rules of the American Arbitration Association.

## **11. Limitation of Liability**

Member shall not hold Elevate Coworking or Paradise Valley Mall responsible for other Members' actions or inactions.

## **12. Insurance**

Members are encouraged to carry professional liability insurance coverage (training services endorsement if required) sufficient to cover Member's and Member's guests/attendees actions, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with activities while using Elevate Coworking space.

Elevate Coworking does not maintain insurance to cover your personal property or personal injury. Elevate Coworking is not responsible to any client, guest, or attendee for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other members, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

## **SIGNATURE**

Member Electronic Signature X

I understand and agree by submitting here my name and email address, this is a legal representation of my signature and agreement to these terms.

[Submit your Electronic Signature](#)

Elevate Coworking and Business Network

Effective June 01, 2014

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