

# ZEN BUNGALOW

a shared workspace & professional community

*a project of main street ventures*

## MEMBERSHIP AGREEMENT & TERMS OF USE

The ZEN BUNGALOW is a shared work and event space for freelancers, consultants, micro-businesses, small non-profits, and “location-independent” workers. Annual membership in the ZEN BUNGALOW entitles users to use our facilities and take advantage of related business services.

Members must elect 1 of 4 categories of active memberships for the first month of their membership term. After this first month, members are free to alternate between active and inactive status or to modify their active membership category as dictated by their individual needs (and subject to resource availability).

### SUMMARY OF BENEFITS

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#### ALL MEMBERS ::

- ◆ A physical mailing address with access to our workspace during regular operating hours (M – F / 8:30AM – 5:30PM)
  - ◆ No long-term commitments. Costs are proportionate to your actual usage. Extreme flexibility.
  - ◆ Use of private conference room on days of scheduled use (additional payment required under certain membership categories if monthly quota exceeded)
  - ◆ A community of talented co-workers spanning a broad range of skills with whom to share expertise, insight, perspective, ideas & occasionally some lunch
  - ◆ Discounted usage rates on rental of main workspace for weekend & evening events (subject to availability)
  - ◆ Simplicity. Clarity. Focus.
  - ◆ High-speed / high-bandwidth wireless internet / color laser printer
  - ◆ A really neat zen water garden
  - ◆ Coffee & tea for you and your guests. Mini-fridge & microwave for brown baggers. Zio’s Bistro downstairs for client wining & dining (they’ll also cater bungalow events at a substantial discount from menu pricing).
  - ◆ Optional services (additional charges apply) ::
    - local telephone and fax numbers\*
    - exterior signage on main street
- \* - features include call forwarding by schedule, e-mail delivery of fax and voice mails, and much more.

#### MEMBERSHIP CATEGORIES ::

- ◆ **Deni-zens** :: our most economical usage category – for “virtual” and other infrequent users
- ◆ **Arti-zens** :: a special package for non-profits and arts groups
- ◆ **Shaolins** :: best bet for part-time users ( 1-3 days per week / min. 4 days per month )
- ◆ **Darumas** :: our most enlightened users – “24 / 7” access and a dedicated desk to call your own
- ◆ **Non-zens** :: members on inactive status ( substantially higher rates apply to use of the facilities during months for which inactive status is selected – see Schedule A )

***A summary of rates and charges for each membership category is attached to this document as Schedule A.***

## YOUR INFORMATION

Your Name ::  
 Address ::  
 Telephone ::  
 E-mail ::

Company Name ::  
 Address ::  
 (if different)  
 Telephone ::  
 Website ::

## YOUR MEMBERSHIP SELECTIONS

### Category ::

Deni-zen (\$ 50 / mo.)  
 Arti-zen (\$ 75 / mo.)  
 Shaolin (\$ 20 / day)  
 Daruma (\$ 395 / mo.)  
 Custom (\$ / mo.)

### Weekly Schedule ::

Monday  
 Tuesday  
 Wednesday  
 Thursday  
 Friday

### Membership Fee\* ::

\$ 75 / year  
 \$ 75 / year  
 \$ 180 / year  
 \$ 180 / year  
 \$

\* – membership fees are used to defray the cost of furnishings, equipment, coffee, tea, print & management services.

## DEPOSITS & ADDITIONAL SERVICES

### Deposits / Other ::

Security Deposit (\$ )  
 Other (\$ )

### Telephone ::

Local # (\$ 15 / mo.)  
 Toll-free # (\$ 25 / mo.)  
 Add'l line (\$ 5 / line)

### Exterior Signage ::

Large (\$ 25 / mo.)  
 Small (\$ 15 / mo.)  
 Production Cost (\$ )

## CONTRACT TERM, DISCOUNTS & PAYMENTS

### Contract Term ::

month-to-month (no discount)  
 3 months advance pmt. (5% discount)  
 6 month term (5% discount)  
 12+ month term (10% discount)

