



Membership Agreement

THIS MEMBERSHIP AGREEMENT (this "Agreement") is entered into on , 20 (the "Effective Date") between Stoke Coworking, a d/b/a of the DallasEC ("Stoke" or "We") and ("You" or "Your").

I. SPACE/ACCESS

Stoke agrees to provide You with a non-exclusive right to access and use the space located at 608 East Hickory, Suite 128, Denton, Texas 76201 (the "Space"), in accordance with your Membership Level (hereafter defined) for the Term (hereafter defined) of this Agreement. Completion or acceptance of this Agreement does not create a tenancy, but prepaid usage to use the provided amenities in the Space.

II. MEMBERSHIP TYPE

Please select only one membership level with the desired office arrangement ("Membership Level"):

☐ Virtual

 Member(s)

☐ Co-Working

 Desk(s)

☒ Dedicated

 Desk(s)

 1 Office(s)

 Pod (4 Desks)

III. MEMBERSHIP TERM

Please select only one initial term (the "Initial Term"):

☐ Month-to-Month

☐ Month(s)

☒ 6 Months

☐ 12 Months

From the Effective Date until the expiration of the Initial Term, the fees for Your Membership Level (the "Membership Fees") are payable as a one-time payment or monthly, as indicated below:

☐ One-Time Payment, in the amount of \$ ☒ Monthly, in the amount of \$ per month

This Agreement will automatically renew on a month-to-month basis following the expiration of the Initial Term (the Initial Term as extended is hereafter referred to as the "Term"). After expiration of the Initial Term, the Membership Fees shall be due and payable on the first day of each month of the Term, and such fees for any partial months shall be pro-rated based on the number of days left in the month. After the Initial Term, the Term of this Agreement shall continue until terminated by either (i) Stoke at any time without notice for breach of the terms of this Agreement (e.g., non-payment of Membership Fees or other outstanding amounts), (ii) by either party upon at least thirty (30) days prior written notice delivered to the other party, or (iii) as otherwise provided for in this Agreement.

We will automatically charge Your debit/credit card (as authorized pursuant to the "Automatic Billing Authorization Form" attached hereto and incorporated herein by reference) for all Membership Fees and all other outstanding amounts payable to Stoke by You during the Term which are due on the first day of each month.


THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE INCORPORATED HEREIN BY REFERENCE. YOU MUST ADHERE TO SUCH TERMS AND CONDITIONS AT ALL TIMES, AND FAILURE TO FOLLOW SUCH TERMS AND CONDITIONS CAN RESULT IN NON-RENEWAL OR

EVEN EARLY TERMINATION OF THIS AGREEMENT. BY SIGNING BELOW, YOU ARE APPROVING AND ACCEPTING THE TERMS AND CONDITIONS.

Approval and acceptance signed by You:

DocuSigned by:
By: _____
Name: _____
Date: _____

Approval and acceptance signed by Stoke:

By:  _____
Name/Title: Trey Bowles, CEO
Date: 10/24/2016

AUTOMATIC BILLING AUTHORIZATION FORM

Credit/Debit Card:

Card Type: ☐ MasterCard

☒ VISA

☐ AMEX

☐ Discover

Credit card number

Expires:

038

3-4 digit code

Cardholder's name: (as shown on credit card)

Billing Address (from credit card statement)

City, State, Zip

Date

I (we) authorize Stoke to debit my (our) debit or credit card monthly for the agreed upon Membership Fees and all other outstanding amounts payable to Stoke.

These debit entries will be made in payment of fixed and variable expense invoices as authorized by me (us) upon becoming a member(s) of Stoke. I (we) will be responsible for notifying Stoke of any exception I (we) might have to these charges as documented by the invoices provided to me (us) each month. Such notification must be provided to Stoke no later than the fifth (5th) day of each month. Without provision of such notification, Stoke is authorized to proceed with the transactions against this account for payment in full of the amount of invoices provided.

This authorization is to remain in full force and effect until the Stoke Membership Agreement has been terminated in accordance with its terms and Stoke has a reasonable opportunity to act on the termination.

