

Membership Agreement

Between Between CCC van Eeden Trust t/a



CoWorxs ("Lessor")

and

("Member / Lessee")

effective as of the following date: _____

Lessor hereby agrees to lease to Member / Lessee, under the terms of this Membership Lease Agreement, the spaces described herein, under the terms and conditions below.

LEASED Membership Space:

- ☐ Single Occasional Workspace
- ☐ Single Dedicated Workspace
- ☐ Dedicated Desk
- ☐ Dedicated Cubicle
- ☐ Dedicated Office

commonly known as CoWorxs _____ at the following address: CCC van Eeden Trust Commercial Development, corner of Ian & Scott Street Flimieda, Klerksdorp, North West Province, South Africa.

Initials of all parties including witnesses:

Property use: Professional Offices**Lease TERM:**

This lease will commence on _____ and end on _____

Base Membership: R _____ per month. (Excluding VAT.)

* Additional Rent: R _____ per month. (see Appendix B)

Security Deposit: R _____ (refundable at lease termination)

Business or Individual's name: _____

Authorised Representative (In case of a Business): _____

Business or Individual's Address:

PHONE: _____ EMAIL: _____

Emergency Contact for person occupying workspace:

Name: _____ Tel: _____

Medical conditions of person occupying workspace in case of emergency:

The following documents need to be provided with signed agreement:

- **Personal use:** I.D Document and proof of residence – Passport in case of non-RSA citizen
- **Company / CC / Trust:** Resolution authorising representative to sign this agreement in addition to the above.

Backup Power – it is noted that at the time of signing this agreement, backup power is available in the case of load shedding provided by a 14.8 Kw Solar Power installation. This does not however guarantee a continuous or uninterrupted power supply.

Base Rent. Before commencing the business day, business session or on or before the first day of each month of the lease term, Lessee will pay to Lessor the Base Rent for such period / month plus security deposit and additional rent if applicable.

Initials of all parties including witnesses:

STANDARD TERMS AND CONDITIONS

Base rent Standard inclusions: (refer to page one as to which space is applicable)

a. Casual Single Work Space (hourly or daily use only)

- Single non-allocated seat and workspace on a communal desk.
- Access to Wi-Fi for one person.
- Access to 220v electrical socket.
- No specific seat allocation is done and lessee may occupy any available single workspace except dedicated single work space, desks or offices.
- Rent expressly does not allow for more than one person per lessee to occupy the workspace or make use of other CoWorxs facilities. Fees for additional persons (guests) will be levied based on the time requirements. (hourly, morning or full day session).
- Single workspaces are to be kept neat and tidy at all times as not to cause inconvenience or distraction to other CoWorxs members.
- Only warm and cold beverages are allowed at single workspaces. All meals are to be acquired at Bruder Coffee shop and taken in the allocated Coffee Shop areas or dedicated CoWorxs member lounge area (under deck).
- Access to lounge areas for member only.
- Access to Boardroom facilities – dependant on membership level. (see website).
- Access to leased space is restricted to 07:00 – 17:00 weekdays.

Note: Single workspaces are not aimed at members who wish to host guests. If such is the case, it is recommended to upgrade membership to a dedicated desk, cubicle or office.

b. Dedicated Single Work Space (reserved work space for extended periods)

- Dedicated Single seat and workspace on a communal desk .
- Access to Wi-Fi for one person.
- Access to 220v electrical socket.
- Specific space is provided (providing that it is available at time of signing this agreement) as preferred by lessee (except dedicated desks or dedicated offices).
- Rent expressly does not allow for more than one person per lessee to occupy the workspace or make use of other CoWorxs facilities. Fees for additional persons (guests) will be levied based on the time requirements. (hourly, morning or full day session).
- Single workspaces are to be kept neat and tidy at all times as not to cause inconvenience or distraction to other CoWorxs members. Workspaces are to be cleared at the end of each working day and no permanent equipment / stationery may be stored on or beneath work surfaces overnight.
- If storage for basic items is required, such storage units will be provided at an additional monthly cost. (Appendix B).
- Only warm and cold beverages are allowed at single workspaces. All meals are to be acquired at Bruder Coffee shop and taken in the allocated Coffee Shop or dedicated CoWorxs member lounge area (under deck).
- Access to lounge areas for member only.
- Access to Boardroom facilities – dependant on membership level. (see website).
- Access to leased space is restricted to 07:00 – 17:00 weekdays.