Start Date ::

### Calculation of Monthly Fee ::

Usage Category \$  
 Discounts Applied ( )  
 Modified Monthly Fee \$  
 Other Monthly Services \_\_\_\_\_  
 Final Monthly Fee \$

### Due on Signing ::

Membership Fee\* \$  
 Security Deposit / Other  
 Signage / Other Charges  
 Monthly Fee (1<sup>st</sup> Month) \_\_\_\_\_  
 Total Due \_\_\_\_\_  
 Less Payments ( )  
 Balance Due \$

Discounts are only applicable to base monthly fees and not to the cost of additional services or annual memberships.

Monthly fees are due on the first of each month (or prior to one-time usage). We accept cash, check, or credit card (via PayPal or Google Checkout).

\* – Memberships are valid for 12 months from the first day of the month of your start date, and will be invoiced on either an annual or quarterly basis.

# TERMS OF USE

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The following Terms of Use ("TOU") are somewhat lengthy, but it's our way of assuring you and all members of the ZEN BUNGALOW are properly protected. **These TOU apply to all users regardless of when your relationship with the ZEN BUNGALOW was first established.** Feel free to contact us with any questions or concerns.

1. **Definitions.** The following words have special meanings within this TOU ::

"We, us, our, and LICENSOR" mean or relate to the ZEN BUNGALOW and its owner / operator – Main Street Specialties, Inc. d/b/a **Main Street Ventures**.

"You, your and LICENSEE" mean or relate to the person and / or company identified under "*Your Information*" above.

2. **Acceptance of Terms & Future Modifications.** The services we provide to you, including but not limited to use of work space and access to Internet, are subject to these Terms of Use ("TOU").

We reserve the right to update the TOU at any time, and will attempt to notify you (electronically or otherwise) of any modifications within 30 days of their enactment using the contact information above.

3. **Description of Services.** We shall provide access to work space, internet access, VOIP telephone service, limited furnishings, knowledge resources, and other services from time to time in a manner consistent with this TOU and your service selections above (collectively, "Services"). The Services shall be governed at all times by this TOU unless expressly agreed otherwise in a writing signed by both parties.

4. **Exterior Signage.** Members may elect to pay a monthly fee for exterior signage along Main Street. Your sign design must be consistent with programs and guidelines maintained by us and / or our landlord (the property owner). Your sign design may also be subject to prior review and approval by local authorities.

You understand the monthly fees identified in your selections are solely for the right to display your signage. Costs associated with the production and installation of your signage will be separately assessed.

Members have no right to maintain signs in any other location in, on or about the property and shall not display or erect any other sign, display or other advertising material visible from the exterior of the building.

5. **Termination and Automatic Renewal.** This Agreement shall automatically renew under the same terms & selections unless either party notifies the other of its intent to finally terminate the Services hereunder no less than ten (10) calendar days prior to the next scheduled Termination Date.

We reserve the right to terminate any Service (other than physical access to the ZEN BUNGALOW workspace) at any time. We further reserve the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

6. **Late Charges and Related Fees.** Should you fail to pay all sums due hereunder within five (5) calendar days after the amount comes due, you agree to pay a late charge in the amount of \$25.00. If we waive a late charge with respect to any installment or sum you owe (or simply fail to assess it when applicable), you understand and agree this does not mean we are waiving our right to collect that or any subsequent late charge which may accrue.

Should any amounts you owe remain delinquent fifteen (15) calendar days past their original due date, you agree to pay an additional finance charge computed at 1-1/2% per month (or the maximum rate permissible by law – whichever is greater) upon the total amount overdue and for each day following its due date.

You also agree to pay a standard charge for checks returned by your bank as uncollectible for insufficient funds or any other reason. This charge will be based upon the amount our bank assesses against us for such items.

Our acceptance of less than the full amount of any payment due from you shall not be deemed an accord and satisfaction or compromise of such payment unless we specifically consent to this in writing.

