

Membership Application & Service Packages



Cowork Hive is a community accelerator designed to support both the personal and professional growth of freelancers, startups and location-independent workers in our local community.

It exists because of you and for you.

As a member, you will not just be a customer of Cowork Hive, you will be an active part of what Cowork Hive is and does for you and for others.

Membership / Service Packages

	Virtual Member	Associate / Flex Member	Dedicated Desk	Suites Member (Semi - Private Office)	Suites Member (Private Office)
Monthly Membership	\$100	Starting at \$150	Starting at \$300	\$400	\$600
Day Passes	\$25/day	10	n/a	n/a	n/a
Access	M-F 9a-5p	M-F 9a-5p	24 / 7	24 / 7	24 / 7
Meeting Room Time	\$50 / hr	8 credits	10 credits	12 credits	12 credits
Mailing Address	Included	Included	Included	Included	Included
Dedicated Storage	n/a	n/a	Filing Cabinet	Filing Cabinet	Filing Cabinet
Internet*	n/a	WiFi	WiFi & Wired	WiFi & Wired	WiFi & Wired
Utilities	n/a	Included	Included	Included	Included

Virtual Membership

Perfect for the entrepreneur who is working from home and needs a professional mailing address and occasional à la carte usage of our conference and meeting rooms.

Associate / Flex Membership

Great for students and business professionals who are looking for an alternative to the local coffee shop. Come on by and pull up a chair in one of our common areas but, remember, they are first-come / first-served! 24/7 access and full-month memberships are available for an additional fee.

Dedicated Desk Membership

Tired of hauling your equipment in and out every day, but not ready for a private office? The dedicated desk membership is just what you are looking for! Take your pick from any of our spacious coworking stations for your exclusive use. You will also get a file cabinet for storage and all the common areas are monitored via our custom video surveillance system for your protection and security.

Suite (Semi-Private & Private Office) Membership

You are living the suite life now! This membership level gives you 24/7, secure entry to the Cowork Hive campus, all the amenities **plus** either a private office or shared office workspace for your exclusive use. You will also get a file cabinet for storage and all the common areas are monitored via our custom video surveillance system for your protection and security.

Membership Application

Contact Information

Name: _____ Company: _____

Business Phone: _____ Position: _____

Cell Phone: _____ Website URL: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Business E-Mail Address: _____

Personal E-Mail Address: _____

I hereby acknowledge and agree to be bound by the terms and conditions contained within this Membership Agreement.

Member Signature

Date

Management Representative – JLP Realty

Date

Coworking Membership Agreement (CMA)



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Membership Agreement

The following Membership Agreement may be somewhat lengthy, but we want to be careful to ensure that everyone is properly protected. Please feel free to contact us at hello@hivenorthport.com or 941-208-0800 with any questions regarding these terms. The most current, digital version of this Agreement can be found online at <https://www.hivenorthport.com/cma>.

This is a legally binding Membership Agreement (“Agreement”) between JLP Realty, LLC (d/b/a Cowork Hive – North Port (us) and the entity or individual (you) as the Member on the signature page below. By agreeing, you acknowledge subsidiaries and other entities that may be affiliated through any direct or indirect ownership with JLP Realty, LLC.

Terms and Conditions

The Terms and Conditions of this Membership Agreement have been developed to help facilitate a collaborative, inspiring, and professional environment for Cowork Hive and its Members.

By executing this Agreement, you have agreed to become a Member of Cowork Hive, with rights to access and use certain facilities of the space located at 14260 Tamiami Trail, North Port, FL 34287 ("Space", the "Campus", or "Facilities"), and Cowork Hive on the terms and conditions of this Agreement.

This Agreement may be amended, modified or supplemented from time to time by Cowork Hive in order to accommodate operational needs. Any changes will be provided to all members no less than 15 days prior to taking effect, with the exception of changes involving life/safety or matters required by statute or ordinance, which shall take effect on the date indicated by the notice.

Use of Cowork Hive

As a Member, the following Terms Of Use (TOU) apply to you, any of your actual or potential employees or independent contractors and any other visitors (such persons are collectively referred to as “Visitors”) while at the Space, Cowork Hive, or using other Facilities or services. You are responsible for assuring compliance with these TOU by each of your Visitors.

