



This Membership Agreement ("Agreement") is made and entered into on the day you complete your online registration (the "Effective Date"), by and between Coco LLC ("Coco", "Us", or "We"), and you ("Member" or "You"),

By clicking "Submit" and enabling "autopay" online you have accepted and agreed to be bound by the terms of our membership below. Your membership benefits do not start until you Agree to this Membership Agreement once you have completed the registration and payment setup process online, and attend an orientation.

SECTION 1: Coco's CODE

1. Be good: Behave well and treat others the way you would want to be treated. And if you don't walk the talk, then at the request of its members, other building tenants, or our own choosing, Coco may terminate your membership and reserves the right to terminate a membership in its sole discretion, Coco determines immediate termination is warranted under the circumstances.
2. Be positive: Believe in yourself, believe in others, and especially believe in the collaborative power of the Coco community. Network. Collaborate. Work hard. Have fun. Improve the community for all. Please provide input to improve Coco for everyone.
3. Roll with the changes: Coco is an ecosystem. And like all such environments, Coco, will evolve and change. This means that Coco may decide, with member input and observation or independently, that the rules need to change as well. So, while this is the Coco's CODE today, it is hard to predict the evolving needs of members. Therefore, it is your responsibility to check the Member portal for future changes to the Coco CODE and policies.
4. Make a commitment: Strong communities are based upon active members and continuity. Remember, this takes time and that one of the most amazing benefits of your membership is the relationships and encounters you have with other members and guests.
5. Don't fight the law: Violate the law and you're out. This means you won't use Coco for any purpose that is unlawful, including doing anything that could damage, disable or impair any of the property of Coco or keep other members from using the Coco space or

would hurt other members. This also means you won't attempt to gain access to any computer systems or networks of Coco, or attempt to obtain any materials or information not intentionally made available to all Coco members. If you attempt to do any of these naughty things, your membership will be terminated immediately with notice from Coco.

6. You agree that you have the authority to be a member, and the authority to sign this Agreement, and ultimately live by the Coco Code. You promise that your membership won't be a breach of an agreement you have with someone else. You also acknowledge that you can't bind Coco or the community (in whole or part), or its other members.
7. You also agree not to use Coco in connection with:
 1. Contests, pyramid schemes, chain letters, junk email, spamming or similar annoying behavior;
 2. Defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as privacy and publicity) of others; Posting, distributing or disseminating inappropriate, profane, defamatory, obscene, indecent, or unlawful material or information; Uploading, reproducing, using, performing or otherwise making available, images, software or other material or information which infringes another's rights, or is protected by intellectual property laws where you don't own or license such rights; and uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage Coco or a member's computers or property.
8. Confidential Information: You acknowledge that during your membership at Coco, you are going to be exposed to confidential information such as business information, trade secrets, technology, customers and prospects, and other secret stuff, disclosed by Coco or by other members of Coco (including through your keen observation) that is confidential or proprietary in nature and simply just not known by others. It's plain and simple - you agree to keep it confidential and not to disclose or use such information. You understand that they remain the exclusive property of who disclosed them, and you don't acquire any rights to such information. If you are unsure if something is confidential - ask.
9. Be insured: Coco will carry General Liability and Business Personal Property insurance. As a member, it is strongly suggested that you carry an insurance policy of some type to cover your own equipment while using our space (or any anyone else's space for that matter). Coco cannot provide insurance for you or provide advice, so it is best to contact an insurance agent regarding your specific needs. With respect to your access to, participation in, use of the Coco space, or any loss of information or other property resulting from such participation or use you acknowledge it is solely your responsibility to

make sure you are properly insured against such losses, and acknowledge by signing this agreement a full waiver of liability for Coco.

