



## The Office

### A Shared Workspace

Created by NewTown Macon, Inc. and

Managed by 461 Third, LLC

## Membership Application and Agreement

### Summary

The Office, located at 461 Third Street, Macon, Georgia, is a shared workspace created by NewTown Macon, Inc. (“NewTown”) to provide low-cost, full-service space for nascent business concerns to establish their first professional office space in downtown Macon, Georgia (“The Office”). The Office is managed by 461 Third, LLC (the “Manager”). Members of The Office (collectively, “Members” or individually, “Member”) are provided with access to professionally-designed, modern office space located in the vicinity of NewTown’s headquarters. Inside The Office, there are flexible workstations, including desks, a coffee bar at the storefront, conference rooms, a telephone booth for private phone calls, high-speed, wireless Internet, and three (3) private locking offices.

### Membership Rules

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

1. *Fees*- Each Member must pay his or her membership fee and usage and overage charges as you are obligated to do so under this Agreement. A Member must pay his or her first (1<sup>st</sup>) month’s membership fee at the time of the acceptance of their Application by the Manager and on the first (1<sup>st</sup>) of each month thereafter.
2. *Deposit*- Each Member must pay a deposit equal to the amount of his or her membership fee. If a Member provides the required thirty (30) day notice of membership termination the deposit shall be returned to the Member.
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 The Office and reserves the right to refuse membership based on any and all of this underwriting material at its sole discretion.
4. *Term*- If a Member selects a Basic Membership, then the term of his or her Basic Membership will be for **three (3) months** from the effective date of this Agreement (indicated by a dated signature by a representative of the Manager below or Manager’s acceptance of an online application), renewing automatically each month unless sooner terminated as provided herein. Alternatively, if a Member chooses the Private Office Membership, then the term of his or her Private Office Membership will be for **six (6)**

**months** from the effective date of this Agreement (indicated by a dated signature by a representative of the Manager below or Manager’s acceptance of an online application), renewing automatically for **six (6) months** unless sooner terminated as provided herein.

5. *Access-* Each Member will be provided with a key or code to access to the collaborative workspace, known as The Office, located at 461 Third Street, Macon, Georgia, twenty-four (24) hours per day, seven (7) days per week, subject to closures for repairs, maintenance, special events or any other closures determined necessary by the Manager or NewTown.
6. *Inclusions-* Members will be provided with temperature-controlled, first-come, first-served workspaces as detailed on Exhibit “A” attached hereto and incorporated herein, including high-speed, wireless Internet access.
7. *Professional Offices-* The Office is a professional office and is to be used solely for professional business purposes and activities and not for any personal purposes or activities. Members shall not conduct any activities in The Office that do not belong in a professional business office. No Member may undertake any personal activities while at The Office, including but not limited to, personal grooming, sleeping, or cooking.
8. *Courtesy-* Co-working requires a special commitment to kindness, thoughtfulness, and courtesy. Members shall be courteous and kind at all times to their fellow Members, guests, the Manager, NewTown, and their respective officers, directors, members, employees, staff, and agents. To help ensure a positive working environment, the Manager has the discretion to determine whether a Member’s behavior is discourteous and such behavior to the offending Member’s attention.
9. *Cooperation-* One of the biggest advantages to co-working is leveraging the strengths of other Members. Each Member shall do his part to create a positive, productive, and pleasant environment for everyone else at The Office, and will share his advice and expertise when solicited to help his fellow Members. Likewise, each Member must be open to help and assistance from other Members when such help and assistance is requested.
10. *Citizenship-* Each Member will exercise stewardship while at The Office and will avoid unnecessary waste, recycle used items, and conserve energy by turning off lights and leaving the thermostat to run automatically.
11. *Truthfulness-* The Office will operate on the honor system for some amenities. Each Member agrees to track and truthfully report the materials he uses while at The Office. 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.

12. *Financial Accountability*- If a Member's automated payment fails to process, the Manager will promptly notify that Member to make the payment by alternate means, and such payment must be made by the Member within ten (10) days of the notification. Repeated failures of automatic payments will result in termination of a Member's membership.
  
13. *Accountability*- Each Member shall be accountable for his actions while at The Office as well as for the actions of any and all guests that he invites to The Office. If a Member or one of his guests causes harm or damage to The Office, its Members, or the personal property of its Members, the responsible Member must promptly report the harm or damage to the Manager, volunteer information about the harm or damage, and pay for any and all expenses to remedy the harm or damage.
  
14. *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:
  - a. *Pyramid schemes, chain letters, junk mail/email, spamming;*
  - b. *Defaming, abusing, harassing or threatening others;*
  - c. *Interrupting other Members who are working or using private offices or conference facilities;*
  - d. *Aggressively promoting the Member's business to other Members or their guests;*
  - e. *Depriving their fellow Members of opportunities for their ventures, including but not limited to, stealing information, leads, clients or infringing on intellectual property; and,*
  - f. *Viewing, posting, distributing or promoting inappropriate, profane, indecent, defamatory, or pornographic materials or information.*
  
15. *Privacy*- By its very definition, a shared workspace does not provide complete privacy. Instead, the Members must practice elective privacy. It is up to each Member to secure his own privacy and that of his customers, vendors, and guests. Furthermore, each Member agrees to keep whatever information he inadvertently obtains from his 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 in The Office.
  