1. Cowork Hive may only be used for purposes related to your business.
2. All of the business activities you conduct must comply with all applicable laws, rules, and regulations. You are responsible for knowing what laws, rules and regulations apply to you and your business.
3. You may not conduct or engage in any criminal or other illegal activities of any kind.
4. You and your visitors should conduct yourselves in accordance with the Community Wellbeing Guidelines issued or posted by Cowork Hive from time to time in addition to this Membership Agreement.
5. You understand that Cowork Hive is shared with other people and businesses. You may not act in any manner that might interfere or disturb the use of the Campus by Cowork Hive or any other Members and occupants.

6. You are entitled to have Visitors on an occasional basis. However, you must limit repeat or regular Visitors to only those persons who need to meet with you in person for your business purposes and for limited time periods. Any Visitors who Cowork Hive believes are regularly working out of the space without being a Member shall be required to apply for membership and pay applicable fees, if admitted as a Member.
7. Neither you nor any of your Visitors may, and may not ask, invite, allow or encourage any person or business to conduct any sales, marketing or other solicitation on a Campus directed toward Cowork Hive or Members outside of the normal course of business you conduct at Cowork Hive on a day-to-day basis. If Cowork Hive deems that you are soliciting outside of the normal course of business you conduct, Cowork Hive may immediately deny approval in its sole discretion and on a case-by-case basis.
8. You may not publish, post or otherwise make available in the public domain names of Members, employees of Members, or names of employees or other persons associated with Cowork Hive, in a manner that may attract uninvited visitors or solicitations or for other commercial purposes.
9. You may not schedule events, parties, seminars or other activities at Cowork Hive that would require use of any of the space without the prior written consent of Cowork Hive, which may be withheld in Cowork Hive's sole discretion.
10. Cowork Hive provides mail and other delivery receipt services on your behalf. We will notify you through email and/or in person when deliveries arrive. However, Cowork Hive does not have any liability for misplaced or undelivered packages or mail and you agree to hold Cowork Hive harmless for any such misplaced or undelivered packages or mail. You are responsible to collect your mail in a timely manner. Cowork Hive reserves the right to return mail to sender.
11. You agree to be solely responsible for any cell phone or messaging charges you incur as a result of Cowork Hive notifying you that a Visitor has arrived or any other notification to you by Cowork Hive.
12. Cowork Hive has the authority to manage and control access to all common areas, and to implement, change, or modify all policies, rules and regulations that it may, in its sole discretion, deem necessary or appropriate for use of the common areas. You agree to abide by all policies and rules and regulations pertaining to common area usage which may change from time to time.
13. Bicycles may be parked only in designated areas at the Campus and are parked at your own risk. By signing this Agreement, you assume sole risk, with no risk to Cowork Hive, for overnight storage of bicycles. Cowork Hive is not responsible for any theft of or damage to your bicycle.
14. You cannot use common areas for any type of storage, except for designated storage areas with the express written permission from Cowork Hive.
15. Cowork Hive has the right at any time to change or modify the Space, including but not limited to, the area, location, and arrangement of the common areas and other portions of the Facilities. Cowork Hive may also temporarily close all or any portion of the common areas or other portions of such Facilities.
16. Cowork Hive Property. You have the right to use designated office equipment, technology-related equipment, and furniture as provided by Cowork Hive pursuant to this Agreement. You are also entitled to

reasonable, nonexclusive use of any kitchen/pantry or coffee areas and equipment, restrooms, and general facilities.

Usage of the Hive Media Studio and/or Studio Equipment is separate from the general use provisions of this Agreement and requires a separate written Agreement Addendum or Amendment, as appropriate.

