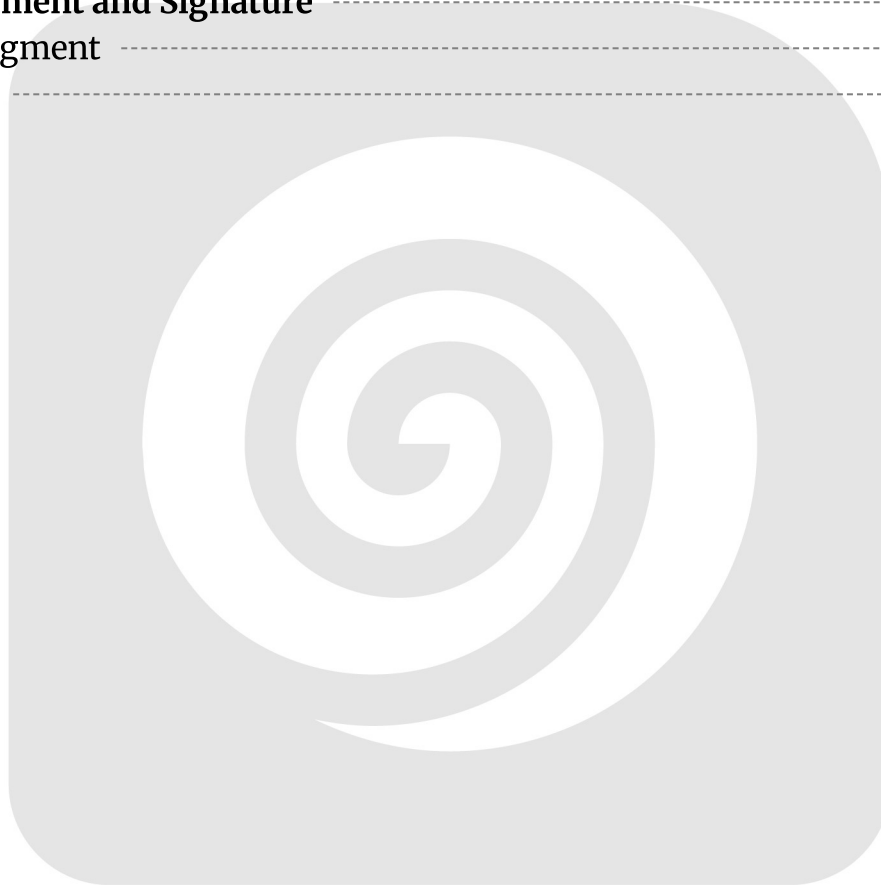


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# Introduction and Purpose

## Introduction

This Coworking Space Membership Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal address at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, also known as ACME-1, a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon, 97070 ("Member").

## Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will provide the Member with access to and use of its coworking facilities and associated services. This Agreement outlines the rights and responsibilities of both DocuPal and the Member with respect to the coworking space membership.

## Membership Terms and Conditions

These Membership Terms and Conditions govern ACME-1's membership with Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210. By entering into this agreement, ACME-1 agrees to abide by these terms.

## Eligibility and Membership Types

Membership is open to businesses like ACME-1, subject to approval by Docupal Demo, LLC. We offer various membership types to suit different needs, each with its own set of benefits and fees. Specific details regarding membership types and associated costs will be provided separately.



## Membership Duration and Renewal

The initial membership term will be defined in the agreement. Following the initial term, membership will automatically renew for successive terms of the same length unless either party provides written notice of termination at least 30 days before the end of the then-current term.

## Membership Termination

Docupal Demo, LLC reserves the right to terminate ACME-1's membership if ACME-1 breaches any terms of this Agreement, or for any conduct that Docupal Demo, LLC deems detrimental to the coworking space or its members. ACME-1 may terminate its membership by providing written notice to Docupal Demo, LLC, subject to any applicable early termination fees or conditions outlined in the fee schedule. Termination will be effective 30 days after the date of the notice.

