



in a flexible, vibrant space with amenities and community

Terms of Service (modified 1/1/23)

Participant and co-labr8 agree:

1. **Access.** During the term of Participant's co-labr8 membership and under the terms and conditions herein, co-labr8 will provide Participant with access to co-labr8 facilities, services and systems at Participant's selected membership level. Participant is granted such access solely as a licensee, and shall not be deemed a tenant, nor shall this agreement be deemed a rental agreement or lease. Access to co-labr8 facilities, services and systems is administered via co-labr8 mobile app. Members must not enter Spaces in co-labr8 facilities which are secured and not made available via mobile app. Any and all access may be refused to any person including when membership privileges are suspended or terminated.
2. **Fees.** Participant will pay co-labr8 a fee for membership and for all additional products and services used by Participant and recorded in Participant's profile on the co-labr8 mobile app. Current membership rates and prices for products and services are posted on the co-labr8 mobile app and website. Except for rates established by separate written agreement, co-labr8 reserves the right to change rates from time to time, and such changes shall take effect when posted to the co-labr8 mobile app and website, without further notice to Participant.
3. **Payment.** Participant will supply co-labr8 with a valid card number and any other information necessary to obtain payment from a major credit card company or bank. Participant's card will be billed for membership fees in advance and for all additional fees in arrears on approximately the same day of each month. Participant will ensure co-labr8 has valid card information at all times. co-labr8 reserves the right, at its sole discretion, to accept other payment methods.
4. **Conduct.** In all matters relating to use of co-labr8 facilities, services and systems, Participant agrees to act ethically and in good faith. Without limiting the generality of this Section, Participant agrees not to use co-labr8 facilities, services and systems to violate any laws, to obtain unauthorized access to any computer system, to obtain copyrighted, trademarked, or trade secret information, to libel or slander any person, or otherwise cause harm, negligently or intentionally, to any person or organization. Participant agrees, for themselves and their guests, to comply with posted rules and guidelines for use of co-labr8 facilities and equipment, including those posted on the co-labr8 mobile app and website.
5. **Health Risks.** Participant acknowledges that presence in public facilities, regardless of the presence of co-labr8 staff, carries risk of illness, injury, and even death, including as a result of exposure to airborne viruses or contaminated surfaces. co-labr8 routinely follows safety guidelines issued by local, state and federal health authorities, however no promises, stated or implied, can or will be made that Participant and/or Participant's guests, have not or will not be exposed to such risks or conditions while accessing co-labr8 facilities, services and systems. co-labr8 shall not carry or maintain health, medical, disability or death insurance coverage for Participant or Participant's guests, co-labr8 staff has no duty to provide emergency response and although co-labr8 facilities may be equipped with cameras, they are not monitored. co-labr8 shall have no responsibility for, or obligation to provide, financial or other assistance in the event of injury, illness or death.

6. Waiver and Release. Participant expressly waives all claims against, releases and forever discharges and holds harmless co-labr8, its agents, employees, or other associated persons, from any and all liability, claims, and demands arising out of use of co-labr8 facilities, services or systems or any acts or omissions by Participant or its agents, employees, or other associated persons. Participant agrees to defend, indemnify and hold co-labr8, its agents, and employees harmless from, and against, any and all claims, suits, damages, losses, liability, obligations, fines, penalties, costs and expenses including legal fees, which arise from the rendering of services hereunder except to the extent any such matters arise from co-labr8's gross negligence or willful misconduct.
7. Personal Property. Participant brings to or leaves personal property at co-labr8 facilities at Participant's sole risk and responsibility. Participant releases co-labr8 from any claims of whatever kind or nature arising from, or relating to, lost, stolen or damaged personal property, including Participant's information or information systems. Participant agrees to respect the privacy and information rights of others using co-labr8 facilities, services or systems.
8. Furniture & Equipment: Participant will not under any circumstances remove or permit removal of any co-labr8 property from co-labr8 facilities. Participant agrees to reimburse co-labr8 for the cost of repair, replacement and unavailability caused by any damage to co-labr8 facilities or property caused by Participant or Participant guests.
9. Environmental Controls: co-labr8 lighting and temperature is controlled by thermostats, wall switches, timers, occupancy and presence-sensitive switches. Except as addressed herein and in accordance with instructions posted at the facility, Members and their guests shall not meddle with environmental controls. Members who access co-labr8 facilities during darkness may override presence-sensitive switches by following instructions posted at the facility. The last member occupying a space or facility for the day should turn out the lights upon their departure by following instructions posted at the facility.
10. Media Release. Participant grants and conveys unto co-labr8 all right, title, and interest in any and all photographic images and video or audio recordings made in the course of using co-labr8 facilities, services and systems, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
11. Assignment Prohibited. Participant may not assign its rights or obligations under this Agreement. Use of access control systems or equipment by any person other than Participant is prohibited and shall be cause for immediate termination.
12. Termination. Participant may terminate this Agreement at any time with 30 days' written notice to co-labr8. Likewise, co-labr8 may terminate or temporarily suspend this Agreement at any time if Participant breaches this Agreement or violates co-labr8 rules, or if Participant's payment card is refused, expired, or revoked. If co-labr8 terminates or suspends this Agreement and Participant has left any personal property in co-labr8 facilities, Participant may request access to such property in person at the co-labr8 facility during normal business hours.
13. Entire Agreement. This Agreement and the co-labr8 Privacy Policy contain the entire agreement between the parties. There are no other agreements, promises, representations or understandings. This Agreement supersedes all previous agreements. This Agreement may be modified or amended only in a writing signed by both parties.



- 14. Ohio Law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio. In the event any clause or provision of this Agreement shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

- 15. Attorney's Fees. In the event of any legal proceedings or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover from the losing party all of prevailing party's reasonable costs and expenses, including court costs and attorney's fees.

I understand my agreement with these terms constitutes a legal contract.

Participant:

co-labr8

By:

By:

Name

Name

Title

Title

Date

Date



EXHIBIT A
MEMBERSHIP LEVELS & RATES

Updated June 1, 2023

Membership Level ¹	Drop-In Part Time	Drop-In Unlimited	Private Office ⁴
Rate (3 mo minimum) ²	\$175 / mo	\$190 / mo / member	\$8.50 / sq ft / mo
Access ³	80 hours per month 24/7	Unlimited 24/7	Unlimited 24/7
Guests (day pass)	\$25 / day / guest	\$25 / day / guest	\$25 / day / guest
Meeting Rooms	\$25 / hr (5 hr/mo included)	\$25 / hr (8 hr/mo included)	\$25 / hr (8 hr/mo included)
Concierge	Included	Included	Included
Mail/Packages	\$24 / mo	\$24 / mo	Included
Branding	\$35 / mo on digital assets	on digital assets	on digital assets on physical location
Printing	\$0.20 / pg B&W \$0.65 / pg color		
Mentoring & Training	Invited to scheduled growth & networking programs		

1. requires enrollment in monthly renewal via bank ACH
2. teams can enroll multiple members for a 15% discount on drop-in membership
3. access to some co-labr8 spaces may be limited by reservation as displayed on the co-labr8 mobile app
4. private office includes 1 Drop-In Unlimited membership for each 60 sq ft leased