Note: Single workspaces are not aimed at members who wish to host guests. If such is the requirement, it is recommended to upgrade membership to a dedicated desk or office.

c. Dedicated Desk:

- Single seat and workspace on a Dedicated desk.
- Access to Wi-Fi for one person.
- Access to 220v electrical socket.
- Specific desk is provided (providing that it is available at time of signing this agreement).
- Rent expressly does not allow for more than one person per lessee to occupy the work space or make use of other CoWorxs facilities. Fees for additional persons will be levied based on the time requirements. (hourly, morning or full day session)
- Visitors are to report to reception prior to joining member at his/her desk.
- Dedicated Cubicles are to be kept neat and tidy at all times as not to inconvenience or distract other CoWorxs members.
- Access to lounge areas.
- Access to Boardroom facilities – dependant on membership level. (see website).
- Access to leased space is restricted to 07:00 – 17:00 weekdays.
- No monthly agreements will be made for the full month of December or January, and access to offices will be subject to seasonal closure of the CCC van Eeden Complex from mid-December to early January. Exact dates will be published on the website www.coworxs.co.za or furnished upon request. Rates for this period will be calculated on a pro-rata basis.

d. Dedicated Cubicle:

- Single seat and desk in a dedicated Cubicle.
- Rent expressly does not allow for more than one person per lessee to occupy the work space or make use of other CoWorxs facilities. Fees for additional persons will be levied based on the time requirements. (hourly, morning or full day session).
- Visitors are to report to reception prior to joining member at his/her desk.
- Dedicated Cubicles are to be kept neat and tidy at all times as not to inconvenience or distract other CoWorxs members.
- Access to Wi-Fi for one person.
- Access to 220v electrical socket.
- Access to lounge areas.
- Access to Boardroom facilities – dependant on membership level. (see website)
- Access to discounted printing and binding facilities at Arnold & Wessels. For primary business only – not for reselling.
- Access to leased space is restricted to 07:00 – 17:00 weekdays.
- No monthly agreements will be made for the full month of December or January, and access to offices will be subject to seasonal closure of the CCC van Eeden Complex from mid-December to early January. Exact dates will be published on the website www.coworxs.co.za or furnished upon request. Rates for this period will be calculated on a pro-rata basis.

e. Dedicated Office

- One dedicated office.
 - 9m2 CoWorxs office for one person only or
 - 12m2 CoWorxs office for one person only or
 - 24m2 CoWorxs dual office for maximum of three persons only.

- Rent expressly does not allow for more than one person per lessee to occupy the office or make use of other CoWorxs facilities unless specifically applied for and granted by CoWorxs. Fees for additional members will be calculated and added to Base rent if required based on usage requirements for any additional such persons. (see point 5).
- One desk, one luxury boardroom-type chair, one occasional chair.
- Built in Cupboard for filing / storage.
- One x 220V electric socket.
- **One** connection to the Wi-Fi network. Fair usage policy applies with regard to data usage. Additional connections may be purchased as and when required (applicable to additional members, customers or visitors).
- Access to lounge areas.
- Access to Boardroom facilities – dependant on membership level. (see website)
- Access to discounted printing and binding facilities at Arnold & Wessels. For primary business only – not for reselling.
- Access to leased office is restricted to 07:00 – 17:00 weekdays.
- No monthly agreements will be made for the full month of December or January, and access to offices will be subject to seasonal closure of the CCC van Eeden Complex from mid-December to early January. Exact dates will be published on the website www.coworxs.co.za or furnished upon request. Rates for this period will be calculated on a pro-rata basis.