10. Coco bans guns on its premises: The possession, carrying, or use of a firearm (including but not limited to handguns) or other weapon while on our premises is strictly prohibited. This prohibition applies to all members, including those who have a valid permit to carry a firearm. By signing this Agreement, you agree that you will not bring in or keep any firearms on the Premises. You acknowledge that your membership may be revoked should you fail to comply with this policy.
11. Respect the Rules of our Locations: Please be aware that all Coco locations exist inside multi-tenant business buildings, which means that Coco members also must abide by the rules of the building. Basically, if you act professionally there will not be any problems. Please know that the Building's rules might change with time, so you're responsible for being aware of changes.
12. Coco Building Rules: The following rules and regulations have been formulated for the safety and wellbeing of all tenants of the Property by the building owners. Adherence to these rules and regulations is necessary to guarantee that every tenant (including the Coco community) will enjoy a safe and undisturbed occupancy of its premises. Coco's Landlord's reserve the right to amend these rules and regulations and to add additional rules and regulations.
 1. You hereby agree to the following for all locations:
 - i. Not to use any equipment, machinery or advertising medium which may be heard outside the Coco's space.
 - ii. Not to use any plumbing facilities for any purpose other than that for which they were constructed.
 - iii. Not to use any portion of the Premises as sleeping apartments, lodging rooms or for any unlawful purpose or purposes.
 - iv. Not to solicit business in the common or public areas of the building.
 2. You hereby agree specifically to the following for the Downtown Minneapolis location:
 - i. Not to distribute or display any handbills or other advertising matters or devices in such common or public areas.
 - ii. Not to obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or any other part of the Grain Exchange building to permit any drapes, blinds, shades or screens to be attached to, hung in or used in connection with any window or door relating to the Premises without the prior written consent of Landlord.

- iii. Not to permit any showcases, mats or other articles to be placed or allowed to remain in front, in the proximity of or affixed to any part of the exterior of the Premises.
 - iv. Not to permit or encourage any loitering in or about the Premises Not to enter upon or use the roof of the Building.
 - v. Not to permit or encourage any canvassing, soliciting, peddling or demonstrating in or about the Premises.
 - vi. Not to install or permit the installation of any wiring for any purpose on the exterior of the Premises or the Building.
 - vii. Not to mark, paint, drill into or deface any part of the shell or core of the Building.
 - viii. Not to bring in or keep any firearms in the Premises or the Building. Not to affix any floor covering to any floor of the Premises with adhesive of any kind without obtaining Landlord's written consent.
 - ix. Not to allow live or artificial Christmas trees. Artificial Christmas trees may be permitted by Landlord; if any lighting thereon is approved by Landlord, and is turned off at the end of each business day.
13. Children, dogs, and bikes: As in any commercial office or studio, Coco is not covered for the risks and liabilities associated with children or animals or bikes. There are unique rules for each location:
- 1. Coco Northeast Minneapolis: Dogs are permitted as long as they don't cause concern or threat to other members. Coco reserves the right to remove a dog if it is causing problems. Dogs must be under your control when not in your office or at your desk, and must not wander the halls alone. In addition, only two-footers are allowed in the kitchen area. And of course, any delightful things created by your dog will be your responsibility to pick up in/or around the building. Failure to correct your dog could result in the termination of its owner's membership.
 - 2. Coco Downtown Minneapolis: No pets are permitted unless they are an approved service animal. This is a strict rule enforced by the building owner.
 - 3. Bikes are permitted, and encouraged, at all Coco locations. Please keep bikes at designated storage areas, and make sure to clean up any debris produced by your bike in common and storage areas.
 - 4. Children: While we love them, it is helpful to keep in mind that they do not have a membership. If you bring them to work with you, they need to stay with you. After all, if they are distracting you while you work, they likely will be doing the same thing to others. Please be respectful of others at work, and know that we might

kindly ask them to leave. For extended stays (more than a single day), a Day Pass must be purchased for all children.

