



Terms and Conditions Agreement for ScratchPad CoWorking Membership

Effective 11/22/2024

Welcome to ScratchPad Coworking space. 42 Dover Point Unit N LLC d/b/a ScratchPad CoWorking Space referred to herein as ScratchPad is a shared office space in a collaborative work environment. Unless a dedicated desk or private office is purchased, workspaces are available on a first-come, first-serve basis. By accessing or using our coworking space and related services, you agree to the following Terms and Conditions.

Please read this Agreement carefully. By signing, you are agreeing to these Terms and Conditions in order to utilize and/or become a member of ScratchPad CoWorking.

1. Membership and Access

1.1 Eligibility: You must be at least 18 years of age to become a Member of ScratchPad CoWorking. The Member is required to provide at least 1 form of valid government issued photo ID validating their age and proof of address such as state issued driver's licence, non-driver ID card, passport or other identification acceptable by ScratchPad.

1.2 Registration: To become a Member, you must complete our registration process, including providing accurate and complete information and pay the one-time membership fee of \$35 with your first monthly payment.

1.3 Access and Hours: Your access to the coworking space is granted during designated hours as per your membership. Any access outside of these hours requires prior approval. Access hours are subject to change.

1.4 Membership Type: Membership is available in different types (e.g., flex space, dedicated desk, private office, semi private office). Your membership type determines the facilities, services, and the amount of space allocated to you. Any upgrades or changes to your membership type will be subject to availability and pricing. Memberships run from the first to the last day of the month. Memberships starting during any other day in the month will be prorated for the first month. Unless otherwise agreed to, first month membership fees are due at the time of the contract signing and will be prepaid on the first of each month for that month's use. In all memberships, days are non-accruable and will refresh on a monthly basis. Unless otherwise agreed to, membership fees are due at the first of the month and will be auto debited via credit card, debit card, or ACH through a checking or savings account.

ScratchPad CoWorking shall provide the member with the subscribed service plans specified:

- **A. Flex Space Membership** – a monthly plan that entitles the member to access any available flex seating area in ScratchPad CoWorking with Wi-Fi connectivity for up to two devices. Conference Room/Small Meeting Room time can be purchased separately on an hourly basis for 50% off the non-member rate. Members have free access to networking or other events held at ScratchPad CoWorking. Visitors are not permitted with this membership, unless the member has purchased Conference Room time for this purpose or otherwise agreed to.
- **B. Dedicated Desk Membership** - a monthly plan that entitles the member to access their assigned dedicated seating area in ScratchPad CoWorking with Wi-Fi connectivity for two devices. No other member shall have access to the Dedicated Desk member's work space. The workspace will be located in open workspace areas of the CoWorking space. 4 hours of conference room time per month is available for this membership. Additional time may be purchased for a 50% off discounted rate. Members have free access to networking events or other events held at ScratchPad CoWorking. Visitors are not permitted with this membership, unless the member has purchased Conference Room time for this purpose or as otherwise agreed to.
- **C. Semi-Private Micro Office Membership** - a monthly plan that entitles the member to a semi-private micro office space with Wi-Fi connectivity for two devices. No other member shall have access to the semi-private office and members will have the ability to lock the door to maintain the personal space. 6 hours of conference room time per month is available for this membership. Additional time may be purchased for a 50% off discounted rate. Members have free access to after hours networking or other events held at ScratchPad CoWorking. Visitors are not permitted with this membership, unless the member has reserved or purchased Conference Room time for this purpose or as otherwise agreed to.
- **D. Semi-Private Standard Office Membership** - a monthly plan that entitles the member to a semi-private large office space with Wi-Fi connectivity for two devices. No other member shall have access to the semi-private office and members will have the ability to lock the door to maintain the personal space. 8 hours of conference room time per month is available for this membership. Additional time may be purchased for a 50% off discounted rate. Members have free access to after hours networking or other events held at ScratchPad CoWorking. Visitors are permitted with this membership either within the office itself or if Conference Room time has been reserved or purchased for this purpose.
- **E. Standard Private Office Membership** - a monthly plan that entitles the member to a large private office space with Wi-Fi connectivity for two devices. No other member shall have access to the private office and members will have the ability to lock the door to maintain the personal space and privacy. Eight hours of conference room time per month is available for this membership. Additional time may be purchased for a 50% off discounted rate. Members have free access to after hours networking or other events held at ScratchPad CoWorking. Visitors are permitted with this membership either within the office itself or if Conference Room time has been reserved or purchased for this purpose.
- **F. Day Pass and Partial Month for Non-Member Usage** - a daily plan that entitles the user access to any available flex seating area in ScratchPad CoWorking with Wi-Fi connectivity for up

to two devices. Conference Room time can be purchased separately on a hourly basis at the regular hourly rate.

- Any unused days are non-accruable and will refresh on a monthly basis.

2. Fees and Payments

2.1 Membership Fees: A membership fee of \$35 is applied to your first monthly bill. You agree to pay the membership fees as outlined in your membership agreement. Fees are due on the date specified in the contract and are non-refundable unless otherwise stated.

2.2 Payment Method: Payments can be made via the accepted methods outlined by ScratchPad CoWorking. You agree to keep your payment details up-to-date and to promptly pay all fees due under this Agreement. All recurring memberships are required to be auto debited monthly via ACH or an acceptable payment card. By selecting auto-debit, the member authorizes ScratchPad CoWorking, on the invoice due date, to deduct the monthly fee, along with any relevant taxes payable in advance. A prorated adjustment will be made for any partial period. After the first month, the member will be auto-debited on the first of the month for the duration of the membership agreement.

