



HERA HUB MEMBERSHIP AGREEMENT

9710 Scranton Road, # 160, San Diego, CA 92121

Date: _____

Member: _____

Company: _____

Effective Date: _____

Hera Hub is a unique, serene, café-like work, meeting, and event space for like-minded, enterprising women. Hera Hub and gives women access to the tools they need to build successful businesses. Hera Hub offers hourly, daily, and monthly rates for focused workspace, a community gathering area for ad-hoc collaboration, private meeting and conference rooms for client presentations, and event space for evening and weekend workshops and networking groups. While Hera Hub is designed for women, we welcome men into the space for meetings and events.

Hera Hub is a work in progress and to that end this agreement and its contents may change as we continue to evolve and grow. We are committed to bringing you the utmost in professionalism and committed to your ongoing success in this environment.

TERMS OF USE

Building Master Lease:

Member understands that Hera Hub is a tenant pursuant to the Master Lease with respect to the premises herein leased. A copy of the building rules and regulations are contained in the appendix. Member understands the occupancy of the premises is subject to, in addition to this agreement, the provisions of the master lease. Member will comply with all rules, regulations and requirements of the building in which the premises are located and with reasonable rules and regulations established by Hera Hub and related to the premises and members use thereof. Hera Hub will have no responsibility to Member for violation of any agreement provision or rules and regulations by any other Member of Hera Hub. Termination of the Master Lease will terminate this membership and all Hera Hub obligations hereunder.

Assignment and Subletting:

This Membership and the privileges it provides cannot be assigned without the prior written consent of Hera Hub. Member may not permit use of the premises by any person other than the employees or independent contractors hired by Member without prior written consent of Hera Hub, which consent shall not be unreasonably withheld.

Use of Services and Hera Hub Rules:

Member shall use the premises for general office purpose and for no other purpose without the prior written consent of Hera Hub. Member agrees that it is the intent of Hera Hub to provide a collaborative space for accomplished, like-minded entrepreneurial women. To that degree, following are guidelines for working within Hera Hub. Should conflicts arise, we will provide an opportunity for Members to improve, however, Hera Hub reserves the right to terminate any Membership.

Initial: _____

**Premises:**

Member shall use and maintain the Premises in a clean, careful, and safe manner and to comply with all applicable laws, ordinances, orders, rules, and regulations of all governmental bodies (state, federal and municipal). Member will not deface or injure the Premises or any part thereof or overload the floors of the Premises.

Hera Hub Rules: Member must...

- Be respectful of others and treat others as Tenant would want to be treated.
- Avoid wasting resources & recycle whenever possible.
- Clean up after self and guests – especially in kitchen area.
- Take phone calls and conversations to a meeting room, private office, or other designated area.

Member will not engage in:

- Contests, pyramid schemes, chain letters, junk email, spamming or similar annoying behavior;
- 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, unlawful information;
- Uploading, reproducing, using, performing or otherwise making available images, software or other material or information which infringes on another's rights or is protected by intellectual property laws where Tenant doesn't own or license such rights;
- Uploading or using files that contain viruses, corrupted files or any similar software or programs that may damage Landlord or another Tenants' computers or property;
- Restricting or inhibiting another Tenant or guest from using and enjoying services;
- Harvesting or otherwise collecting information about others, including email addresses, without the authorization or consent of the disclosing party;
- Violating any applicable laws or regulations or creating a false identity for the purpose of misleading others.

Confidentiality:

Through your Membership, you may be exposed to confidential information (such as business information, trade secrets, technology, customers and prospects), either by Hera Hub or other Hera Hub Members that is confidential or proprietary in nature. You agree to keep confidential and not disclose or use confidential information. You agree that it remains the exclusive property of who disclosed and you do not acquire any rights to such confidential information.

Participation in Services:

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that Hera Hub does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

Disclaimer of Warranties:

To the maximum extent permitted by applicable law, Hera Hub provides the services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk, as to the quality arising out of participation in or the use of the services, remains with you.

Exclusion of Incidental, Consequential and Certain Other Damages:

To the maximum extent permitted by applicable law, in no event shall Hera Hub or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of 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 pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Hera Hub, and even if Hera Hub has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

Limitation of Liability and Remedies:

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Hera Hub or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this Terms of Use and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Termination:

Hera Hub reserves the right to terminate any Service at any time. Hera Hub further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the terms of use.

Indemnification:

You release, and hereby agree to indemnify, defend and save harmless Hera Hub and Hera Hub's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by Hera Hub or its respective officers and agents in connection with the defense of such claim or lawsuit.

Severability:

In the event 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 terms of use shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Insurance:

Hera Hub will carry Liability and Business Personal Property insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of Hera Hub.