14. Events: Coco is a multi-purpose destination, and will host events at all locations, during the day, evening and weekend hours. Every attempt will be made to clearly mark private areas, and Coco staff members will monitor to ensure that event participants do not use member's dedicated spaces.
15. Print, Copy, Scan: Is currently provided at no cost to all membership levels within reasonable limits Coco reserves the right to surcharge for excessive printing.
16. Smile: We love to share the space, the cool people, and the activities of our community with everyone on the planet. So, you agree to provide Coco absolute and irrevocable right and unrestricted permission to use photographs, or video taken of your beautiful face, to use, re-use, publish and re-publish the same in whole or in part, individually or in conjunction with other photographs and any printed or video matter, in any and all media now or hereafter known, and for any purpose whatsoever allowed by law for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration.
17. Copyright Infringement: Coco is committed to complying with U.S. copyright and related laws and requires all members and users of Coco to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content in a manner that constitutes an infringement of third party intellectual property rights, invading rights granted by U.S. copyright law. Owners of copyrighted works who believe their rights have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA) to report alleged infringements. It is Coco's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the membership of any member who is either found to infringe a third party copyright or other intellectual rights, including repeat infringers, or who Coco believes in its sole discretion is infringing these rights.
18. Security and access (membership, building, and parking cards and keys): Our goal is to provide a safe place, but in any community it takes all the members to help out. We take this seriously, so please be aware:
 1. While all Coco locations have surveillance cameras at entrances, certain hallways, and public access areas, we cannot guarantee a 100% secure environment.
 2. Interns are not permitted to have 24/7 access without direct supervision of the member they are working for.

3. All guests must be accompanied by a member at all times. A guest must be signed-in at the greeting desk with a Coco staff member before using any of the amenities. The hosting member will be responsible for their guest's actions at all times. A maximum of 4 guests per member are permitted after hours, and only with members who have a 24/7 membership. All guests working in the space for more than 4 hours are subject to the Membership Rules in this Agreement and Guest Pass rates outlined in the Payments section below.
4. All memberships except for access and legacy flex and WFH+ members have 24/7 access at all locations.
5. Membership access cards are not transferable and may not be lent out at any time to anyone for any reason. Lending of access cards will result in membership termination.
6. If any of your membership access cards or keys are misplaced or stolen, you must notify a Coco staff member immediately - a \$25 fee per card or key will be charged to your account, and Coco will issue you a replacement card.

SECTION 2: PAYMENT

1. Pay your dues. If you don't pay the fee you owe when it is due, we will send you an email to remind you and the payment will be due before you can enter the space again. If your payment is not brought current within 15 days of the due date we have the right to withdraw your Coco access and terminate your membership. Furthermore, you give Coco permission to re-run failed transactions within five (5) days of the original transaction. Your fees and dues are owed regardless of anything else, as we are not responsible for external forces.
2. Coco Members are required to upload and payment information and pay their invoice through our member portal. If an exception is granted to this policy, payment must be made within 2 business days of the due date of the invoice.
3. Membership recurring payments: Start date will be based upon your registration date, your first month will be prorated and then billed on the first of each month afterward, renewing every 30-days automatically.
4. Access Membership - If you opt to pay for your access membership up front for the full year your membership will renew every 12 months automatically, unless canceled or updated to monthly more than 30 days prior to the renewal.
5. Credit card fees: As a member you have the option on the following payment methods. You will incur and agree to pay the fees outlined below.

1. ACH payment = a fixed fee of \$1.50 per transaction plus your other monthly fees
2. Credit card = a fee of 2.99% per transaction plus your other monthly fees
6. Meeting Room credits: Based upon your membership level you receive a monthly credit for meeting room usage. Each room is assigned an hourly rate, and you can use your credits anytime during the membership period. If at any point during the month you exceed your credits, you may purchase additional hours at the meeting room rates at the time of the booking. You therefore agree that Coco may charge your payment method on account for these additional fees.
 1. These credits do not carryover and may only be used for meeting room or event venue bookings, within the current guidelines.
 2. Coco reserves the right to change pricing at any time.
 3. Pricing is presented during the booking process, and range from \$25 - \$75 per hour.
7. Print, copy, scan: In the event of excessive printing you will pay per page, and agree that these additional charges will be applied monthly to the payment method on file at the following rates:
 1. \$0.10 per page for b/w
 2. \$0.25 per page for color printing or copies

