

## QBIX CENTRE SHARED WORKSPACE MEMBERSHIP APPLICATION AND AGREEMENT

### **SUMMARY**

Qbix Centre, located at 500A Northside Crossing, Macon, GA 31210, is a shared workspace and office hub. The purpose of the space is to provide an environment for professionals to conduct business, network, and meet with clients and other professionals. Members of Qbix Centre are provided 24-hour access to the self-contained office space and free parking. Included on site are various dedicated workstations, high-speed internet, conference rooms, private secured offices, kitchenette with refreshments, and half baths.

### **MEMBERSHIP RULES**

The following Membership Rules (“Rules”) are applicable to each Member who is in good-standing during the active term of their membership, unless otherwise provided:

- 1. MEMBERSHIP FEES:** Each Member must pay their Membership Fee, usage and overage charges as they are obligated to do so under this Agreement. The 1st month’s membership fee is due at the time of the acceptance of their application by the Manager and is due on the first of each month thereafter. We only accept autodrasts. The autodraft authorization must be completed.
- 2. TERM:** The term of the Membership will be six (6) months from the effective date of this Agreement (indicated by the signature of the Manager or a representative of the Manager), renewing automatically each six (6) months unless sooner terminated as provided herein.
- 3. UNDERWRITING:** The Manager may require applicants to submit to credit and/or background checks. If requested, the applicant will submit and pay for the cost of such checks by a vendor suitable to the Manager. The Manager may also require an in-person interview prior to accepting an applicant to Qbix Centre and reserves the right to refuse membership based on any and all of this underwriting material at its sole discretion.
- 4. ACCESS:** Each Member will be provided with a card key and code to access Qbix Centre, twenty-four (24) hours a day, seven (7) days a week, subject to closures for maintenance, repairs, or any other closures determined necessary by the Manager. You should keep this code confidential. Giving out your card key and code can result in termination of your membership since it weakens our physical security.
- 5. INCLUSIONS:** Members will be provided with temperature-controlled, first-come, first-served workspaces, including high speed, wireless internet access.
- 6. PURPOSE:** Qbix Centre is a professional environment and is to be used solely for professional business purposes and activities. Members are not to engage in any personal activities while at Qbix Centre, including, but not limited to, social engagements, sleeping, or cooking.
- 7. COURTESY AND COOPERATION:** Qbix Centre is a shared workspace. This will require that each Member is courteous, kind, mindful, and respectful of other Members. Qbix Centre is a space for Members to use and enjoy with the cooperation and commitment of all to encourage a positive workspace. To ensure a positive work environment, the Manager has the right to review and determine if the behavior of a Member is discourteous and/or uncooperative. If this is the case, the Manager will discuss the matter with the Member who is not contributing to the positive work environment. If discourteous, unprofessional, or disruptive behavior continues, then the Manager has

the right to discontinue the membership and require the Member to vacate Qbix Centre.