Stoke Membership Terms and Conditions

1. **Terms and Conditions.** The services Stoke provides to You (including but not limited to the use of office space, access to Internet, etc.), are subject to the following Terms and Conditions. Stoke reserves the right to update the Terms and Conditions at any time without notice to You.
2. **Governing Lease.** You acknowledge that the Space is also governed by the Office Lease (as may be modified and amended, the "Office Lease"), wherein City of Denton leases 9,216 square feet of space (the "Master Space") from Rail Yard Partners, Ltd. (the "Landlord") in the building at 608 East Hickory, Suite 128, Denton, Texas 76201 (the "Building"). You also acknowledge that You have been able to review the Office Lease and agree to be bound by all terms and conditions of such lease. You agree to reimburse Stoke upon request for any fees, penalties, or other sums incurred by Stoke under the Office Lease due to acts or omissions committed by You during your use of the Space.
3. **Access.** You are provided with access to the Space during the standard hours of operation for the building in which the Space is located. Pursuant to the Office Lease, such hours are currently Monday through Friday, 9:00 a.m. through 5:00 p.m.; however, any person authorized by Stoke to access and use the Space under the Dedicated Membership Level ("Dedicated Member") shall have access to the Space twenty-four (24) hours per day, subject to the Office Lease. Dedicated Members are expected to secure the building when either they are the last person on the premises or any time after 5:00 p.m. Dedicated Members may be provided with one (1) key card to access the Space upon payment of a \$30.00 deposit for such key card. Dedicated Members may request additional key cards, and if such request is approved by Stoke, they must make an additional deposit of \$30.00 per key card. Failure to return all key cards at the termination of this Agreement will cause any deposit to be forfeited and retained by Stoke. You acknowledge and accept responsibility for the security of the doors and spaces you access. You shall have access to: (i) reasonable use of the conference rooms in the Space, subject to prior scheduling and availability, not to exceed two (2) hours per booking; and (ii) common areas of the Space under uniform conditions specified by Stoke to all Members within the Space, as may be modified in Stoke's sole, but reasonable, discretion.
4. **Service Charges.** In addition to the Membership Fee, You shall pay to Stoke for any additional services provided by Stoke to You that are not included as part of such Membership Fee (collectively, "Service Charges," and together with Membership Fee, the "Fees").
5. **Late Payment Charge and Interest/Automatic Billing Failure/Returned Check.** A late payment charge in the amount of ten percent (10%) of the amount due (each a "Late Charge") shall be due and payable in the event that the Fees are not received in full by Stoke within five (5) days after the date such Fees are due. You agree to pay Stoke, in addition to the Late Charge and interest referenced herein, any fees incurred by Stoke in the event Your Fees and other outstanding amounts payable to Stoke fail to be automatically debited as authorized under the Automatic Billing Authorization Form, or a check tendered by You to Stoke for payment hereunder is not honored for payment. Stoke may also avail itself to any other remedies we may have at law or in equity as a result of a dishonored check. Additionally, Stoke, in our sole discretion, may require all future payments to be made by certified funds, money order or wire transfer.
6. **Insurance.** You shall carry, at all times during the Term, at a minimum, sufficient insurance coverage to protect Your own contents, fixtures and furnishings (collectively, "Personal Property"). Coverage shall be on a special form policy and shall include replacement cost of the Personal Property. In addition, You shall keep in force at all times during the Term insurance providing general liability coverage with minimum combined limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage. Stoke shall be named as an additional insured on Your general liability coverage. In no event shall Stoke be liable for any damage to Your Personal Property. All coverage for You shall be written with an insurance carrier reasonably acceptable to Stoke, and You shall furnish Stoke with a certificate of insurance meeting the requirements hereunder upon Your occupancy of the Space. You shall be responsible for providing Stoke with a current insurance certificate for each of Your policies at the time of the renewal of any such policy.

7. **Cabling.** Additional cable or telephone lines or related equipment of any kind, whether for television, internet, satellite or LAN, may not be installed in the Space without the prior written consent of Stoke, which Stoke may grant or withhold in its sole but reasonable discretion. Stoke's consent shall be conditioned on the payment of additional monthly fees should the cable, telephone lines or related equipment be positioned in or pass through the Master Space (outside of the Space) or the Building and shall also be subject to the following conditions:
- (i) If the cabling, telephone lines or equipment is not already included with a service provided by Stoke, then You shall pay all costs associated with the installation and maintenance thereof and You shall, at Stoke's request, be responsible for the removal of same at the end of the Term.
 - (ii) You shall assume all liability for the installation and use of the cabling, telephone lines and equipment, including damage or disruption to the business operations of other Members in the Space. Other Members in the Master Space, and other tenants of the Building.
 - (iii) You shall be responsible for any increase in Stoke's insurance policies as a result of the installation and use of such equipment and cabling, and You shall confirm that Your insurance policies cover any damage or liability caused by same.
 - (iv) At Stoke's option, all cabling and telephone lines installed in the ceiling or walls of the Space or Master Space shall become the property of Stoke at the expiration or earlier termination of the Term.
8. **Automatic Renewal/Termination.** Upon the expiration of the Initial Term, this Agreement will remain in force and be automatically renewed monthly, until terminated by either (i) Stoke at any time without notice for breach of the terms of this Agreement (e.g., non-payment of Membership Fees or other outstanding amounts), (ii) by either party upon at least thirty (30) days prior written notice delivered to the other party, or (iii) as otherwise provided for in this Agreement. You may terminate this Agreement only after completing all payments of the Initial Term. Notwithstanding anything to the contrary contained herein, the Term of this Agreement shall not extend beyond the term of the Office Lease, and upon expiration or termination of the Office Lease this Agreement shall automatically terminate. Termination will not end any obligation to pay Fees incurred before the effective date of the termination. Stoke may automatically terminate Your rights under this Agreement without notice if you fail to comply with any of the terms of this Agreement, including the Terms and Conditions. Upon termination of this Agreement, your access to the Space will terminate and you will no longer be entitled to any use of the Space, or any other membership benefit of Stoke. If You fail to vacate and to terminate Your use of the Space after the termination of the Term, You shall be deemed a trespasser and in breach of this Agreement, and Stoke may immediately remove You and Your personal property from the Space.
9. **Delivery and Acceptance.** The Space will be delivered to You in its "as-is; where-is" condition. Your acceptance (whether in writing or by use or occupancy) shall constitute Your recognition and acknowledgment that the Space and the furnishings provided therein are in a good state of repair and in a satisfactory condition. STOKES SHALL NOT BE LIABLE TO YOU FOR ANY CLAIMS, COSTS, DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU FOR THE FOLLOWING REASONS: (i) DUE TO THE FAILURE OF THE HEATING, COOLING, OR OTHER UTILITY EQUIPMENT, INCLUDING VOICE AND DATA ACCESS; (ii) DUE TO OPERATING COSTS OR DUE TO THE NECESSITY OF REPAIR; (iii) DUE TO THE REASONABLE DENIAL OF YOUR ACCESS TO THE SPACE; OR (iv) DUE TO FAILURE TO PROVIDE SERVICES AS PROVIDED FOR IN THIS AGREEMENT.
10. **Limitation of Liability.** YOU AGREE THAT STOKES, THE CITY OF DENTON WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR INCREASED COST OF OPERATIONS RESULTING FROM SERVICES PROVIDED UNDER THIS AGREEMENT. YOU AGREE THAT STOKES'S TOTAL LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED SEVEN HUNDRED FIFTY DOLLARS (\$750.00). EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, STOKES MAKES NO REPRESENTATIONS OR

WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

11. **Indemnification.** YOU HEREBY INDEMNIFY AND AGREE TO DEFEND AND HOLD STOKE, THE CITY OF DENTON AND ITS AGENTS, EMPLOYEES, LICENSEES, DIRECTORS, OFFICERS, MEMBERS, PARTNERS AND CONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, SUITS, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES), JUDGMENTS AND LIABILITIES ARISING OUT OF OR IN ANY WAY RELATING TO YOUR BREACH OF OR FAILURE TO PERFORM ANY OF YOUR OBLIGATIONS HEREUNDER OR FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF YOU OR YOUR AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, PARTNERS, LICENSEES, CONTRACTORS, CUSTOMERS, OR INVITEES OCCURRING IN CONNECTION WITH THE SPACE. THE SCOPE OF THIS INDEMNIFICATION SHALL, AT STOKE'S OPTION, INCLUDE, BUT NOT BE LIMITED TO, DEFENSE WITH ATTORNEYS SATISFACTORY TO SUCH PARTY, OF ANY ACTION, SUIT, CLAIM OR PROCEEDING THAT MAY BE FILED, INSTITUTED OR BROUGHT AGAINST STOKE OR TO WHICH SUCH PARTY MAY BE MADE A PARTY. THE FOREGOING INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
12. **Costs of Enforcement.** You agree to pay Stoke all reasonable collection and attorney fees incurred by Stoke, whether incurred prior to or after the commencement of formal legal action. Your obligation to pay Stoke is an independent covenant and shall be payable free from any expense, charge, deduction, offset, or counter-claim by reason of any obligation of Stoke or any other reason. All of the provisions of this Agreement shall be construed and interpreted accordingly.
13. **Real Estate Brokers.** Neither You nor Stoke has dealt with any broker or agent in connection with the negotiation or execution of this Agreement. You and Stoke shall each indemnify the other against all costs, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.
14. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature of any party to any counterpart hereof will be deemed a signature to, and may be appended to, any other counterpart hereof. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Once signed, this Agreement may be delivered by facsimile or ".pdf" format, and any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile or ".pdf" format) is considered an original.
15. **Complete Agreement.** There are no oral agreements between You and Stoke affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, offers, agreements and understandings, oral or written, if any, between You and Stoke or displayed by Stoke to You with respect to the subject matter of this Agreement. There are no commitments, representations or assurances between You and Stoke or between any real estate broker and You other than those expressly set forth in this Agreement, and all reliance with respect to any commitments, representations or assurances is solely upon commitments, representations and assurances expressly set forth in this Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an agreement in writing signed by You and Stoke.
16. **General.** "You" or "Your" means you individually and includes any of Your businesses, their subsidiaries, affiliates, employees, directors, officers, members, partners, agents and parent companies. Time is of the essence of this Agreement and each and all of its provisions. You may not assign, transfer or encumber this Agreement without the prior written consent of Stoke. If any provision of this Agreement is determined to

be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. All notices or notifications which may or are required to be given by either party to the other hereunder shall be in writing and delivered in person or sent by United States mail, facsimile, or e-mail.

17. **Authority to Execute Agreement.** The person signing on Your behalf represents that he/she has the authority to execute this Agreement on Your behalf