## Services and Facilities Provided

Docupal Demo, LLC will provide ACME-1 with access to its coworking facilities located at 23 Main St, Anytown, CA 90210, subject to the terms of this Agreement. ACME-1 will be entitled to utilize the following services and facilities during the term of their membership:

- **Shared Workspace:** Access to open coworking areas, including desks and seating.
- **Meeting Rooms:** Access to bookable meeting rooms for private discussions and collaborations.
- **High-Speed Internet:** Reliable and fast internet connectivity throughout the coworking space.
- **Printing and Scanning:** Access to shared printing and scanning equipment.
- **Kitchen Facilities:** Access to a shared kitchen area equipped with a refrigerator, microwave, and coffee/tea making facilities.
- **Reception Services:** Reception services during business hours to greet guests and handle mail.



- **Mail and Package Handling:** Mail and package receipt and handling services.
- **Utilities:** All utilities, including electricity, heating, and air conditioning.
- **Cleaning and Maintenance:** Regular cleaning and maintenance of the coworking space.
- **Community Events:** Invitation to participate in community events and networking opportunities.

## Payment and Fee Structure

ACME-1 will pay Docupal Demo, LLC the fees associated with their chosen membership plan. All fees are stated in United States Dollars (USD).

### Membership Fees and Payment Schedule

The specific membership fees and payment schedule will depend on the membership type ACME-1 selects. Payment will be due according to the agreed-upon schedule outlined in ACME-1's membership agreement. Docupal Demo, LLC will provide invoices to ACME-1 in advance of each payment due date. ACME-1 agrees to pay all invoiced amounts within [Number] days of the invoice date.

### Late Payment Penalties

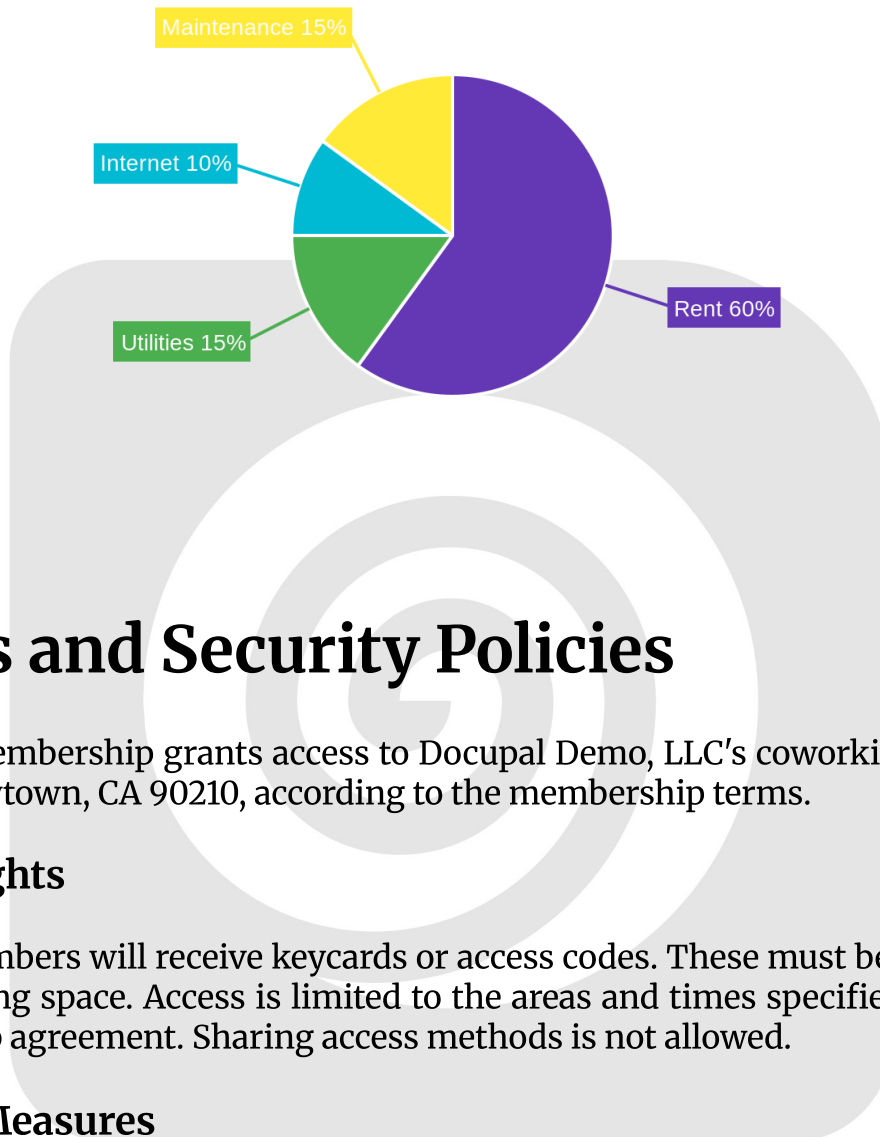
If ACME-1 fails to make any payment when due, Docupal Demo, LLC may assess a late payment penalty. This penalty will be equal to [Percentage]% of the overdue amount or \$[Amount], whichever is greater. Continued failure to pay may result in suspension or termination of ACME-1's membership, as detailed in the "Termination" section of this agreement.