SECTION 3: COMMITMENTS AND CANCELLATIONS

1. Cancellation notices:
 1. Access and Coworking Memberships, including any legacy coworking memberships: Provide a written notification to membership@workatcoco.com with a minimum of 30-days written notice from the start of your billing period. For Access memberships, if you cancel before the end of your 12 month commitment, you will be required to pay the balance or continue making monthly recurring payments until the end of your commitment.
 2. Dedicated Desk and Flex Office: Provide a written notification to membership@workatcoco.com with a minimum of 30-days written notice from the start of your billing period. If no notice is provided your membership will revert to a month to month agreement, requiring the same 30 day notice period. You may be subject to a rate increase at the expiration of your contract term if the contract reverts to a month to month agreement. If you cancel prior to the end of your 6 month commitment requirement, you will be required to continue making

monthly recurring payments until the end of your commitment or until Coco finds another entity to register for the space(s) in your agreement.

3. Month-to-Month Term Dedicated Desk and Flex Office: Provide a written notification to membership@workatcoco.com with a minimum of 30-days written notice from the start of your billing period.
4. Month-to-Month Term Private Office, Suite, and Dedicated Workspace: Provide a written notification to membership@workatcoco.com with a minimum of 60-days written notice from the start of your billing period.
5. Active Term Private Office, Suite, and Dedicated Workspace: Provide a written notification to membership@workatcoco.com with a minimum of 60-days written notice from the start of your billing period. If no notice is provided your membership will revert to a month to month agreement, requiring the same 60 day notice period. You may be subject to a rate increase at the expiration of your contract term if the contract reverts to a month to month agreement. If you cancel prior to the end of your Term, as agreed upon in your contract, you will be required to continue making monthly recurring payments until the end of your commitment or until Coco finds another entity to register for the space(s) under your agreement.

SECTION 4: MEMBERSHIP BENEFITS

1. All memberships include; wireless internet access, print, scan, copy equipment usage, brewed coffee, tea and water, and casual meeting spaces. Coco reserves the right to change benefits any time at its discretion.
2. Access to our LEXC and Google for Startups partner network of working spaces as touch-down spaces while traveling.
3. Access to all Coco locations.

SECTION 5: MEMBERSHIP RULES

1. Home Location: Because Coco has multiple locations, we need to associate each member with a home location. While all membership levels can visit any Coco location, if your membership level includes 24/7 access, that 24/7 access is good at all locations. Locations and addresses are available on the website.
2. Orientation: On your first day you must attend a member orientation session before you begin using your membership. It's important to understand the features of the location

and to connect with the Coco staff running the location to ensure you have a successful time at our locations.

3. Business Hours: Monday-Friday 800am-500pm
4. Check-ins: All members are required to scan their access card upon entering the space. If you do not, one of the Coco staff members will check you in.
5. As a 24/7 key-holder, you are entrusted with a significant amount of security responsibility. After normal business hours of operation, the community's property may be exclusively in your hands, so it is your responsibility to secure the building if you believe you are the last person on the premises or any time after 5pm. Please treat this privilege as if each person's valuables were your own. If abused by unauthorized parties, discos, or otherwise unapproved extracurricular activity, and know that Coco may terminate your membership or revoke your 24/7 access privileges.
6. Access Cards and Keys: Any access card or key not returned on or before the last day of your membership, for any reason, will incur a \$25 fee per card or fee on your account within 5 days of your last day of membership. You acknowledge that this fee will be charged.
7. Roster: All names of additional members must be included in the Membership and roster. Any changes to roster must be provided in writing a minimum of 48 hours prior to the individual starting by writing to membership@workatcoco.com with the member's name, start date and email address.
8. Suite, Private Office, and Dedicated Workspace Payor Role: The Payor on the account is in charge of the following:
 1. Notifying Coco within 48-hour of when new members are joining the group space by emailing membership@workatcoco.com with the individual's full name, email, and start date.
 2. Ensuring that new members are aware of, and attend an orientation on their first day.
 3. Notifying Coco by email when members are leaving your roster by emailing membership@workatcoco.com with the member's full name and last date.
 4. Tracking and monitoring meeting credit usage.
 5. Collecting any and all access cards and keys to Coco, parking, and/or locker keys provided.
 6. At the end of the membership all access cards, keys and filing cabinets need to be turned into a Coco team member on or before the last day of the month. The group space should be turned in as good or better condition than it was received or a cleaning fee of \$250 or more will be charged to the account on file. The