16. *Noise*- Each Member must keep ambient 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. Further, each Member must use his private office (if applicable) or the telephone booth for any and all telephone calls when possible.
  
17. *Pets*- No Member may bring pets to The Office.

18. *Squatting*- No Member may leave his materials at a workspace unattended for more than one (1) hour at a time. Further, no Member may occupy more workspace than is absolutely necessary so that other Members may use the workspace.
19. *Conference Rooms*- Conference room space is available by reservation only. To make reservations for conference room space, Members must sign up using the online management software system provided by the Manager or contact George Thomas, Office & Leasing Manager at [theoffice@newtownmacon.com](mailto:theoffice@newtownmacon.com) or 478-722-9909, or another individual designated by the Manager, at least forty-eight (48) hours in advance of the desired reservation time. Reservations for conference room space are taken only on a first-come, first-served basis. Members shall not re-sell, donate, or transfer their conference room allowance to anyone else, including other Members. By the conclusion of the reservation time, the Member must clean up any conference room space he used and return the furniture to its original location.
20. *Insurance*- The Manager and NewTown do not provide any insurance coverage for any materials that Members bring into or leave at The Office. The Manager and NewTown, and their respective directors, officers, members, employees, staff, agents, successors, and assigns, shall be held harmless from all liability for theft, loss, or damage to any materials that Members bring into or leave at The Office. Members are advised to obtain appropriate insurance coverage to adequately cover their personal possessions and liabilities.
21. *Safety*- Members must keep The Office clean and safe. All Members must refrain from doing anything that endangers himself or anyone else at The Office. As such, Members are to refrain from bringing or using any flammable, corrosive, explosive, unstable, or otherwise hazardous materials into or around The Office. The Office is a non-smoking environment inside the building and within twenty (20) feet of the exterior entrances of the building. Members must practice good hygiene and keep themselves and their work areas 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.
22. *Cleanliness*- Members must immediately wash any dishes they use while at The Office. Further, any items that a Member places in the refrigerator must be clearly marked with his name and the date. Items may not be refrigerated overnight, and any items left in the refrigerator after 5:00 p.m. will be thrown out daily.
23. *Food and drink*- The Office is not licensed in any way to serve food or beverages. If a Member consumes any food or beverages at The Office, he does so at his own discretion and risk. The Manager and NewTown, and their respective directors, officers, members, employees, staff, agents, successors, and assigns, shall have no liability for illness or accidents.

24. *Bicycles*- The Office has two shared bicycles, primarily for the use of NewTown’s Staff. Members of The Office may use the shared bicycles at your own risk. The Manager and NewTown, and their respective directors, officers, members, employees, staff, agents, successors, and assigns make no warranties or guarantees regarding the safety or maintenance of the shared bicycles. You should carefully inspect bicycles prior to use, and report any safety issues to the Manager immediately and refrain from using the bicycles until they meet your personal standards for safety. You may use the bicycles for trips up to two hours duration. When you are done, return the bicycle to one of the shared bicycle racks in the hallway nearest the front door to the office. When you use the bicycles, you must use the attached lock. You will be responsible for the bicycle while you are using it and your membership will be charged for the cost of repair or replacement (at the Manager’s discretion) if the bicycle is lost, stolen or damaged. Two private bicycle racks are also provided for your use in the hallway farthest from the front door of The Office. These racks are first-come, first-serve and private bicycles may not be left overnight. The Manager, The Office and NewTown are not responsible for the safety of your bicycle. If you choose to park your bicycle at The Office, you do so at your own risk.
25. *Legal*- No Member may use The Office for any purpose that is unlawful, illegal, prohibited by federal, state, or local law, statute, regulation or ordinance, or otherwise undesired, including but not limited to, any form of anti-social behavior. No Member may damage, disable, or impair the work or property of the other Members. Further, no Member may attempt to access or access any properties or systems that do not belong to him.
26. *Termination*- A Member’s membership in the Office may be terminated prior to the expiration of the term discussed in Section 2 above as follows:
- a. Termination of Private Office Membership by Member. A Member may terminate his Private Office 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 the Office. If a Member violates the Rules of The Office, in the Manager’s sole and complete determination, then the Manager may terminate that Member’s membership without prior notice and without a refund of prepaid membership fees.
  - c. Graduation. The Office prioritizes helping companies get a strong start, not serving as a long-term office space for established businesses. As such, each Member must voluntarily vacate his membership at The Office once his company has (a) at least three (3) full-time-equivalent employees or (b) gross sales totaling

over Five Hundred Thousand and 00/100 Dollars (\$500,000.00), whichever occurs first.