Should we have to enforce its rights under this TOU in any litigation, arbitration, or other proceeding, you agree to pay for our reasonable attorney fees, costs and expenses.

7. **Permitted Use.** You will not use the Services for any purpose that is unlawful or prohibited by this TOU or any subsequent TOU. You may not use the Services in any manner that could damage, disable, overburden, or impair any of our premises, equipment, network, or interfere with any other party's use and enjoyment of any Services.

You may not attempt to gain unauthorized access to any Services, accounts, computer systems or networks connected to our servers or systems through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

8. **Confidential Information.** You acknowledge and agree that your participation in the ZEN BUNGALOW and the use of our Services may expose you, your employees, contractors, guests and agents to Confidential Information. "Confidential Information" means any information either intentionally or unintentionally disclosed by us or any user of the ZEN BUNGALOW that is nonpublic, confidential or proprietary.

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of us or other members, any analyses, compilations, studies or other documents prepared by us or other members, or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

Your participation in and/or use of the Services obligates you to ::

- a. maintain all Confidential Information in strict confidence;
- b. not disclose Confidential Information to any third parties; and
- c. not use the Confidential Information in any way, directly or indirectly, to the detriment of us or any participant or user of the Services.

All Confidential Information remains the sole and exclusive property of the ZEN BUNGALOW or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of the ZEN BUNGALOW or any participant or user of the Services.

9. **Disclaimer of Warranties.** To the maximum extent permitted by law, we are providing the services "as is", and disclaim all warranties and conditions, whether express, implied or statutory, including, but not limited to, any warranties, duties or conditions related to: merchantability, fitness for a particular purpose, service levels and uptime, lack of viruses, accuracy or completeness of responses, results, and workmanlike effort. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, or non-infringement.

10. **Release.** You releases us from any and all liability or responsibility for any loss or damage to you, your personal property, or your guests arising from their use of the Services. This release extends to anyone claiming through or under you by way of subrogation or otherwise.
11. **Indemnification.** You shall hold us harmless and indemnify us from all injury, loss, claims or damage to you and your property (as well as to that of your employees, agents, guests or contractors) while on the premises unless caused by our own willful acts, willful omissions or gross negligence (or the willful acts, willful omissions or gross negligence of our employees, agents, or contractors).
12. **Insurance.** We carry Liability and Business Personal Property insurance only for us. As a user, it is strongly suggested you obtain your own insurance policy to cover your equipment and potential liabilities while using our workspace.
13. **Interruptions.** Should either you or we be delayed or prevented from performing any act or service (other than your obligation to make payments of fees and other charges) by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, or insurrections, war or other reason beyond its control, then either you or we shall be excused from performing that act or service for so long as the delay outside of our control takes place. Notwithstanding this, lack of funds is not a cause beyond the control of either party.
14. **Waiver.** No term or condition of this TOU shall be deemed to have been waived by us unless expressly provided for in a writing signed by us. Our waiver of any breach of this TOU shall not be deemed a waiver of such provision, nor of any subsequent breach of the same term or condition (or any other provision). Our acceptance of payments shall not be a waiver of any prior breach.
15. **Applicable Law.** This TOU shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. You consent to personal jurisdiction in the Commonwealth of Massachusetts, and agree that the appropriate forum and venue for any disputes arising hereunder shall lie in Middlesex County.
16. **Severability.** If any part, clause, provision, or condition of this TOU is held by a court of competent jurisdiction to be void, invalid, unenforceable, or inoperative, then such void, invalid, unenforceable or inoperable part shall be fully severed from this TOU and shall not affect the remaining provisions.
17. **Paragraph Headings.** The headings of any article or paragraph of this TOU are used for convenience only and have no other significance.
18. **Entire Agreement.** This TOU terminates and supersedes all prior understandings or agreements regarding usage of the zen bungalow and its Services, and constitutes the entire agreement between the parties. There are no agreements or representations between the parties except as expressed in this TOU.
19. **Authority.** If you are a corporation, partnership, or limited liability entity, each individual acknowledging this TOU on behalf of said entity, as the case may be, represents and warrants that he or she is duly authorized to execute and deliver this TOU on its behalf in accordance with its corporate bylaws, statement of partnership, certificate of limited partnership, or similar document (as the case may be), and that this TOU is binding upon said entity in accordance with its terms.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LICENSEE:

By: \_\_\_\_\_

Personal Guaranty has been provided and is attached to this document as Schedule B.