payor is also responsible for any damage or the removal of furniture, fixtures, or equipment. The payor agrees to pay replacement and damage fees defined by Coco at the time of review.

9. Single Company: Members cannot recruit current Coco members to join their membership in the space, unless they are hired by the company who holds the membership.
10. Guests and Visitors: Anyone not on the official Roster is considered a Guest or Visitor, and will need to check in at the front desk inside the main coworking space. The Coco member portal will notify you that your guest is waiting at the front desk. Keep in mind:
 1. For coworking and dedicated desks, your membership is assigned to you
 2. For private offices and spaces your membership includes up to the number of memberships indicated on your contract.
 3. Guests may join you in a drop-in meeting spaces or a meeting room at no additional charge if within the allotted meeting room credits included in your membership.
 4. Contractors, employees, or project collaborators are subject to all membership policies and a \$30 per day per guest fee.
 5. After five visits within a two month time frame a guest is no longer considered a guest and we require that the guest purchase a membership that works best for them.
11. Mail: Mail service is available to all members, and included with some memberships. If you have this service it is your responsibility to check with the front desk on a regular basis and retrieve all packages or mail in a timely period.
12. Keep Our Spaces Clean: It is your sole responsibility to maintain your space in a safe, sanitary and presentable condition. This includes returning dirty dishes, glasses, or cups to the kitchen area for cleaning. We do reserve the right to send Coco staff into private spaces to check for dirty dishes and if necessary, charge cleaning service fees.
13. Damages: Your space includes furniture, chairs, network equipment and other finishes. Any damages could result in you being charged for repair work and/or replacement. The spaces are provided as-is. No modifications are allowed. Members shall immediately notify a Coco staff member of any problems with or damage to the Group Space including, but not limited to fixtures, windows, heat, and water leaks.
14. Right of Access: All spaces are subject to Coco staff or building management access at any time. We don't have any need to come in and look through your music collection, but we do reserve the right to access the space for maintenance or inspection purposes.

You acknowledge that your Group Space is part of Coco and subject to all other membership rules.

15. Memberships cannot be transferred without express written confirmation from Coco.
16. Meeting room usage. Meeting rooms are areas designated for meeting purposes only. Each room must be booked in advance using Coco's Member Site and are available in accordance with your membership access. It is the meeting leaders responsibility to leave the room in good working condition, with whiteboards cleaned, and garbage disposed of properly, and track meeting room credits monthly.
17. Holidays: Coco is closed on most standard US holidays. The holiday closing will be posted at each location so please refer to that for confirmation for that years observances. Coco reserves the right to close all locations surrounding holiday dates in order to allow for staff and members to enjoy more time with family.
 1. CLOSED: Easter, Memorial Day, Independence Day, Juneteeth, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day
 2. Coco retains the right to make changes anytime to this holiday schedule, and solely at its discretion.
 3. 24/7 level membership the space will be accessible by you, but will be unstaffed.