1. **Condition of Property.** The Leased Property is leased “as is.” Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty regarding the condition of the Leased Property. By taking possession, Lessee agrees that the Leased Property is in good order and satisfactory condition. The square meters set forth in this Commercial Lease Agreement is approximate and agreed to by the Parties.

2. **Legal Compliance.** Lessee, at its sole expense, agrees to comply with all provincial, state and local laws, codes, ordinances, statutes, rules, regulations and other legal requirements (including covenants and restrictions) applicable to the Leased Property.

3. **“Common Areas” Defined.** “Common areas” referred to in this Commercial Lease Agreement means lobbies, windows, stairways, air shafts, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways, that have common use with other tenants of the property. Lessor has exclusive control and management of the Common Areas and may, in Lessor’s sole discretion, from time to time, (a) make changes to these Common Areas; (b) temporarily close any of the Common Areas for maintenance purposes so long as reasonable access to the Leased Property remains available; (c) or make other changes to the Common Areas as Lessor may, in the exercise of sound business judgment, deem appropriate.

4. **Base Rent.** On or before the first day of each month of the lease term, Lessee will pay to Lessor the Base Rent for such month. Monthly rent for the initial partial month of the lease term will be prorated. All sums and other charges payable by Lessee to Lessor in this Commercial Lease Agreement will be deemed rent. Base Rent and all other amounts required to be paid by Lessee will be paid without deduction or offset and without prior notice or demand. All such amounts shall be paid to Lessor at the address designated above and will be treated as paid upon receipt by Lessor. Any EFT transfers made from banks other than ABSA are to allow for possible delay in such payments clearing and reflecting on the Lessor’s bank statement.

Only monies reflecting on the Lessor's bank statement will be considered proof of payment and no printed, mailed or faxed copies will be considered as such.

Bank particulars available on the signatories page of this agreement

5. **Additional Costs.** In addition to Base Rent, Lessee will also pay on or before the first day of each month of the lease term, any additional amounts for additional persons, items /services not covered in the base contract. These include but are not limited to Wi-Fi connectivity for additional persons, additional furniture / storage units / chairs etc not covered in the base cost. Specify any additional items required on the last page of this agreement.

6. **Late Charges.** If any sums payable by Lessee to Lessor is not received by Lessor on the date due (reflecting on the Lessor's bank statement), Lessee shall be liable to pay a late charge equal to 10% of the monthly contract fee. Failure to pay base cost and late charge within 5 working days of due date will result in forfeiture of security deposit and cancellation of this contract without any further correspondence.

7. **Security Deposit.** Upon Lessee's execution of this Lease, Lessee will deposit with Lessor the Security Deposit identified above as security for Lessee's full performance of every term under this Commercial Lease Agreement. Lessor will not be required to keep the Security Deposit separate from its general funds. The Security Deposit is not an advance rent payment or a measure of damages under this Lease. If Lessee fails to pay any rent due herein, or otherwise is in default of any provision of this Commercial Lease Agreement, Lessor may, without waiver of other's rights or remedies, use, apply or retain all or any portion of the Security Deposit for the payment of any amount due Lessor or to compensate Lessor for any loss or damage suffered by Lessee's default. Within 5 days after written notification (email, sms or Whatsapp) by Lessor, Lessee will restore the Security Deposit to the full amount required under this Commercial Lease Agreement. Lessor will return any unapplied portion of the Security Deposit to Lessee within 30 days after termination of this Commercial Lease Agreement. Lessee hereby waives the provisions of any specific statutes identified herein or any similar laws enacted hereafter:

8. **Move-in payments.** Base Rent and Additional Rent (defined below) for any first partial month and for the first full calendar month of the Term, together with the Security Deposit, are due and payable upon execution of this Lease. Those amounts stated on the first page of this Lease agreement.