***This TOU does not confer any rights upon the LICENSEE until acknowledged & accepted by LICENSOR***

## SCHEDULE A :: USAGE ALLOWANCES & RATE SHEET

	<b>NON-ZENS</b> (inactive)	<b>DENI-ZENS</b> ("virtual" members)	<b>ARTI-ZENS</b> (non-profits)	<b>SHAOLINS</b> (part timers)	<b>DARUMAS</b> (full timers)
Membership Fee		\$ 75 / yr	\$ 75 / yr	\$ 180 / yr	\$ 180 / yr
Base Monthly Fee	\$ 10 / mo*	\$ 50 / mo	\$ 75 / mo	\$ 20 / day (4 day / mo. min.)	\$ 395 / mo
Conf. Room Use		2 hrs / mo	4 hrs / mo	Unlimited (Scheduled Days Only)	Unlimited
Conf. Room Rate (Add'l Use – 1 hr. min. )	\$ 15 / hr	\$ 10 / hr	\$ 10 / hr	\$ 10 / hr	
Shared Worktable Use		2 days / mo	2 days / mo	Unlimited (Scheduled Days Only)	
Worktable Rate – ½ day	\$ 20	\$ 15	\$ 15	\$ 10	
Worktable Rate – day	\$ 25	\$ 20	\$ 20	\$ 15	
Flex Desk Use		N / A	N / A	Included	
Flex Desk Rate – ½ day	\$ 25	\$ 20 (if available)	\$ 20 (if available)	\$ 15 (if available)	
Flex Desk Rate – day	\$ 30	\$ 25 (if available)	\$ 25 (if available)	\$ 20 (if available)	
Event Space Rental	\$ 35 / hr (2 hr min / no max.)	\$ 25 / hr (2 hr min / max \$100)	\$ 25 / hr (2 hr min. / max. \$75)	\$ 20 / hr (2 hr min. / max. \$65)	\$ 15 / hr (2 hr min. / max. \$50)

Deni-zens & Arti-zens are limited to using the facilities no more than 4 days per month. Members wishing to upgrade their monthly category to either full or part-time status (subject to availability) must pay the pro-rated difference in annual membership fee.

Shaolins & Darumas electing to downgrade their monthly category to a virtual membership shall not receive any refund or rebate of their membership fee. They shall, however, retain priority status (on a seniority basis) on any waiting list for open slots upon wishing to resume a higher level of activity.

\* – Arti-zens on inactive status shall be assessed a base monthly fee of \$30 to cover the costs associated with continuing their dedicated telephone & fax services.

## SCHEDULE B :: PERSONAL GUARANTY

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The undersigned individually guarantees the LICENSEE will make payments and pay all other charges required under this TOU when they are due, and will perform all other obligations under the TOU fully and promptly. Should the LICENSEE fail to meet any of its obligations, I will immediately pay all sums due and will perform all other obligations of the LICENSEE. Other than through any demand for performance of this guaranty, LICENSOR does not have to notify me if LICENSEE fails to meet any or all of its obligations under this TOU. I will also reimburse LICENSOR all expenses it incurs in enforcing any of its rights under the TOU against me, including attorney fees.

This Guaranty shall be governed by the laws of the Commonwealth of Massachusetts. I agree and consent that LICENSOR may serve me individually by registered or certified mail, which will be sufficient to obtain jurisdiction.

Dated: \_\_\_\_\_

By: \_\_\_\_\_