2.3 Late Payments: If any fees are not paid on time, we reserve the right to charge a 10% late fee and/or suspend your access to the coworking space until payment is received.

3. Use of the Coworking Space

3.1 Permitted Use: The coworking space is provided for professional, lawful business activities only. You agree not to engage in any illegal, unethical, or disruptive activities while on the premises. Subscriptions are for designated users only, and are non-transferable and cannot be shared by any third party. Coworking Space usage is only limited to the subscribed user and any subscribed affiliate.

3.2 Prohibited Activities: The following activities are prohibited within the coworking space:

- Harassment or discrimination of any kind
- Illegal or illicit activities
- Smoking, vaping, or use of alcohol
- Pornography
- Damaging the coworking space or property
- Storing hazardous or dangerous materials

3.3 Personal Property: You are responsible for your own personal property while using the coworking space. We are not responsible for any loss, theft, or damage to your property.

3.4 Visitors: A visitor or guest is defined as one who is temporarily meeting with a member for business purposes and not there to partake in the amenities or workspace as defined by ScratchPad other than the use of the restrooms, beverage service, or limited WiFi. With the exception of large private office members, guests will need to have a meeting room reserved for the guest meeting.

- Members are responsible for their guest(s) at all times.
- Members are responsible for greeting guests and ushering them in for the meeting, leaving our building and spaces closed and secure at all times.
- Visitors must adhere to all applicable rules and regulations.
- Guests working in common areas must purchase a day pass

ScratchPad reserves the right to speak to guests about their usage in the space and charge for usage as appropriate.

4. Facility and Services Use

4.1 Amenities: ScratchPad CoWorking provides access to various amenities such as Wi-Fi, conference rooms, kitchen areas, and more. Availability and specific usage may depend on your membership type. It is every member's responsibility to clean up any mess they leave behind.

4.2 Use of Conference Rooms and Equipment: Conference rooms and other equipment must be reserved in advance. Members must adhere to the time limits, equipment usage policies, and cleaning protocols.

4.3 Internet and Technology Use: You agree to use the provided internet and technology in compliance with all relevant laws and regulations. You are responsible for maintaining the security of your devices and data.

5. Code of Conduct

5.1 Respect and Professionalism: All Members must treat other Members, staff, and visitors with respect and professionalism. Disrespectful, disruptive, or harmful behavior will result in immediate termination of membership.

5.2 Noise Levels: Members are expected to maintain reasonable noise levels to ensure a productive environment for all. Excessive noise, including loud music or loud phone calls in common areas, is prohibited. If members are making phone calls or on virtual meeting platform such as zoom, teams, etc, it is expected the members will utilize headphones or earbuds during the call to minimize disruption to other members.

5.3 Cleanliness: Members are expected to maintain the cleanliness of the coworking space, including their workstations, communal areas, the Conference Room, kitchenette, and any shared equipment.

5.4 Smoking Policy: ScratchPad is committed to providing a safe and healthy workplace for its members and guests. As such, smoking and vaping are prohibited on ScratchPad premises including but not limited to common areas, stairwells and offices. This policy applies to all members and their guests or visitors.

6. Termination and Suspension

6.1 Termination by Member: You may terminate your membership by providing no less than 30 days' written notice. Membership will end at on the last day of the the full month following termination notification by the member. Membership fees will not be refunded, except as required by law or specified in this Agreement. This Agreement is rolling and will auto-renew on a monthly basis following the end date, unless superseded by a lease agreement between ScratchPad and the member. Agreements may be ended by either party on the last day of any calendar month by providing at least one full calendar month written notice. Notice must be received by the last business day of the month prior. e.g. If a member wants their ScratchPad service to end on 31st October, written notice must be received in September by the last working day of September. Notification starting Oct. 1st would result in termination of the membership on the last day of November. ScratchPad offers no exceptions to this rule.

6.2 Termination by ScratchPad CoWorking: We reserve the right to terminate or suspend your membership for violation of this Agreement, failure to pay fees, or any activity deemed harmful to the coworking community or property. No refund will be issued upon termination by ScratchPad.

6.3 Temporary Suspension: We may temporarily suspend access to certain areas of the coworking space for maintenance, cleaning, renovation or other reasons as deemed necessary by us. Advanced notice will be given whenever possible.

7. Liability and Indemnity

7.1 Limitation of Liability: ScratchPad CoWorking shall not be liable for any injury, loss, or damage to your person or property while using the coworking space, except as required by applicable law.

7.2 Indemnity: You agree to indemnify and hold ScratchPad CoWorking harmless from any claims, liabilities, or damages arising from your use of the coworking space, your breach of this Agreement, or any illegal activities you may engage in while using our Services.

8. Confidentiality and Data Protection

8.1 Confidential Information: You acknowledge that, during your use of the coworking space, you may have access to confidential information belonging to other Members or ScratchPad CoWorking. You agree not to disclose or use this information without consent.

8.2 Data Protection: ScratchPad CoWorking is committed to protecting your privacy and will handle your personal information in accordance with applicable data protection laws.

9. Amendments and Updates

9.1 **Changes to Terms:** ScratchPad CoWorking reserves the right to update or amend these Terms and Conditions at any time. Any changes will be communicated to you, and your continued use of the coworking space after such updates will constitute acceptance of the new Terms.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New Hampshire. Any disputes arising from this Agreement shall be resolved in the courts of Strafford County, New Hampshire.

By signing below or by using the coworking space and Services, you acknowledge that you have read, understood, and agree to abide by these Terms and Conditions.

Signature: _____

Name: _____

Date: _____

This Agreement is designed to protect both the coworking space and its members, ensuring a productive and harmonious environment.