8. **CITIZENSHIP:** Each Member will exercise stewardship while at Qbix Centre and will avoid unnecessary waste, recycle used items, and conserve energy by turning off lights and leaving the thermostat to run automatically.
9. **TRUTHFULNESS:** Qbix Centre will operate on the honor system for some amenities \*. Each Member agrees to track and truthfully report the materials they use while at Qbix Centre. It is vital that all Members be honest about the materials they use so that these amenities \* can continue to be offered as part of the membership.
10. **MATERIALS:** All office supplies are to remain at Qbix Centre. The supplies are to be used on the premises and are not to be borrowed, rented, or taken.
11. **FINANCIAL RESPONSIBILITY:** Membership fees are due on the 1st of each month, and are late if not paid by close of business on the 5<sup>th</sup> of each month. Repeated failures to make payments in a timely manner will result in termination of a Member's membership.
12. **ACCOUNTABILITY:** Each Member shall be accountable for their actions while at Qbix Centre. This also includes the actions of any and all guests that they invite to the space. If the Member or their guest causes harm or damage to the space, furnishings, its Members, or the personal property of its Members, the responsible Member must promptly report the harm or damage, and pay for any and all expenses to remedy the harm or damage.
13. **PROFESSIONALISM:** The Members are prohibited from conducting any unsavory business practices. For example, the Members must refrain from engaging in any of the following activities or practices;
  - Pyramid schemes, chain letters, junk mail/email, spamming;
  - Defaming, abusing, harassing or threatening others;
  - Interrupting other Members who are working or using private offices or conference facilities;
  - Aggressively promoting the Member's business to other Members or their guests;
  - Depriving their fellow Members of opportunities for their ventures, including but not limited to, stealing information, leads, clients or infringing on intellectual property; and,
  - Viewing, posting, distributing or promoting inappropriate, profane, indecent, defamatory, or pornographic materials or information.
14. **PRIVACY:** By its very definition, a shared workspace does not provide complete privacy. Instead, the Members must practice elective privacy. It is the responsibility of each Member to secure their own privacy and that of their customers, vendors, and guests. Each Member agrees to keep whatever information they inadvertently obtain from their fellow Members private, and never to share, reproduce, or use information that belongs to others, even verbally, or exploit overheard information for gain or to the detriment of another Member. The provision shall survive the termination of a Member's membership to Qbix Centre.
15. **NOISE:** Each Member must keep noise to a minimum. For example, each Member must use headphones for any music and never play amplified music or use speakerphone for telephone calls. Each Member is to use his or her own office (if applicable) or the conference room for any and all telephone calls when possible.

16. **PETS:** No Member may bring pets to Qbix Centre.
17. **CONFERENCE ROOMS:** Conference room space is available by reservation only. This reservation must be made 24 hours in advance of the desired date and time. Reservations are taken as a first come, first served basis. To make reservations for conference room space, Members must sign up using the online management software system provided by the Manager. The reservation is not transferable. If a Member decides they no longer need the conference room at their reserved time then they will need to notify the Manager as soon as possible. By the conclusion of the reservation time, the Member must clean up the conference room space that was used and return all furniture to its original location.
18. **INSURANCE:** The Manager does not provide any insurance coverage for any materials that Members bring into or leave at Qbix Centre. The Manager, RoseAn Properties, LLC, Qbix Accounting Solutions, LLC, officers, members, employees, staff, agents, successors and assigns, shall be held harmless from all liability for the theft, loss, or damage to any materials a Member brings into or leaves at Qbix Centre. Members are advised to obtain appropriate insurance coverage to adequately cover their personal possessions and liabilities.
19. **SAFETY:** Members must keep Qbix Centre clean and safe. All Members must refrain from doing anything that endangers himself or herself or anyone else at Qbix Centre. As such, Members are to refrain from bringing or using any flammable, corrosive, explosive, unstable, or otherwise hazardous materials into or around Qbix Centre. Qbix Centre is a tobacco free, smoke free property. Members must practice good hygiene and keep themselves and their workspace clean and sanitary. Additionally, Members must leave any area and any business equipment they use clean and neat. If a Member sees anything that needs repair or presents a safety hazard to the Members, the Member must immediately report this to the Manager.
20. **CLEANLINESS:** Members must immediately wash any dishes they use while at Qbix Centre. Further, any items that a Member places in the refrigerator must be clearly marked with their name and the date. The refrigerator will be cleaned out EVERY Friday. All items will be thrown out that are not marked clearly.
21. **FOOD AND DRINK:** If a Member consumes any food or drink while at Qbix Centre, they do so at their own discretion and risk. The Manager, RoseAn Properties, LLC, Qbix Accounting Solutions, LLC, and their respective directors, officers, members, employees, staff, agents, successors, and agents, shall have no liability for illness, injury, damage or accidents.
22. **LEGAL:** No Member may use Qbix Centre for any purpose that is unlawful, illegal, prohibited by federal, state, or local law, statute, regulation or ordinance, or otherwise undesired. No Member may damage, disable, or impair the work or property of the other Members. No Member may attempt to access or access any properties or systems that do not belong to them.
23. **TERMINATION:** A Member's membership to Qbix Centre may be terminated prior to the expiration of the "TERM" in Section 2 above as follows:
  - a. Termination of a Membership by Member. A Member may terminate their Membership by giving thirty (30) days' written notice to the Manager; provided, however, that the Member will be responsible for all membership and overage charges through the conclusion of the membership period.
  - b. Termination by Qbix Centre. If the Member violates the Rules of Qbix Centre, in the Manager's

sole and complete determination, the Manager may terminate that Member's membership without prior notice and without a refund of prepaid membership fees,