17. Confidential Information. You acknowledge that all spaces in Cowork Hive are open areas and are not secured. You are responsible for taking all necessary precautions to protect any information that is confidential, proprietary or private to you. You also agree that you shall not review, take delete, accept transmit, publish or otherwise use, in any way, any information or other information of Cowork Hive or of any other Member without prior written consent of the owner of such property. This includes, but is not limited to, business and financial plans, data and information, inventions, trade secrets and other intellectual property, electronic and other equipment and tangible property, and any other information that a reasonable person would consider to be confidential.
18. Optional Fee-Based Services: Additional fee-based services ("Optional Fee-Based Services" or "Optional Services") may be available to Members. Members should contact Cowork Hive staff for additional information on Optional Fee-Based Services.
19. Hazardous Materials Prohibited. You may not bring or allow any materials or substances that may be hazardous to people, animals or the environment, materials or substances to be brought on, kept or used in Cowork Hive. If you become aware of any hazardous materials or substances, at the Campus you agree to inform Cowork Hive Staff immediately.
20. Alcohol Consumption. No alcoholic beverages may be brought into Cowork Hive by members, guests or visitors.
21. No Smoking. No smoking of any kind is permitted in the common areas of the Cowork Hive Campus. The use of electronic "vaping" devices within the confines of private suites is discouraged, but is not expressly prohibited, except as articulated in item 5 of this section.
22. If you occupy a designated space, before you leave for the day or at an earlier time in the day, if requested by Cowork Hive, you must remove everything from the top of your work surface, including computers and other electronic devices, electrical cords, paper and other supplies and any other property.
23. Use of Property and/or Services upon Agreement Termination. When this Agreement terminates or expires, you will no longer have any right to use or access any equipment, furniture, communication devices and systems or other property, facilities, or services provided at the Campus by Cowork Hive under this Agreement.
24. Cowork Hive Intellectual Property. You may not display or use Cowork Hive's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Cowork Hive without Cowork Hive's prior written consent and in accordance with Cowork Hive's specifications. Cowork Hive may withhold this consent in Cowork Hive's sole discretion.

Payment and Modification of Fees

As used in this Agreement “Fees” means collectively, your Membership Fee, as applicable, plus fees for any Optional Services.

1. All Fees and other amounts due under this Agreement will be run via credit card auto-payment on the first business day of the month. All Fees and other amounts must be paid in full in U.S. dollars. All payments must be made electronically, by a credit card on file that you have authorized us to charge, unless Cowork Hive agrees to another method of payment. If we try to process any payment by a credit card and the charge is declined, you authorize Cowork Hive to levy a 10% late fee, at Cowork Hive’s sole discretion. Failure to remit monies owed for any previously declined payment within 30 days, may result in the termination of your Membership.
2. Cowork Hive may increase or decrease Fees at any time and from time to time in its sole discretion. Any change in the fees shall become effective at the end of your agreed term, or after 60 days, whichever is greater. You may decline any increase to any Fee by terminating this Agreement in accordance with the Termination clause, as articulated below.

Termination

1. Members engaged in a month-to-month membership may terminate this Agreement by giving written notice of the intent to terminate to Cowork Hive at least fifteen (15) days prior to the end of the month.
2. Members engaged in an annual membership may request to terminate this Agreement by submitting a written request to terminate to Cowork Hive at least fifteen (15) days prior to the end of the month in which they are requesting to terminate the Agreement. Approval to terminate an annual agreement shall be at the sole discretion of Cowork Hive and may require the assessment of a termination fee. Any termination fee assessed will not exceed the difference between any applicable month-to-month rate that would have been assessed absent the member’s annual agreement.

Additionally, should Cowork Hive notify a member engaged in an annual membership of a change in the Terms and Conditions of this Agreement, as articulated in the Terms and Conditions section above, the member may request to terminate the Agreement by submitting a written notice to terminate no later than seven (7) days prior to the change taking effect. However, this shall not apply to changes made for life/safety or due to applicable statute or ordinance.

3. Cowork Hive shall have the right to terminate this Agreement without cause at any time upon thirty (30) days’ prior written notice to you, and without any explanation. If we terminate this Agreement without cause, we will refund the prorated amount of any Fees you have paid for your membership beyond the date of termination.

Should Cowork Hive terminate this Agreement without cause for Members engaged in an annual membership, the Member will not be liable for any amounts articulated above in Section 2.

