

**KNOWHERESPACE
DAY PASS AGREEMENT**

THIS KNOWHERESPACE DAY PASS AGREEMENT (the “Agreement”) is entered into as of the date executed by the last of the parties hereto (the “Effective Date”) is by and between KNOWHERESPACE with an address of 2440 Sandy Plains Road, Building 7, Marietta, GA 30066 (the “Company”) and the undersigned (“Guest”).

WHEREAS, the Company is in the business of licensing shared, designated, and dedicated office and meeting spaces to individuals and businesses (the “Business”) at 2440 Sandy Plains Road, Building 7, Marietta, GA 30066 (the “Building”); and

WHEREAS, Guest desires to use the “Shared Office Space” and Common Areas on a “Day Pass” basis, as herein set forth; and

WHEREAS, Guest understands that Guest shall and agrees to be bound by the policies, procedures, rules, and regulations of the Company, as the same may be modified, from time to time; and

WHEREAS, the parties wish to set forth the terms and conditions of their agreement, as set forth herein.

NOW, THEREFORE, in consideration of the premises, terms, conditions, covenants, and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties, intending to be legally bound, do hereby agree as follows:

1. Space. Guest may use the Common Areas and Shared Office Space for personal use on the day indicated on Guest’s day pass during the hours of 8:30am and 4:30pm.

2. Term. This Agreement shall remain in effect for twelve (12) calendar months. During such time, Guest shall be permitted to procure up to Day Passes hereunder.

3. Duties and Responsibilities.

- A. Guest shall use and/or operate its business solely out of its licensed Space.
- C. Guest shall act in a professional and courteous manner with all other members and their clients, guests, and invitees.
- D. Guest shall not bring any hazardous substances into the Building.
- E. Guest is not permitted to bring any guests into the Building.
- F. Guest shall comply with all applicable ordinances, laws, and statutes relating to Guest, Guest’s business and operations, Guest’s use of the Space, and KNOWHERESPACE.

4. Day Pass Fee. Guest shall remit to the Company the “Day Pass Fee” of _____ Dollars (\$ _____).

5. Equipment. The Company has procured and may in the future procure additional equipment which may be beneficial for use by Guest and may, but shall not be obligated to, provide access to certain equipment by Guest. Should the Company elect to provide Guest with access to any equipment, then Guest may be required to remit payment for such use.

6. Breakroom. The Company offers a breakroom. The Company may elect to offer food and beverage items for purchase.

7. Internet. The Company offers basic Internet service. The Company offers upgraded service for purchase.

8. Charges. All charges are run as incurred.

9. Non-Disparagement. Guest covenants and agrees not to disparage the Company or the members, in any manner, directly or indirectly, by means of print, electronic publication, or otherwise.

10. Waiver of Liability. THE COMPANY SHALL NOT BE LIABLE TO MEMBER NOR RESPONSIBLE FOR ANY LOSS, DAMAGE, DESTRUCTION OR OTHERWISE, OF ANY OF GUEST'S PROPERTY. GUEST ACCEPTS THE SPACE IN THE PRESENT AS-IS CONDITION WITH ALL FAULTS. THE COMPANY GRANTS NO WARRANTIES OR REPRESENTATIONS REGARDING THE SPACE, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. THE COMPANY'S MAXIMUM LIABILITY AND GUEST'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING HEREUNDER, WHETHER BASED UPON AND INCLUDING WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY, IS EXPRESSLY LIMITED TO A TOTAL OF THE AMOUNTS PAID BY GUEST TO THE COMPANY. IN NO EVENT DOES THE COMPANY ASSUME NOR SHALL THE COMPANY BE LIABLE TO GUEST FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT OR GUEST'S USE OF THE SPACE.

11. Guest's Acts. Guest shall indemnify the Company and save it harmless from suits, actions, damages, liability, and expense in connection with loss of life, bodily, and personal injury and property damage arising from or out of any occurrence in, upon, at or from the Building and the occupancy and/or use by Guest thereof or any part thereof, or occasioned wholly or in part by any act or omission of Guest in upon or about the Building, including the sidewalks and Common Areas.

12. Guest's Property. Any property of Guest and Guest's use of the Building and the real property upon which the Building rests is done so at Guest's own risk, and Guest hereby releases the Company, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal and bodily injury, and property damage.

13. The Company's Acts. The Company shall indemnify Guest and save it harmless from suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Building and use by the Company thereof or any part thereof, to the extent occasioned wholly or in part by any grossly negligent or intentional act or omission of the Company.