24. **NOT A LEASE:** Membership to Qbix Centre is a service providing use of space and is not a lease of real property.
25. **DISCLAIMERS:** The Manager, RoseAn Properties, LLC, Qbix Accounting Solutions, LLC, officers, members, employees, staff, agents, successors and assigns, disclaim all warranties and conditions, whether express, implied, or statutory, including but not limited to merchantability or fitness for a particular purpose or use. The entire risk of the quality of a Member's participation in or use of Qbix Centre remains with the Member.
26. **DISCLOSURE:** The Manager may disclose information about the Members and/or their participation in Qbix Centre as the Manager deems necessary to satisfy any applicable law, regulation, legal process, or governmental entity's request. Further, the Manager may publish, in its sole discretion, information about the Members and/or their businesses, including, but not limited to, their names, company names, industries, titles and URL's. The Manager has the right to take photographs at Qbix Centre in which the Members and/or their property are featured and use these photographs at the Manager's sole discretion.
27. **INDEMNITY:** Each Member shall release, and hereby agrees to indemnify, defend and hold harmless, The Manager, RoseAn Properties, LLC, Qbix Accounting Solutions, LLC, and their respective directors, officers, members, employees, staff, agents, representatives, successors and assigns, jointly and severally, from and against any and all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of the Member's participation in or use of Qbix Centre. In the event a Member brings a frivolous claim or lawsuit in violation of the Agreement, the Member shall be liable for any attorneys' fees and costs incurred by The Manager, RoseAn Properties, LLC, Qbix Accounting Solutions, LLC, and their respective directors, officers, members, employees, staff and agents, successors, and assigns in connection with the defense of such claim or lawsuit.
28. **CONTACT:** All formal contact with the Manager regarding Qbix Centre will be made to the Manager by email or by way of RoseAn Properties, LLC or as otherwise directed by the Manager.
29. **INTERPRETATION AND ENFORCEMENT:** The Manager has the ultimate right to interpret and enforce these Rules, and the Members agree to be bound by any consequence established by the Manager for violating these Rules.
30. **CHANGES:** The Manager reserves the right to make changes to any and all Rules at any time. If possible, the Manager will allow a preview period before changes to the Rules go into effect, but the Manager reserves the right to change any and all Rules without such notice.
31. **AUTHORITY:** By signing the Agreement, you represent that you have the authority to do so and are not violating any agreement you have with another party. You also agree that membership in Qbix Centre does not empower you to make binding representations or agreements on behalf of Qbix Centre, The Manager, RoseAn Properties, LLC, Qbix Accounting Solutions, LLC or their directors, officers, members, employees, staff, agents, successors, or assigns.
32. **SUSPENSION OF SERVICES:** We may by notice suspend the provision of services (including access to

the business center) for reasons of political unrest, strikes, or other events beyond our reasonable control, in which event payment of the standard fee will also be suspended for the same period.

- 33.** The Manager does not provide any insurance coverage for any materials that Members bring into or leave at Qbix Centre. The Manager, RoseAn Properties, LLC, Qbix Accounting Solutions, LLC, and their respective directors, officers, members, employees, staff, agents, representatives, successors and assigns, jointly and severally, shall be held harmless from all liability for the theft, loss, or damage to any materials a Member brings into or leaves at Qbix Centre. Members are advised to obtain appropriate insurance coverage to adequately cover their personal possessions and liabilities.
- 34. THE NATURE OF YOUR AGREEMENT:** Your Agreement is the commercial equivalent of an Agreement for accommodation in a hotel. The whole of the business center remains our property and in our possession and control. You acknowledge that your Agreement creates no tenancy interest, leasehold estate, or other real property interest in your favor with respect to the accommodation. We are giving you just the right to share with us the use of the business center so that we can provide the services to you. The Agreement is personal to you and cannot be transferred to anyone else. We may transfer the benefit of your Agreement and our obligations under at any time.