### Refund Policy

Refunds, if applicable, are governed by the terms outlined in the membership plan ACME-1 has selected. Generally, refunds are not provided for early termination or unused membership periods. However, Docupal Demo, LLC may consider refunds in exceptional circumstances at its sole discretion. Any approved refunds will be processed within [Number] business days.



## Fee Breakdown



## Access and Security Policies

ACME-1's membership grants access to Docupal Demo, LLC's coworking space at 23 Main St, Anytown, CA 90210, according to the membership terms.

### Access Rights

ACME-1 members will receive keycards or access codes. These must be used to enter the coworking space. Access is limited to the areas and times specified in ACME-1's membership agreement. Sharing access methods is not allowed.

### Security Measures

Docupal Demo, LLC uses security cameras and access logs to maintain a secure environment. ACME-1 is responsible for securing their personal belongings. Docupal Demo, LLC is not liable for lost or stolen items.

## Member Responsibilities

ACME-1 must report any security concerns to Docupal Demo, LLC staff immediately. ACME-1 should ensure doors are closed and secured when leaving the space. Members must not leave valuables unattended.

# Member Responsibilities and Conduct

ACME-1 agrees to use the coworking space responsibly and respectfully. This includes maintaining a clean and orderly workspace. Members are expected to respect the shared environment and avoid disruptive behavior.

## Expected Conduct

ACME-1 must comply with all posted rules and guidelines. This ensures a positive experience for everyone. Members should be considerate of others regarding noise levels. Phone calls and meetings should be conducted in designated areas.

## Prohibited Activities

The following activities are strictly prohibited within the coworking space:

- Illegal activities of any kind.
- Smoking inside the premises.
- Excessive noise or disruptive behavior.
- Use of the space for purposes other than conducting business.
- Harassment or discrimination of any kind.

## Compliance

ACME-1 is responsible for ensuring that its employees, contractors, and guests also adhere to these guidelines. Docupal Demo, LLC reserves the right to address any violations of these rules. Failure to comply may result in suspension or termination of membership.



# Liability and Indemnification

Docupal Demo, LLC is not liable for any loss, damage, injury, or cost ACME-1 incurs while using the coworking space. This includes, but isn't limited to, personal injury, property damage, or theft. ACME-1 uses the space at its own risk.

## Indemnification by ACME-1

ACME-1 agrees to protect, defend, and hold harmless Docupal Demo, LLC from any claims, losses, damages, liabilities, or expenses. This includes attorney's fees, arising from ACME-1's use of the coworking space, or from any breach of this Agreement by ACME-1.

## Indemnification by Docupal Demo, LLC

Docupal Demo, LLC will protect, defend, and hold harmless ACME-1 from third-party claims. These claims must arise directly from Docupal Demo, LLC's gross negligence or willful misconduct. Docupal Demo, LLC's liability will not exceed the total membership fees ACME-1 has paid.

# Privacy and Data Protection

Docupal Demo, LLC ("we," "us," or "our") is committed to protecting the privacy and security of ACME-1's ("you" or "your") personal data. This section describes how we collect, use, store, and protect your information.

## Data Collection and Use

We collect data necessary to provide you with access to our coworking facilities and services. This includes your name, contact information, and company details. We use this data to manage your membership, process payments, communicate with you, and improve our services. We may also use your data for marketing purposes, but only with your consent.



## Data Storage and Security

Your data is stored securely on our servers and protected by industry-standard security measures. We implement physical, technical, and administrative safeguards to prevent unauthorized access, use, or disclosure of your information. We retain your data only as long as necessary to fulfill the purposes outlined in this agreement and as required by applicable law.

## Termination and Exit Procedures

This section outlines the process for terminating this Coworking Space Membership Agreement. It also details the procedures ACME-1 must follow upon exiting the coworking space.

### Membership Termination

ACME-1 may terminate this Agreement by providing Docupal Demo, LLC with written notice. Unless otherwise specified in a separate addendum, the notice period is thirty (30) days. Docupal Demo, LLC may terminate this Agreement if ACME-1 breaches any terms outlined herein.

### Exit Procedures

Upon termination, ACME-1 must vacate the coworking space promptly. All personal belongings and ACME-1's property must be removed. ACME-1 is responsible for leaving the space in good condition, normal wear and tear accepted. ACME-1 must return all access cards or keys to Docupal Demo, LLC. Failure to do so may result in additional charges. A final inspection of the space will be conducted to assess any damages beyond normal wear and tear. Any outstanding fees or charges must be settled before final departure.

## Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes related to this Agreement in a fair and efficient manner.



## Informal Resolution

We will first try to resolve any disagreement informally. This involves good-faith negotiation between representatives of both parties.

## Mediation

If informal negotiation does not succeed, we agree to attempt mediation. A mutually agreed-upon mediator will help us find a resolution. The costs of mediation will be shared equally.

## Arbitration

If mediation fails, any unresolved dispute will be settled by binding arbitration. This will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and legally binding on both Docupal Demo, LLC and ACME-1. The arbitration will take place in Anytown, California.

# Miscellaneous Provisions

## Governing Law

This Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles. Any legal action arising out of or relating to this Agreement must be filed in the state or federal courts located in California.

## Amendments

No modification or amendment to this Agreement will be effective unless it is in writing and signed by both Docupal Demo, LLC and ACME-1.

## Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from acts of God, war, government regulation, strikes, civil disorder, or other causes beyond its reasonable control.



## Notices

All notices related to this Agreement must be in writing and delivered either by hand, by email, or by certified mail to the addresses listed at the beginning of this Agreement. Notices sent by email are deemed received on the next business day.

## Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the coworking membership and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the parties with respect to the coworking membership.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

## Assignment

ACME-1 may not assign its rights or obligations under this Agreement without the prior written consent of Docupal Demo, LLC. Docupal Demo, LLC may assign this Agreement.

# Acknowledgment and Signature

## Acknowledgment

By signing below, both parties acknowledge they have read, understood, and agree to all terms and conditions outlined in this Coworking Space Membership Agreement. This agreement is made as of August 9, 2025.

## Signatures

DocuPal Demo, LLC



Signature:	
Name:	
Title:	
Date:	August 9, 2025

**Acme, Inc (ACME-1)**

Signature:	
Name:	
Title:	
Date:	August 9, 2025

Please ensure that authorized representatives from both DocuPal Demo, LLC and Acme, Inc. sign and date this agreement to indicate their acceptance of the terms and conditions. This signed agreement constitutes a legally binding contract.