Use of Address – Only on Half or Full-time plans or as an add on service of \$30 per month

Subject to Member/Hera Hub Mail Agreement, Member is hereby authorized to use the address of Hera Hub as Member's business address. In the event that this membership terminates or any or all charges are not kept current, Hera Hub may terminate member's right to use the address. Hera Hub agrees that for a period of 30 days after notification to member or termination of this agreement Hera Hub will, at no charge to tenant, either (a) hold member's mail at the premises or (b) return all mail to sender. Hera Hub further agrees to hold all such mail beyond the 30 day period for such period as member elects, provided that members pays to HERA HUB a service fee of \$75 per month. Hera Hub permits member's use of address in advertising.



I hereby acknowledge that I have read and understood all of the terms and conditions contained in this Membership Agreement, and further agree to be bound to the Terms of Use regarding my participation in and use of the Services.

DATE: _____

ACKNOWLEDGED BY:

Attachments:

- Credit Card Authorization
- Membership Questionnaire
- Building Rules and Regulations
- Mail Agreement (if applicable)



PAYMENT OF MEMBERSHIP FEES:

Member agrees to provide Hera Hub with authorization to charge monthly fees via credit/debit card processing. Charges will be processed on the _____ of each month. In the event the credit/debit card is declined, for any reason, Member agrees to provide alternative payment immediately on notice.

All membership packages are month to month and are due in advance. Failure to pay fees as stated in agreement will result in immediate termination of the agreement and eviction and/or membership cancellation as necessary.

Hera Hub does not require a security deposit, with the exception of the Full Time/Private Office and a Key Deposit, where applicable.

Hera Hub requires a 30 day written notice of cancellation to terminate monthly memberships.

Credit Card Authorization

This information is confidential. This form will only be kept by Hera Hub Accounting Department. Updates and questions should be directed to Info@HeraHub.com.

MEMBER NAME: _____

PHONE # _____

NAME AS APPEARS ON CREDIT CARD: _____

CARD TYPE (Choose one): Visa MasterCard

CREDIT CARD NUMBER: _____

EXPIRATION DATE: (month /year) ____/____

THREE DIGIT CV CODE: _____

MONTHLY RECURRING CHARGES: \$ _____

I authorize Hera Hub to charge this credit/debit card on the _____ of each month.

AUTHORIZED
SIGNATURE: _____

DATE: _____



Membership Questionnaire

PLEASE PROVIDE THE FOLLOWING INFORMATION (CONFIDENTIAL):

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

MOBILE PHONE: _____

EMAIL: _____

WEBSITE: _____

COMPANY: _____

SOCIAL MEDIA: _____

MEMBERSHIPS & AFFILIATIONS: _____

PLEASE TELL US WHAT PRODUCTS AND SERVICES YOUR COMPANY OFFERS OR IS PLANNING TO OFFER:

PLEASE TELL US WHAT TYPES OF BUSINESSES WOULD BE GOOD REFERRAL PARTNERS FOR YOU:

PLEASE CIRCLE THE TYPES OF SERVICES YOU MIGHT NEED:

- | | | |
|---------------------------|--------------------|----------------------|
| Accountant / CPA | Admin Support | Attorney |
| Bookkeeper | Branding | Business Development |
| Business Plan Development | Concierge services | Copywriter |
| Financial planning | Graphic Designer | Human Resources |
| Information Technology | Insurance broker | Marketing |
| Mentoring and Advice | Payroll | Product Development |
| Temporary Staffing | Videographer | Web development |

HOW DID YOU HEAR ABOUT HERA HUB?

IS THERE ANYTHING ELSE THAT WE SHOULD KNOW ABOUT SERVING YOUR NEEDS?

Initial: _____



HERA HUB
WORKSPACE FOR WOMEN

BUILDING RULES AND REGULATIONS

Except as provided in the Lease, no sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside of the Building or the inside of the Building such that it would be visible from outside of the Building, without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person reasonable approved by Landlord, using materials of Landlord's choice and in a style and format approved by Landlord.

Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators or stairways of the Building. The halls, passages, exits, entrances, elevators and stairways are not for the general public. Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence, in the reasonable judgment of Landlord, would be prejudicial to the safety, character, reputation and interest of the Building and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No Tenant and no employee or invitee of any Tenant shall go up on the roof of the building.

All cleaning and Janitorial services for the Building and the Premises shall be provided exclusively through Landlord, and except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be employed by Tenant or permitted to enter the Building for the purposes of cleaning the same. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and the cleanliness of the Premises. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any Tenant's property by the janitor or any other employee or any other person.

Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designated to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects, if such objects are considered necessary by Tenant, as determined by Landlord, shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibrations that may be transmitted to the structure of the Building to any space within to such a degree as to be objectionable to Landlord or to any Tenants in the Building, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be reasonable acceptable to Landlord. Landlord will not be responsible for loss of or damage to, any such equipment or other property from any cause other than Landlord's gross negligence or willful misconduct, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

Tenant shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant shall not use or permit to be used in the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, nor shall Tenant bring into or keep in or about the Premises any birds or animals. Tenant shall not use any method of heating or air-conditioning other than that supplied by Landlord.

Tenant shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air-conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice, and shall refrain from attempting to adjust controls other than room thermostats installed for Tenant's use. Tenant shall keep corridor doors closed.

Landlord reserves the right to exclude from the Building between the hours of 6:00 p.m. to 7:00 a.m. the following day, or such other hours as may be reasonably established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the Building and has a pass or is properly identified. Tenant shall be responsible for all persons for whom it requests passes and

Initial: _____



shall be liable to Landlord for all acts of such person. Landlord shall not be liable for damages for any error with regard to the admission of any party to the Building Lot, or exclusion from the Building Lot of any person who does not have a pass, or is not identified to the sole satisfaction of Landlord or its agents, or is not accompanied by a representative or employee of Tenant. Notwithstanding the above, Landlord reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate actions.

Tenant shall close and lock all perimeter doors of its Premises and entirely shut off all water faucets or other water apparatus, and electricity, gas, ventilation, or similar systems under Tenant's control which should routinely be shut off when Tenant is not physically on Premises, and before Tenant and its employees leave the Premises. Tenant shall be responsible for all damage to their suite and/or other suites that may be caused by water damage from refrigerator, dishwasher, fish tanks, personal toilet rooms, sinks, similar items to the above listed, and fire damage. Tenant shall be responsible for any damages or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.

The toilet rooms, toilets, urinals, wash bowls, dishwashers, toilets, sinks, insta-hots, garbage disposals and other apparatus that the Tenant adds or inherits shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown herein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it. Tenant shall be solely responsible for the repair or replacement of the above noted items.

Tenant shall not sell, or permit the sale at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant shall not make any room-to-room solicitation of business from other Tenants in the Building. Tenant shall not use the Premises for any business or activity other than that specifically provided for in Tenant's lease.

Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part hereof, except to install normal wall hangings. Landlord reserves the right to reasonable direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall remove all cabling (phone & computer) at the end of the lease term at their sole cost. Tenant shall repair any damage resulting from noncompliance with this rule.

Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Building are prohibited, and each Tenant shall cooperate to prevent same.

Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's reasonable judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with reasonable directions issued from time to time by Landlord. Tenant shall comply with all Building Recycling Programs (paper, electronic waste, and Hazardous waste) programs and pay for their costs as invoiced.

The Premises shall not be used for the storage of merchandise held for sale to the general public, or for lodging or manufacturing of any kind, nor shall the Premises be used for an improper, immoral or objectionable purpose. No cooking shall be done or permitted by any Tenant on the Premises, except that use by Tenant of Underwriters' Laboratory-approved equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted,



and the use of a microwave shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

Tenant shall not use any space or in the public halls of the Building any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building.

Tenant shall comply with all safety, fire protection and evacuation procedures and regulations reasonable established by Landlord or any governmental agency.

Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

The requirements of Tenant will be attended to only upon appropriate application to the office of the Building by any authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the Landlord, and not employee of Landlord will admit any person Tenant or otherwise to any office without specific instructions from Landlord.

Tenant shall not park its vehicles in any parking areas designated by Landlord as areas for parking by visitors to the Building. Tenant shall not leave vehicles in the Building parking areas other than automobiles, motorcycles, motor-driven or non-motor driven bicycles or four wheeled trucks. Landlord may, in its sole discretion, designate separate areas for bicycles and motorcycles. Tenant shall not park its vehicles overnight unless Tenant receives written approval from Landlord and/or Management Office.

Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other Tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other Tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the Tenants of the Building. Any material waiver which is routinely and repeatedly granted, or is intended to last longer than a reasonable interim period shall be considered a change in the Rules and Regulations.

These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Building.

Landlord reserves the right to make such other and reasonable Rules and Regulations as, in its reasonable judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional rules and regulations which are adopted.

Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

Landlord has the right to enact and enforce any and all smoking ordinances determined by Landlord to be desirable for the operation of the Building.

Tenant, its employees, invitees, agents and representatives shall not loiter, congregate, cause any nuisance to any other tenant in the Building, or Tenants of the public, in the common areas of the Building (or Project). Landlord reserves the right to designate a particular portion of the common area as the sole area of the Project in which Tenant or its employees, invitees, agents and representatives make take any specified working breaks.

Tenant, its employees, invitees, agents, and representatives shall not cause or hire any mobile vehicle washing service to perform vehicle washes within any portion of the premises or Common Area of the Office Building Project, unless authorized by Landlord. Tenant and visitors of the Tenant shall not have automobiles or other transportation repaired on-site. This includes, but is not limited to window replacement, window filming, oil changes, and other repairs other than emergency jump-starts or flat tire replacement.