9. **Use of Leased Property.**

- The Leased Property will be used and occupied only for the property use identified above.
- Lessee will not use or permit the use of the Leased Property in a manner that is unlawful or conflicts with or is prohibited by the terms and conditions of this Lease or any Rules and Regulations attached hereto or displayed on the CoWorxs web site at www.coworxs.co.za, that diminishes the appearance or aesthetic quality of any part of the Leased Property or Common Areas, creates waste or a nuisance, or causes damage to the Leased Property or Common Areas.
- Lessee shall not permit any objectionable or unpleasant odours, smoke, dust, gas, noise or vibrations to emanate from the Leased Property nor take or permit any other action in the Leased Property that would endanger, annoy, or interfere with the operations of, Lessor or any other Lessee of the Property.
- Any animals, excepting guide dogs, on or about the Property or any part thereof are expressly prohibited.

Initials of all parties including witnesses:

- No smoking is allowed anywhere within the CCC van Eeden Commercial Complex except in designated outside areas.
- Dress code to be consistent with accepted professional office standards and may not detract from the professional decorum of the Complex.
- The use of any electric or electronic devices other than those catered for in a professional office is expressly forbidden unless written approval is obtained from CoWorxs management. This includes items like additional lighting, refrigerators, kettles, sound systems, humidifiers, etc.
- No furniture other than that supplied by CoWorxs may be utilised unless written permission is granted by CoWorxs.
- **No personal coffee machines or refrigerators are allowed.**
- Lessee will refrain from any political activity while within the CCC van Eeden Commercial Complex.
- Religious intolerance, Racism, Sexism, Profanity or any abusive language towards any patron within the CCC van Eeden Commercial Complex will not be tolerated. Any such action / language will result in immediate termination of this contract notice of which will be conveyed via a written notice.
- Casual or dedicated workstations are not to be used for the purpose of eating and drinking except for Coffee and light snacks obtained from Bruder Coffee Shop and then only in such a manner as not to hinder, infringe on or in any way inconveniences co patrons or infringe on their rights. Patrons are to clear said areas of any food or drink remains and debris.
- Members with dedicated desks or dedicated offices may use their paid for spaces for eating and drinking but are responsible to clear such areas themselves.
- **Guests**
 - Members are permitted to conduct meetings with work-related guests in the conference room providing that such conference room was booked and paid for according the applicable rates which depends on membership level (see website for information) or
 - for members with a dedicated office, within such office.
 - for members with a dedicated desk, at such desk.
 - Members and/or Guests may not utilise any other workspace other than that specifically specified in the Lease Agreement.
 - Members with a single space allocated membership (casual or dedicated workstation) shall not be permitted to use adjacent workspaces for the purpose of entertaining guests. If such spaces are available, said guests will be required to obtain temporary membership. If guests do not wish to obtain temporary membership, public, non-member areas are to be used for Member / Guest interaction.
 - Guests will be accompanied by members at all times.
- **Member Identification** – for the purpose of membership verification during high usage periods (or at any other time), members are required to have their printed, current WiFi password available to serve as proof of membership.
- **Disclaimer:** The CCC van Eeden Trust, Arnold & Wessels, CoWorxs and Plato Coffee or any of its employees will under no circumstance take responsibility or accept liability for any direct, indirect, incidental or consequential damage, loss or injury arising from the use of these premises or services rendered on these premises.

10. **Hazardous Materials.** “Hazardous Materials” means any substance commonly referred to, or defined in any Law, as a hazardous material or hazardous substance (or other similar term), including but not be

Initials of all parties including witnesses:

limited to, chemicals, solvents, petroleum products, flammable materials, explosives, asbestos, urea formaldehyde, PCB's, chlorofluorocarbons, freon or radioactive materials. Lessee will not cause or permit any Hazardous Materials to be brought upon, kept, stored, discharged, released or used in or around the Leased Property without prior written consent of Lessor. Excluded from this provision are small amounts of Hazardous Materials (such as cleaning products and copy toner) which are readily available to Lessee by unregulated retail purchase if the same are necessary in Lessee's normal business operations.