27. *Not a lease*- Membership in The Office is a service providing use of space and is not a lease of real property.
28. *Disclaimers*- The Manager and NewTown disclaim all warranties and conditions, whether express, implied, or statutory, including by 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 The Office remains with the Member.
29. *Disclosure*- The Manager and/or NewTown may disclose information about the Members and/or their participation in The Office as the Manager and/or NewTown deem necessary to satisfy any applicable law, regulation, legal process, or governmental entity's request. Further, the Manager and/or NewTown 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 and/or NewTown has the right to take photographs at The Office in which the Members and/or their property are featured and to use these photographs at the Manager's and/or NewTown's sole discretion.
30. *Indemnity*- Each Member shall release, and hereby agrees to indemnify, defend and save harmless, the Manager and NewTown, and their past, present and future 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 The Office. In the event that a Member brings a frivolous claim or lawsuit in violation of this Agreement, the Member shall be liable for any attorneys' fees and costs incurred by the Manager and NewTown, and their respective directors, officers, members, employees, staff and agents, successors, and assigns in connection with the defense of such claim or lawsuit.
31. *Contact*- All formal contact with the Manager regarding The Office will be made to George Thomas, Office & Leasing Manager at [theoffice@newtownmacon.com](mailto:theoffice@newtownmacon.com) or c/o NewTown Macon, Inc. 555 Poplar Street, Macon, Georgia 31201, or as otherwise directed by the Manager.
32. *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.
33. *Changes*- The Manager reserve 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.

*Authority-* By signing this 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 The Office does not empower you to make binding representations or agreements on behalf of The Office, the Manager, or NewTown, or their directors, officers, members, employees, staff, agents, successors, or assigns.

*Remainder of Page Left Intentionally Blank*





## Application

First Name		Last Name	
Company Name		Website	
Permanent Address			
City, State, Zip			
Cell Phone		Email	
Twitter Handle		Instagram	
Basic Membership	\$125/month	<input type="checkbox"/>	Three (3) month commitment
Office 1	\$300/month	<input type="checkbox"/>	Six (6) month commitment
Office 2	\$300/month	<input type="checkbox"/>	Six (6) month commitment
Office 3	\$300/month	<input type="checkbox"/>	Six (6) month commitment
Name On Card			
Card Type	<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> American Express <input type="checkbox"/> Discover		
Card Number			
Expiration Date		CVV	

I hereby agree to the Membership Rules outlined in this Agreement and apply for the membership level denoted above. If accepted, I authorize Johnson Lofts Operating, LLC to charge my credit card listed above for my membership fee and any additional usage or overage charges each month, beginning as of the acceptance of my membership by the Manager and ending upon the expiration or termination of the term as provided in this Agreement. Additionally, I authorize Johnson Lofts Operating, LLC to charge my credit card for the cost of repairing any damage caused by my guests, or me, either intentionally or by negligence.

MEMBER(S):

MANAGER:

461 Third, LLC

By its Managing Member: NewTown Profits, LLC

By its Sole Member: NewTown Macon, Inc.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Joshua M. Rogers, its President & C.E.O.

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Date



## Exhibit A

### Amenities

All of the amenities included in a Basic Membership are also included with 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 or NewTown.

### Basic Membership

- Minimum three-month membership commitment
- Individual key for access to The Office
- Receive mail for your business at The Office (mail will be sorted into an open-access organizer by NewTown staff)
- High-speed, wireless internet access (Please note that The Office is a wireless environment. No phone or network lines are provided.)
- First-come, first-served access to workstations and coffee bar
- First-come, first-served access to telephone booth for phone calls (not to exceed three (3) hours/week, does not roll over)
- Scheduled access to our 8-person conference room (six (6) hours/month included, does not roll over)
- Occasional access to our 30-person conference room (must be scheduled in advance with The Office management)
- Name of business listed on storefront of The Office in plain text
- Access to shared bicycles (to be used at your own risk)

### Private Office Membership

- Full benefits of the Basic Membership *plus*:
- Minimum six-month membership commitment
- Individual key for a locked private office
  - Office 1 6'x 9', 54 square feet
  - Office 2 6'x 9', 54 square feet
  - Office 3 6'x 9', 54 square feet
- Fully-furnished office space

### Additional Amenities

Members at all levels of membership may enjoy additional amenities, including:

- Unlimited sheet-fed scanning (including two-sided)
- Black and white copies and/or printing (up to 2000 pages/month)
- Color copies and/or printing (up to 2000 pages/month)
- Keurig coffee (up to 40 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 for any and all overages for the allowances listed here, which will be added to his monthly bill at the following rates:

- Black and white copies and/or printing- \$0.10/page
- Color copies and/or printing- \$0.20/page
- Keurig coffee- \$1.00/cup
- Assorted sodas- \$0.50/can
- Assorted snacks- \$2.00/snack
- Small conference room- \$10.00/hour
- Large conference room- \$20.00/hour

MEMBER(S):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date