



### **Handbook Acknowledgment Form**

By signing this form, I acknowledge that I have received and reviewed a copy of the Sierra Commons Member Handbook. I understand that it contains important information about Sierra Commons policies, that I am expected to read the Handbook and familiarize myself with its contents and that all the policies in the Handbook apply to me. I understand that nothing in the Handbook constitutes a contract or promise of continued membership and that Sierra Commons may change the policies in the Handbook at any time.

By signing this form, I acknowledge that my membership is at will. I understand that I have the right to end the membership relationship at any time and for any reason, with or without notice, with or without cause, and that Sierra Commons has the same right. I acknowledge that neither Sierra Commons nor I have entered into a membership agreement for a specified period of time, that only the Director may make any agreement contrary to the at-will policy, and that any such agreement must be in writing, signed by myself and the Director.

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MEMBER'S SIGNATURE

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DATE

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MEMBER'S NAME (PRINT)



## Member Contact Form

I have read the Membership Agreement and I agree to the conditions listed. I understand the office rules can change, and I agree to follow any future revisions of the rules. I agree not to hold Sierra Commons, its officers and directors financially liable for any injury that I incur on the premises.

I understand membership fees are subject to change with a minimum of 30-day notice. Any items left at Sierra Commons after cancellation or membership termination become Sierra Commons' property.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Brief business bio: \_\_\_\_\_

\_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Allergies, Medical Conditions, etc. we should be aware of? \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Member Agreement

This membership agreement, dated \_\_\_\_\_, (the 'Membership Agreement') is between you (\_\_\_\_\_) and Sierra Commons for your non-exclusive use of the shared office space located 792 A Searls Ave, Nevada City, California (the 'Workplace').

The Membership Agreement is made with your clear understanding that the Workplace is a collaborative, co-working environment shared with the members of Sierra Commons.

The Member Handbook outlines the complete terms of membership and is a comprehensive guide to the Rules and Regulations governing the workplace. By signing this form, you acknowledge that you have read the Member Handbook.

Sierra Commons itself is a business incubator providing a platform for entrepreneurs and small businesses to commercialize and market their products and services. Sierra Commons is a 501(c)(3) non-profit corporation.

Although your business is an independent one, you will be working in an open group environment with members' desk spaces adjoining each other.

Together with the terms of the Membership Agreement, you are also agreeing to abide by the Rules and Regulations governing use of the Workplace in the member handbook. The Rules and Regulations apply to all of Sierra Commons' members, including you. By initialing below, you are confirming that you have had the opportunity to ask any questions you might have about Sierra Commons, the Workplace, and the Rules and Regulations.

Member's initials: \_\_\_\_\_

With these things in mind, you and Sierra Commons agree that:

1. The Membership Agreement is subject to each of its terms and conditions and those of the Rules and Regulations contained in the member handbook. You agree, as a material part of the consideration for the Membership Agreement, to do each and all of the things required of you by both of these documents.
2. As a member, you will have the right to use the Workplace in common with all of the other members of Sierra Commons.
  - a. Sierra Commons may, at its election and in its sole discretion, designate a specific desk space to all or some of the Members. If it does so, the Members with designated desk spaces will then have the exclusive use of the space assigned to him/her until Sierra Commons notifies the Members otherwise.
3. The term of the Membership Agreement shall be monthly, beginning on \_\_\_\_\_, and continuing until it is terminated according to the following:
  - The Membership Agreement can be terminated by the member by giving written notice 10 days in advance of the end of the then-current month.

- The Membership Agreement can be terminated for the additional following reasons:
    - Failure to make any payment of your membership fee when due.
    - Violation of any of the Rules and Regulations as outlined in the member handbook or breach of any of the terms of the Membership Agreement.
4. You will pay a membership fee to Sierra Commons for your use of the Workplace in the amount as set forth in the Fee Schedule.

Please indicate membership level:

**Fees:**

- Daily: \$25/day
- Two Day \$195/mo
- Three Day \$235/mo
- Resident: \$315/mo designated desk
- Private Office: \$\_\_\_\_\_
- Modified Membership: \$\_\_\_\_\_
- Dog quarterly cleaning fee: \$50
- Late fee: \$25 paid 5 days after the day rent was due

Member Initials \_\_\_\_\_ Director Initials \_\_\_\_\_

5. You will only use the Workplace for your normal day-to-day business activities, subject to the provisions of the Rules and Regulations, and for no other purpose.
6. You will not allow or do anything that will invalidate or increase the existing rates any insurance policies Sierra Commons has, or may in the future have, covering the Workplace. You will not do or permit anything to be done in or about the Workplace that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that may subsequently be enacted. Sierra Commons insurance policy available for review upon request.
7. You shall indemnify and hold Sierra Commons harmless against and from any and all claims arising from your use of the Workplace or from any activity, work, or other thing done or permitted by you in or about it. This indemnification shall include, without limitation, all costs, attorney's fees, expenses and liabilities incurred in relation to any such claim, action or proceeding brought on it. If an action or proceeding is brought against Sierra Commons by reason of any such claim, you, on notice from Sierra Commons, shall defend the same at your expense by employing counsel reasonably satisfactory to Sierra Commons.
8. **Sierra Commons will not be liable for any injury, loss or damage to any property you have at the Workplace, or loss of business by you, whether by theft or by any other cause of any nature unless the loss is caused solely and exclusively by the gross negligence or willful conduct of Sierra Commons.** You will be responsible, at your sole expense, for obtaining and keeping in force during the term of the Membership Agreement an insurance policy insuring you and your property, and Sierra Commons (as an additional insured), against any liability arising out of your use of the Workplace.
9. Although Sierra Commons will furnish sufficient electricity, telephone, water, and sewer for the normal operation of lighting, office and heating consistent with Member's use of the Workplace, Sierra Commons will not be liable for, and you will not be entitled to, any compensation of any nature because of Sierra Commons' failure to furnish any service or utility.
10. You cannot assign or transfer the Membership Agreement or any interest in it without the prior

written consent of Sierra Commons. Any attempt to do so without first getting such consent shall be wholly void and shall constitute a breach of the Membership Agreement.

11. You will have the non-exclusive right to use the parking area associated with the Workplace. However, Sierra Commons makes no representation or whatsoever that there will be enough parking spaces available to you or your guests for the operation of your business at any given time.
12. Any disagreement arising out of the Membership Agreement or from the breach of any of the terms shall be submitted to binding arbitration. Any arbitration shall comply with and be governed by the provisions of the California Arbitration Act. Venue for any action shall be in Nevada County. In the event of the filing of any action between you and Sierra Commons arising out of the Membership Agreement, then the prevailing party shall be entitled to recover from the other party all costs and expenses of the action, including reasonable attorney's fees.
13. The Membership Agreement (including its Exhibit(s) and the Rules and Regulations) contains the entire agreement between you and Sierra Commons with respect to the Workplace and your use of it. The Agreement supersedes all prior understandings, if any, with respect to it.
14. By signing this form you are acknowledging that you have read the Member Handbook and that you understand it fully. You agree to all rules and regulations as outlined in the Member Handbook.

\_\_\_\_\_

Member

\_\_\_\_\_

Director

\_\_\_\_\_

Date