11. **Parking.** Lessee and its employees, agents, and guests will comply with the terms and conditions of this Lease and applicable Rules and Regulations. Lessee will have a non-exclusive privilege on a "first-come, first-served" basis to reasonable use of the building's parking spaces designated by Lessor for public parking. The parking privileges granted to Lessee are personal to Lessee; Lessee shall not assign or sublet parking privileges.

12. **Utilities and Services.** Lessee is not liable for any utility bills. Lessee is not granted access to cloakroom or kitchen facilities of Arnold & Wessels which will be marked as such. Lessee may not prepare any brew or food within the leased office or any of the common public spaces.

13. **Lessee Improvements.** No Lessee improvements will be allowed

14. **WI-FI:** Wi-Fi is provided via a 200 megabit fibre line and is accessed using the voucher provided. CoWorxs will provide reasonable assistance in connecting to the WiFi network but cannot and will not provide technical backup for software or hardware problems on member's device. ***CoWorxs accepts no responsibility for quality, speed or reliability of the Wi-Fi connection when members make use of a VPN.***

15. **Repairs.** Lessee will, at all times and at its sole cost and expense, keep all parts of the Leased Property in good order, condition and repair. If Lessee does not perform required maintenance or repairs, Lessor shall have the right, without waiver of right or remedy, to perform such obligations of Lessee on Lessee's behalf, and Lessee will reimburse Lessor for any costs incurred, along with an administrative fee in an amount equal to 10% of the cost of the repairs, within three (3) business days of demand.

16. **Insurance.** Lessee's property stored in leased office or storage cabinets is not covered by the CCC van Eeden Commercial Complex's insurance. CCTV coverage and 24-hour armed response and alarm system does however include all areas of CCC van Eeden Commercial Complex. Public liability for CCC van Eeden Commercial Complex is not applicable to patrons or employees of the Lessee and such insurance is for Lessee to obtain if required.

17. **Lessor's Access.** Lessor, its agents, contractors, and employees, have the right to enter the Leased Office at any time in the case of an emergency, and otherwise at reasonable times and with reasonable advance notice to Lessee to examine the Leased office, perform work in the Leased office, show the Leased office, exercise any right or remedy, or for any other purpose.

18. **Assignment and Subletting.** Lessee will not be permitted to assign, sell, convey, or sublet the Lease Property to any other party. Lessor will be permitted to assign this Commercial Lease Agreement to another person or entity with 30 days advance written notice to Lessee, provided such assignment will not materially affect Lessor's rights and obligations under this Commercial Lease Agreement.

19. **Damage or Destruction.** If the Leased office is materially damaged or destroyed by fire or other casualty, either party will have the right to terminate this lease following the casualty if Lessor determines

Initials of all parties including witnesses:

that the Leased Property or the building cannot be fully repaired within 30 days from the date restoration commences.

20. **Default.** Time is of the essence in the performance of all terms of this Commercial Lease Agreement. Lessee's failure to comply with or perform any of the terms or conditions or Rules and Regulations under this lease will be considered a default and grounds for early termination of the lease. This includes, but is not limited to, failure to timely pay Base Rent, Additional Rent, or any other monetary payments due to Lessor. This Commercial Lease Agreement will also be considered in default if Lessor discovers that any representation made by Lessee was materially false.

21. **Termination.** Lessee agrees not to use the leased area for any purpose that is unlawful, prohibited or that could damage, disable or impair the property of the Lessor or any other members, lessees, or that could damage the reputation or business of the CCC van Eeden Complex, Arnold & Wessels, CoWorxs or co-lessees.