SECTION 6: ADDITIONAL SERVICES

Below are additional services that can be added to your membership. Services can be upgraded at any time, and are subject to availability. Pricing and packages are subject to change. Please email Membership@workatcoco.com if you are interested in adding any of these to your membership.

1. Basic Mail Service: You receive a physical address, and all mail will be received and placed in your dedicated mailbox. Packages can be signed for, and you will receive email notification weekly when you have mail in your mailbox. This service requires that you maintain an active membership at a minimum of a fulltime coworking level. Basic mail service does not include permission to list your business with our address on Google. That service requires approval from Coco and may be subject to additional fees.
2. Virtual Mail + Office: You receive a physical address, and all mail will be received and uploaded to an online portal. Packages can be signed for, and you will receive email notification when a package is received on your behalf and can choose additional services including scanning, shredding and/or forwarding.

3. Storage Lockers: Subject to availability. A locker is for storage of your office supplies, computers, clothes, etc. You will receive a private key for your use only.
4. Parking: Directly through Coco, you can set up parking contracts with the following locations. This add-on requires a separate agreement to be executed between you and the parking facility. Any disputes with the agreement is between you and the parking facility.
 1. Minneapolis Downtown: monthly 24/7 parking is available at the Gateway Ramp.
 2. Minneapolis Northeast monthly 24/7 parking is available on a flat lot.

SECTION 7: THE LEGALESE

Coco Employees: Coco invests in the retention and development of its employees to help Coco provide the best experience to its members. To protect that investment made by Coco, as a Coco member, you agree that during your membership and for one year after you end that membership, you will not, directly or indirectly, solicit, recruit, contract with or otherwise hire any Coco employees/team members or take any other action to encourage a Coco employee/team member to leave the employ of Coco. If any Coco employee/team member leaves Coco to perform services for you, you agree that you will pay to Coco, as liquidated damages, an amount equal to six (6) months of that Coco's employee's compensation, in addition to any other remedies that Coco may be entitled to seek against you. As with anything, we strongly encourage you to talk to us if you have questions about this and/or to see if any exceptions can be made to this rule.

Beware, Coco's legal advisors have required the following be CAPITALIZED, which means you're really supposed to pay attention: Three short, but important points: Coco PROVIDES SERVICES "AS IS" AS A SERVICE AND NOT AS A LEASE OF REAL PROPERTY, AND DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE. THE ENTIRE RISK OF PARTICIPATING IN OR USING Coco SERVICES REMAINS WITH YOU.

IN NO EVENT SHALL COCO OR ITS AGENTS, OWNERS, MEMBERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE) NEGLIGENCE,

AND ANY OTHER LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO Coco SERVICES OR OTHERWISE.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE LIABILITY OF COCO OR ITS AGENTS, OWNERS, MEMBERS, OR EMPLOYEES, AND YOUR EXCLUSIVE REMEDY FOR ALL THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU NOT TO EXCEED \$10.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Besides, the three CAPITALIZED sections above, you also release, and agree to indemnify, defend and hold harmless Coco, its agents, owners, members and employees, from and against all claims, liabilities, losses, damages, expenses, judgments, fines and penalties based on or arising out of your negligent actions, errors and omissions, willful misconduct and fraud, breach or violation of the Coco Code or otherwise suffered in connection with your participation in the Coco community.

You cannot assign this Agreement without the prior written consent of Coco. We all agree that the Federal law, law of the State of Minnesota governs this Agreement, without regard to its conflict of law principles. And we all agree that exclusive jurisdiction and venue for all purposes under this Agreement shall be in Minneapolis Minnesota and everybody consents to such jurisdiction and venue. Coco may disclose any identifying information about you and your participation in the Coco community if requested by authorities in any investigation. Finally, in case someone got overzealous and it turns out that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect to the fullest extent permitted by law.

I acknowledge that I have read and understood the terms of this Agreement and the Coco CODE. I agree to be bound by this Agreement and the Coco CODE regarding my participation in the Coco community and use of the Coco services.