#### \* Amenities

All of the amenities included in a Basic Membership are also included in a Private Office Membership. A Private Office Membership has upgrades from the Basic Membership. Any and all of these amenities are subject to change at any time at the sole discretion of the Manager.

#### Basic Membership - Dedicated Workspace

- Month-to-month membership
- Individual card key for access
- High-speed, wireless internet access
- Scheduled access to the conference rooms (Two (2) hours/month included, does not roll over. Must be scheduled in advance)
- Free Parking

#### Private Office Membership

- Full benefits of the Basic Membership *plus*:
- Minimum 6-month membership commitment
- Individual key for a locked private office
- Name of business listed on the directory
- Fully-furnished office space
- Scheduled access to the conference rooms and video conference room (Six (6) hours/month included, does not roll over. Must be scheduled in advance on our online software system.)

#### Additional Amenities

- Unlimited sheet-fed scanning (including two-sided)
- Black and white copies and/or printing (up to 200 pages/month)
- Color copies and/or printing (up to 100 pages/month)
- Coffee (up to 20 coffees/month for you and your business guests)
- Assorted sodas (up to 20/month for you and your business guests)
- Assorted snacks (up to 20/month for you and your business guests)

### Overage charges

Subject to availability, each Member will be charged any and all coverages for the allowances listed here, which will be added to their monthly bill at the following rates:

- Black and white copies and/or printing - \$0.10/page
- Color copies and/or printing - \$0.20/page
- Coffee - \$1.00/cup
- Assorted soda - \$0.50/can
- Downstairs conference room - \$25/hour
- Upstairs conference room- \$35/hour

MEMBERSHIP LEVEL	FEE/Month	SELECTION
<b>Option 1 Basic Membership Desks 1-4</b>	\$250.00	
<b>Option 2 Office 11, (Private space for one 88 sq ft)</b>	\$425.00	
<b>Option 3 Offices 21-28, (Private space for one 90-110 sq ft)</b>	\$475.00	
<b>OPTION 4 - Offices 12,14,15 &amp; 19 (Private space for one 120-140 sq ft)</b>	\$500.00	
<b>OPTION 5 – Office 17, (Private space for one)</b>	\$550.00	
<b>Option 6 – Offices 13 &amp; 18 (Private space for 1</b>	\$625.00	
<b>OPTION 7 – Office 16 (Private space for two)</b>	\$750.00	

## QBIX CENTRE APPLICATION

\_\_\_\_\_  
FIRST NAME

\_\_\_\_\_  
MIDDLE NAME

\_\_\_\_\_  
LAST NAME

\_\_\_\_\_  
FULL ADDRESS

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
WEBSITE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
PHONE #

\_\_\_\_\_  
ALTERNATE #

\_\_\_\_\_  
SOCIAL MEDIA SITES (FACEBOOK PAGE, TWITTER HANDLE, INSTAGRAM PROFILE NAME)

EMERGENCY CONTACT INFORMATION:

NAME: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

PHONE # \_\_\_\_\_

### **PAYMENT:**

We will autodraft your bank account at the beginning of each month.

## Auto Draft Authorization

I hereby authorize Bill.com, Inc., on behalf of Qbix Accounting Solutions, LLC, to initiate entries to the bank accounts that I enter, or enable Qbix Accounting Solutions, LLC to enter, on the Bill.com, Inc. web site in order to pay amounts that I owe to Qbix Accounting Solutions, LLC in accordance with instructions entered by Qbix Accounting Solutions, LLC on the Bill.com web site and, if necessary, to initiate adjustments for any transactions credited or debited in error. I represent that I have authority to bind the member that owns the bank accounts, and to authorize all transactions to the bank accounts that are initiated through Bill.com, Inc. I acknowledge that transactions initiated to the bank accounts must comply with the provisions of U.S. law. This authorization will remain in effect until the member notifies Bill.com, Inc. in writing to cancel it in such time as to afford Bill.com, Inc. and the bank reasonable opportunity to act on it.

Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **HOUSE RULES**

### **Qbix Centre House Rules.**

The Qbix Centre is a co-working space which provides visitors with a quiet area where they can concentrate on work, boosting their productivity as well as widen the circle of acquaintances and possibly business contacts. However, one should keep in mind it is first and foremost a workplace where a set of house rules applies. If you fail to follow the house rules, you will lose the right to come to or work in the co-working space.

1. Office spaces
  - Using shared office spaces, taking care of the property
    - Each working unit comprises a desk with a chair, a storage area and wireless or cable Internet access.
    - The co-working office space can be used 24 hours/day.
    - It is necessary to respect foreign property. In case of furniture or property damage arising out of negligence, you need to arrange a replacement or pay for the damage.
    - You should not bring your own furniture to the co-working space or stick posters on the walls without prior permission. If you think you have a really good idea for a new wall poster, you are welcome to present it to the head of the co-working space. Everyone should endeavour to make the shared office spaces pleasant for all users.
    - The temperature of the rooms should be such that it will suit most users. We normally avoid under-or overheating, as it is a waste of valuable energy. Using one's own heaters is not allowed.
    - We are fond of pets, but they do not belong in a working environment and are therefore prohibited from entering the co-working space.
  - Conference room
    - There is 1 conference room available.
    - The furniture in the conference rooms should stay there at all times.
    - The conference room can be used for business meetings, loud phone calls, and Skype conferences.
    - Do not let the conference room become your second home – to use it, you need to book it through an online schedule.
    - The conference room can also be used without prior reservation but only providing the desired term is free. First come, first served.
  - Use of kitchenette
    - Our co-working space includes a kitchenette which can be used by all co-working members
    - You might consider using labels with your name on the food and beverages which you keep in the cupboards or fridge.
    - Everyone is responsible for keeping the kitchenette clean and tidy.
    - All food personal food in the refrigerator will be trashed if remaining on Friday evening.
    - A variety of drinks are available in the refrigerator. They are free for your consumption on the premises. Keurig Coffee is also available.
2. Noise
  - General



- Co-working is a shared working environment so everyone should make his or her best to maintain a quiet working atmosphere.
  - Phone calls
    - When speaking on the phone, please adjust the volume of your voice. If your phone call might disrupt other people using the co-working space, please make your phone call in one of the conference rooms.
    - We suggest you put your cell phone on vibrate mode to prevent disturbing others.
  - Visits
    - Although visitors are allowed in the co-working space, everyone needs to abide by the rules concerning the voice level. Invite your private visitors to the conference room or your private office.
3. Cleanliness
- All co-working members are responsible for keeping the common rooms clean and tidy, which means that everyone should clean their desk and take care of the garbage once they have finished working for the day. Please recycle whenever possible.
  - Cleaning supplies are kept in dedicated places.
  - A cleaning service comes in each weekend as well. If you want your office cleaned on the weekend, you should leave it unlocked. If you wish, you can leave your trashcan outside the office door for the cleaning crew on Friday evenings.
4. Use of the Internet
- Users of the co-working space have free access to the RoseAn Properties wireless network. Ask the head of the co-working space for the password.
  - Each co-working tenant can also use cable Internet access.
  - Illegal data file download (torrent) is not allowed.
  - Do your best towards fair Internet usage.
5. Printing
- Printing for co-working members is available free of charge.
  - Each tenant can download printer drivers onto their computer and use the printer for their own purposes, following the instructions provided (located near the printer).
6. Smoking, including eCigarettes, is not allowed on the property.
7. A document destruction bin is available for your use.
- Please use it for sensitive documents only.
8. Incense and other
- No co-working member may burn candles, incense, or have other behavior which is sensitive to the other co-working members in a way which may trigger allergies or other physical sensitivities.