14. Breach/Remedies Cumulative. If either party commits a non-financial breach of this Agreement, in addition to the remedies set forth in Paragraph 14, except as hereinafter set forth, the claiming party shall provide the breaching party with written notice of the default and ten (10) days opportunity to cure. If either party commits a financial breach of this Agreement, then the claiming party shall provide the breaching party with written notice of the default and two

(2) days opportunity to cure. If the breaching party fails to cure, as required herein, then the claiming party shall have all remedies available under Georgia law. The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

15. Additional Remedies of the Company. Guest specifically acknowledges that the Company has the express right to repair any damage to the Building, any equipment, fixtures, furnishings, and other property caused by Guest, in the manner and to the extent so desired by the Company, and that Guest shall be liable for and shall remit payment for any such damage caused by Guest immediately upon demand therefor. A stop payment, reversal of charge, and contest of charge shall each be deemed a breach of this Agreement for which Guest shall remit liquidated damages to the Company in the amount of the amount so stopped, reversed, or contested. In addition to all other remedies available to the Company, if Guest fails to pay all amounts due and remit payment within three (3) days after receipt of written notice thereof from the Company, then the Company shall be authorized to pursue collections actions against Guest; charge an administrative and collection fee of \$100 for every calendar month in which payment is not received by the Company; collect interest in the amount of one and one-half percent (1.5%) per month, all expenses incurred; and actual attorney's fees and expenses incurred.

16. Termination by the Company. The Company may terminate this Agreement with or without cause; however, all post-termination covenants and obligations shall survive termination.

17. Termination by Gues. Guest may terminate this Agreement with or without cause; however, all post-termination covenants and obligations shall survive termination and Guest shall not be released from its obligations to remit payment as herein set forth.

18. No Implied Rights. The parties hereto acknowledge and agree that there are no implied rights whatsoever with respect to the termination of this Agreement and the relationship contemplated hereunder.

19. Laws, Waste, and Nuisance. Guest shall comply with all governmental laws, ordinances, orders, and regulations affecting Guest, Guest's business, Guest's operations, and Guest's use of the Space, whether now in force or hereafter in force.

20. Force Majeure. Except for payments due hereunder, each party hereto shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the control of such party, which shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

21. No Waiver. Failure of either party to insist upon the strict performance of any provision or to exercise any option or to enforce any rules and regulations shall not be construed as a waiver for the future of any of the same.

22. Entire Agreement. This Agreement and the terms hereof shall constitute the entire agreement between the parties hereto with respect to the matters herein, and its execution has not been induced by, nor do either of the parties hereto rely upon or regard as material any representations or writings whatsoever not incorporated herein and made a part hereof. Any prior or previous agreements, written or oral, express or implied, between the parties relating to their

relationship are terminated and cancelled, and each party releases and forever discharges the other of and from all manners of action, causes of action, claims, and demands whatsoever under or in respect of any other such previous agreement.

23. Successors and Assigns. Except as otherwise expressly provided, all provisions herein shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, legal representatives, successors-in-title, and assigns. Each provision to be performed by Guest shall be construed to be both a covenant and a condition, and, if more than one party shall constitute Guest, they shall all be bound, jointly and severally, by this Agreement. If the party identified as the Company herein sells, assigns, or is otherwise divested of its interest in this Agreement and the Building, such party shall thereupon be entirely relieved of all obligations hereunder.

24. Amendments. This Agreement shall not be amended, altered, or qualified except by a memorandum in writing signed by both of the parties hereto.

25. Notice. Any notice required or desired to be delivered under this Agreement shall be in writing and shall be delivered personally, by nationally recognized overnight courier; by certified mail, via tracking method; or electronically, each by a method providing verification of delivery by receipt, and shall be effective upon receipt if delivered personally, one (1) day after dispatch via nationally recognized overnight courier and electronic delivery, or three (3) days after any other dispatch to the party to whom such notice shall be directed. Notice to the Company shall be properly addressed to Howard Stentz, KNOWHERE SPACE, 2440 Sandy Plains Road, Building 7, Marietta, GA 30066, and to Guest at the last known address provided to the Company by Guest. Either party may, by notice given in accordance with the foregoing, change his or its address for the purposes of this Agreement.

26. Further Assurances. The parties hereto and each of them hereby consents and agrees to do such things, attend such meetings and to execute such further documents and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with its true intent.

27. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, in whole or in part, such illegal or unenforceable provision or part thereof, shall be severable from this Agreement and shall not affect the remaining provisions hereof/

28. Headings. The insertion of headings in the division of this Agreement into paragraphs and subparagraphs is for convenience of reference only and shall not affect the interpretation hereof.

29. Governing Law. By execution below, the parties agree that this Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia and the parties hereby submit to the exclusive jurisdiction of the Cobb County Courts in connection with any litigation arising out of this Agreement. The parties hereto submit themselves to the jurisdiction of these courts and waive all objections to this forum, including without limitation forum *non conveniens*.

30. Interpretation. This Agreement, in whole and in part, shall not be construed with reference to the party that caused it or any part of it to be prepared, and the doctrine of *contra proferentem* shall not be applied in any action arising out of or relating to this Agreement.

31. Counterparts, Electronic Signatures, Facsimile, PDF. This Agreement may be executed in any number of identical counterparts, all of which, when taken together, shall constitute the same instrument. The parties acknowledge and consent to be bound by electronic

signatures, including signatures of any required witness. A facsimile, .pdf copy, and other electronically executed versions of this instrument shall be deemed an original for all relevant purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this KNOWHERESPACE Office Agreement is made effective by the parties hereto as of the day and year first written above.

THE COMPANY:

KNOWHERESPACE

By: _____ (SEAL)
Howard Stenz, Managing Guest Date: _____

GUEST:

_____ (SEAL) Date: _____

Signature

Address, Telephone, Electronic Mail:

Print Name