4. Your rights to Membership and use of Cowork Hive, and your other rights under this Agreement, will terminate automatically upon termination of this Agreement, and you will cease all use of Cowork Hive. Upon the termination of this Agreement, you will vacate the Space and remove all of your property.

Condition of the Premises

You agree that you have made a thorough inspection of your designated space at Cowork Hive and agree to take Membership in its condition “as is”, as of the date hereof. Cowork Hive has no obligation to alter, improve or decorate for your use.

Alterations, installations, improvements, additions or other physical changes to any part of the member’s designated workspace are prohibited without the prior written consent of Cowork Hive, which shall be at its sole discretion. If approved, said consent shall be contingent upon the member returning their designated workspace to its original condition, at their sole expense, unless otherwise articulated in an executed Amendment to this Agreement.

Internet Access

1. Internet Connection

As part of your membership, you will be provided a wireless Internet signal within the premises of Cowork Hive for your “reasonable” personal and professional use. Cowork Hive, in its sole discretion, reserves the right to determine what constitutes “reasonable” and/or “prohibited” uses of the provided internet connection. Examples of “prohibited” uses shall include, but may not be limited to the following:

- a. Operation of on-site, private servers, such as mail servers, FTP servers or web site hosting servers;
- b. Operation of a virtual private network (VPN) that has not received prior, written authorization or been specifically configured and provided for your use by Cowork Hive;
- c. Operation of voice-over-IP equipment that has not received prior, written authorization or been specifically configured and provided for your use by Cowork Hive;
- d. Installation and/or use of any equipment, applications or practices that we deem to utilize excessive bandwidth or that interferes with the use of Internet access by other Members.

2. Internet Security

You are solely responsible for providing your own firewall, spam filtering, anti-virus protection and other security for your computer(s) and other electronic devices and information stored on them and cloud-based storage. Cowork Hive shall not be responsible for any damage suffered to your computer(s), other electronic devices or information accessed by any third party by your use of any internet connection provided by Cowork Hive.

If Cowork Hive, at its sole discretion, has a reasonable suspicion that your computer(s) or electronic device(s) may be infected or hacked, we reserve the right to immediately suspend your internet access and require and schedule a time to inspect your computer(s) or other devices prior to restoring your Internet access. You shall indemnify and hold Cowork Hive harmless for any and all damages, including, reasonable attorney’s fees, that we may suffer as a result of your activities or the activities of third parties accessing your computer(s) or other electronic devices.

3. Liability

Cowork Hive will take commercially reasonable steps to maintain the continuity of our wireless Internet signal and telephone access. However, Cowork Hive has no liability to you for any suspension, interruption, temporary unavailability, loss of data or fault occurring in these services or any of the consequences thereof, including loss of business or profits. Cowork Hive will take what we believe to be commercially reasonable steps to protect the wireless Internet access system from unauthorized use. However, the system and the Internet generally are not secure and, therefore, you agree that Cowork Hive has no liability for any breach of the system, whether arising as a result of our providing access rights or otherwise.

Insurance

Cowork Hive strongly encourages all members to obtain appropriate insurance coverage in order to protect themselves from loss and liability in connection with their membership at the Cowork Hive.

General Liability

1. Cowork Hive shall have no liability or responsibility to Member, and Member shall have no claim against Cowork Hive, for any damage or loss incurred by Member with respect to property located in, or services provided to Cowork Hive, except as a result of gross negligence or willful misconduct of Cowork Hive.
2. Cowork Hive shall not be liable to Member for any damage by or from any act or negligence of any other Member or occupant of Cowork Hive, or by any owner or occupant of adjoining or contiguous property. Cowork Hive shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others.

Hold Harmless

You agree to defend, indemnify and hold Cowork Hive and its employees, owners, officers, agents, affiliates and contractors harmless from and against, any loss, cost, expense, claims or demands (including reasonable attorney and other professional fees and expenses) including any lost business, lost profits, accident, theft, loss, damage, or injury to persons or property related to or arising from the use of Cowork Hive by your or your employees, invitees, agents or other Visitors, except to the extent of damage caused by the gross negligence and willful misconduct of Cowork Hive, or your breach of any of the terms or conditions of this Agreement, except to the extent a court finally determines that Cowork Hive was grossly negligent or acted with willful misconduct. The provisions of this Section shall survive the termination of this Agreement.

AS-IS

Cowork Hive and other services provided to you under this Agreement are provided on an “as-is” / “where-is” basis. Cowork Hive hereby disclaims all warranties, either express, implied, statutory or otherwise under this Agreement, including all implied warranties of merchantability or fitness for a particular purpose.

Cowork Hive does not warrant that any of the services will be error-free or function uninterrupted or that any business venture in which you engage will successfully raise capital, generate any amount of revenues, or be profitable.

Cowork Hive does not warrant that Cowork Hive, is suitable for you or any business venture in which you engage.

Notices

All notices to Cowork Hive in connection with this Agreement shall be in writing, shall be effective upon receipt and shall be delivered by hand, email, air courier, or sent by certified mail, return receipt requested, postage prepaid. Written notices to Cowork Hive shall be delivered Attention: Community Manager.

All notices to Member in connection with this Agreement will be in writing, effective upon transmission and shall be sent by email to Member's provided email address. It shall be the responsibility of Member to ensure that any electronic transmissions originating from **coworkhive.com**, **hivenorthport.com** (or any affiliated domains) are exempted from any SPAM or "junk" mail filters used by the Member.

No Lease

Neither this Agreement nor any other agreement between Cowork Hive and you is or shall be deemed to constitute a lease or a conveyance of the space or any real property interest by Cowork Hive to you or to confer upon you any right, title, estate, or interest in the space, except for the express rights granted to you pursuant to this Agreement. Accordingly, landlord-tenant laws do not govern this Agreement, nor can you invoke any tenant rights or privileges. By executing this Agreement you hereby acknowledge the aforementioned terms and specifically waive any claim to rights provided for under any landlord-tenant laws.

Waiver and Severability

If any provision of this Agreement is held to be void, invalid or otherwise unenforceable (either in whole or in part), the remaining portions of this Agreement shall remain in effect and the parties hereto shall substitute the void, invalid or unenforceable provision with a new provision of like intent and effect. If any party waives a right granted in this Agreement, it must be done so in writing and signed by the party holding that right. If a party fails to exercise a right, it will not be interpreted as a waiver to exercise that same right, or any other right, in the future.

Entire Agreement

This Agreement, which includes any addendums and/or amendments executed between both parties, as well as posted Community Wellness Guidelines, constitutes the entire understanding between the parties hereto with respect to the subject matter contained herein and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Default

1. In addition to any and all other rights or remedies provided in this Agreement or that Cowork Hive may have at law, in equity, or otherwise if you fail to comply with any of your obligations under this Agreement, then Cowork Hive has the right to immediately terminate this Agreement upon notice to you, and you must then immediately vacate the Space. If you fail to remove any of your property from the Space within five (5) days after the termination of this Agreement, Cowork Hive may consider your property to be legally abandoned. In such an event, Cowork Hive shall be permitted, in its sole discretion, to either store the property for a

period of time to be set by Cowork Hive or dispose of such property as Cowork Hive sees fit. If the property is stored, you will be responsible for any and all costs and fees associated with the storage, including reasonable attorney's fees.

2. You will defend, indemnify, and hold Cowork Hive harmless for any and all damages, including, without limitation, lost business, lost profits, costs of storage and reasonable attorney's fees that may arise from the actions Cowork Hive takes to address your abandonment of any property and Cowork Hive.

Assignment

You cannot assign or transfer this Agreement or any rights in this Agreement without the prior written consent of Cowork Hive. You may not allow any other person or entity to use or occupy any portion of the Space except as expressly permitted in this Agreement with respect to Visitors. You cannot allow any other person or entity to have any of your rights under this Agreement.

Governing Law

This Agreement shall be constructed and enforced in accordance with the laws of the State of Florida.

Attorney Fees

In the event you fail to perform any of your obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, Cowork Hive shall be entitled to payment of any and all costs and expenses, including attorney fees incurred in enforcing or establishing its rights hereunder, including, without limitation, court costs and other costs of litigation.

By signing up for a membership at Cowork Hive, you are agreeing to all terms and conditions in this agreement.