Lessee / member agrees not to use the leased space for:

- Lottery contests, pyramid schemes, chain letters, junk email, spamming or similar behaviour.
- 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 the lessee does not own licence such rights and;
- Uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage the data infrastructure of the Lessor or other members

The CoWorxs community is based on mutual trust respect and the pursuit of honourable business practices. The membership of any member involved in unethical, unlawful unsavoury or any action (personally of professionally) that detracts from, or tarnishes the image and/or reputation of the CoWorxs Community, or causes an annoyance or distraction to other members or public will be revoked at the sole discretion of CoWorxs. Upon termination, member will be given written notification by either mail, sms, Whatsapp and will be required to vacate the building immediately.

Upon expiration or termination of this Lease, Lessee agrees to remove all of its personal property from the Leased Property and return the Leased Property, and all keys, access cards, or any other similar items, to Lessor in the same condition as received by Lessee. If Lessee abandons, vacates, or surrenders the Leased Property, or is evicted by process of law, or otherwise, any personal property belonging to Lessee left in or about the Leased Property will, at the option of Lessor, be deemed abandoned and may be disposed of by Lessor at the expense and risk of Lessee.

In the case of Lessee evacuating / terminating the lease space before the end of the contracted period, lessee will waive the proportionate amount paid in advance for the period not utilised. Security deposit payback remains subject to conditions noted in point 7.

22. **Force Majeure.** Lessor will not be deemed in breach of this Lease or have liability to Lessee, because of Lessor's failure to perform any of its obligations under this Lease if the failure is due in part or in full to

Initials of all parties including witnesses:

strikes, acts of God, shortages of labour or materials, war, terrorist acts, civil disturbances and other causes beyond Lessor's reasonable control. If this Lease specifies a time period for performance of an obligation by Lessor, that time period will be extended by the period of any delay in Lessor's performance caused by such Force Majeure events as described herein.

23. **Construction, jurisdiction, venue.** This Lease is governed by, and construed in accordance with, the laws of the City of Matlosana in which the Leased Property is located, and venue of any legal action will be in the city where the Leased Property is located. In the event of any legal action relating to the rights and/or obligations of the parties under this Commercial Lease Agreement, the prevailing party will be entitled to collect from the other reimbursement of reasonable attorney fees and costs incurred therein.

24. **Partial invalidity.** If any provision contained herein is determined to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the extent allowed, and the remainder of this Commercial Lease Agreement will remain in full force and effect.

25. **Additional Provisions.** Additional provisions may be added to this agreement as may be required due to changed circumstance.

26. **Entire Agreement.** This Commercial Lease Agreement represents the entire set of terms and conditions with respect to the subject lease between Lessor and Lessee and can only be modified in writing agreed to and signed by both parties.

Signatories:

LESSOR:

Witness 1:

Witness 2:

LESSEE:

Witness 1:

Witness 2:

DATED : _____

CoWorxs contact information:

Tel: 018 468 3807, admin@coworxs.co.za www.coworxs.co.za

CoWorxs Banking details:

FNB Cheque Account 6301 0747 848

Branch Code: 250655

Initials of all parties including witnesses:

APPENDIX A**RULES AND REGULATIONS**

Lessor reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and the Project and for the preservation of good order therein. Lessee agrees to abide by all such Rules and Regulations herein stated and any additional rules and regulations which are adopted. Visit www.coworxs.co.za for up to date Rules and regulations as changes will not be communicated to members individually.

APPENDIX B**ADDITIONAL ITEMS REQUIRED**

1. Service / Item: _____

Cost: _____

2. Service / Item: _____

Cost: _____

3. Service / Item: _____

Cost: _____

4. Service / Item: _____

Cost: _____

Total Addition Cost: _____

Accepted by Lessee's authorised representative:

Print name: _____

Signed: _____ Date: _____

Initials of all parties including witnesses:

Initials of all parties including witnesses: