



**Works Progress Cooperative
Patron Member-Owner and Coworking Agreement**

Mission

Our mission is to help individuals achieve their business, career, and lifestyle goals.

Organization

The Works Progress Cooperative is incorporated and operated under the laws of Washington State. The Works Progress Cooperative is owned and controlled by its Member-Owners. Year-end profits are either reinvested in the Cooperative for growth and improvements, or redistributed to Member-Owners subject to their patronage and board approval.

Agreement

The undersigned (“You”) agree to enter into this Patron Member-Owner Agreement (“Agreement”) with the Works Progress Cooperative (“Works Progress”) for Membership and access to the space located at 8001 14th Avenue NE, Suite A, Seattle, WA 98115 (“Coworking Space”). This Agreement serves as your understanding of your rights and responsibilities as a Patron-Owner of the Works Progress Cooperative.

1. Agreement to become a Member

You, _____ (hereafter “Member”), on this ____ Day of _____ Month, 20____, hereby agree to purchase One Membership Interest in the Works Progress Cooperative, a Washington corporation formed under Section RCW 24.06, State of Washington.

Membership

By completing this Agreement and making a payment, you hereby purchase one (1) share in the Works Progress Cooperative which entitles you to one (1) vote and other benefits of Membership so long as you remain a Member in good standing. This Agreement further extends to you the opportunity to use the Coworking Space as an active patron. Patronage purchase options are provided separately.

- A Membership share may be held individually, or by an organization, and each membership share is entitled to one (1) vote.
- All Member-Owners are co-owners of the Works Progress Cooperative.
- Membership investment must be fully paid to receive ownership benefits.
- An individual, one-time membership share is \$150.



Types of Membership

- Patron Member-Owner

Rights. Patron Member-Owners have the right to elect the Cooperative's Board, to attend meetings of the Board, to receive notice of and attend membership meetings, to petition as described in the cooperative bylaws, and to approve amendments to the bylaws. Each Patron Member-Owner shall have one (1) vote and no more on all matters submitted to Member-Owners. The rights of Patron Member-Owners shall apply only to active Member-Owners in good standing. All rights and responsibilities of Patron Member-Owners are subject to applicable state law, the bylaws as they may be amended from time to time, and to policies and decisions of the Cooperative or the Board.

Responsibilities. Patron Member-Owners shall keep current in any monthly Patron payments due to the Cooperative, shall keep the Cooperative informed of any changes in name or current address, and shall abide by the cooperative bylaws and the policies and decisions of the Cooperative or the Board. Patron Member-Owners shall also patronize the cooperative. A Patron Member-Owner who upholds these responsibilities is considered an active member in good standing.

- Supporting Member-Owner

Rights. Supporting Member-Owners have the right to attend meetings of the Board and to receive notice of and attend membership meetings. All rights and responsibilities of supporting Member-Owners are subject to applicable state law, the bylaws as they may be amended from time to time, and to policies and decisions of the Cooperative or the Board. Supporting Member-Owners shall not have voting rights.

Responsibilities. Supporting Member-Owners shall keep the Cooperative informed of any changes in name or current address, and shall abide by the cooperative bylaws and the policies and decisions of the Cooperative or the Board.

Rules of Membership

- As a Patron Member-Owner of Works Progress, you agree that you will follow the Community Guidelines, attached.
- Failure to patronize the Coworking Space within a 12 month-period will result in an automatic ownership change to Supporting Member-Owner.



2. Acceptance and Payment

All memberships are subject to approval by the Cooperative. You agree to pay a Membership Fee of **\$150** dollars for one Membership Interest. Membership Interest Terms are listed below.

2.1 Payment Terms

Your Membership Fee of \$150 must be paid all at once. Any return of your Membership Fee, either in full or in part, upon termination of Membership in the Cooperative, will be subject to the Cooperative Bylaws and review by the Board.

2.2 Term

The term of this Agreement will continue until terminated in accordance with our Termination Policy.

2.3 Termination Policy

2.3.1 **Termination of Membership.** A Member-Owner may terminate their membership voluntarily at any time by written notice to the Cooperative. Membership may be terminated by the Board for cause after the Member-Owner is provided fair notice of the reasons for the proposed termination and the Member-Owner has an opportunity to respond in person or in writing. Cause may include intentional or repeated violation of any provision of the Cooperative's bylaws or policies, actions that will impede the Cooperative from accomplishing its purposes, actions or threats that adversely affect the interests of the Cooperative or its Member-Owners, willful obstruction of any lawful purpose or activity of the Cooperative, and breach of any contract with the Cooperative.

2.3.2 **Termination of Patronage Services.** The Works Progress Cooperative reserves the right to terminate any service at any time. Upon termination, you agree to immediately remove any and all of your personal property from the Coworking Space. Patronage fees are not prorated.

If you are on recurring billing and no longer wish to continue your patronage, please submit your request by email to info@worksprogress.coop. Coworking Space patrons on recurring billing agree to provide us with (7) seven days' notice and private office patrons agree to provide us with (30) thirty days' notice of your intent to terminate, prior to any scheduled payment. The



effective date of termination will be the date of your upcoming billing cycle, or the billing cycle immediately following it.

- 2.3.3 **Return of Member Fee.** Your Member Fee may be returned upon termination of membership in the Cooperative, either in full or in part, subject to the Cooperative Bylaws and review by the Board.

3. Membership Interests

You understand that the major purpose of Membership is to permit the owners of the Works Progress Cooperative to democratically manage the co-op. Upon acceptance of this agreement, you understand that you will enjoy all rights of membership as long as you remain current in your obligations. You understand that as a patron Member-Owner(s), you have a responsibility to participate in the management of the Cooperative. You agree to abide by the Cooperative's Bylaws and Community Guidelines.

You understand and agree that your Membership Interest is not transferable, except as specified in the Bylaws and as determined by the Cooperative's Board of Directors and Membership. The value of your Membership Interest and other legal rights relating to the Membership Interest will be governed by the Articles of Incorporation and the Bylaws of the Cooperative, as determined by the Cooperative's Board of Directors and Membership.

3.1 No Assignment

You understand and agree that the Patron Member-Owner Agreement, your Membership Interest, and all rights created by such cannot be transferred, assigned, or given away to any other person or entity, except as specified in the Bylaws and as determined by the Cooperative's Board of Directors and Membership.

3.2 Default

If you default in any of the obligations in this Agreement, and the default continues for more than 30 days after notice from the Cooperative, then, at the option of the Cooperative, you will lose the rights under this Agreement, and the Cooperative may retain or refund Membership Fees paid in accordance with its rights under the Bylaws of the Cooperative.



3.3 No Other Representations

All understandings and agreements made between the Cooperative and the Patron Member-Owner(s) are contained in this Patron Member-Owner Agreement and the Cooperative's Articles of Incorporation, Bylaws, Rules and Policies. No other representations, oral or written, shall be considered a part of this Agreement. This Patron Member-Owner Agreement cannot be changed except in writing, and approved by the Cooperative's Board of Directors.

3.4 Proxy or Absentee Ballot Voting

You understand that members are permitted to vote in board elections and other matters of corporate governance by proxy or absentee ballot. If you intend to assign a proxy to vote in your stead, or wish to request an absentee ballot, you understand that you need to provide written notice within a minimum of 48 hours prior to the vote. If you are assigning a proxy, you need to include the name, phone number, and email of the person that you have assigned for your proxy. If you are submitting an absentee ballot, it must be received by the Chair of the Cooperative's Board of Directors a minimum of 24 hours prior to the vote.

4. Coworking Agreement

4.1 Insurance

As required by the landlord, Works Progress Cooperative carries Liability and Business Personal Property insurance, which you acknowledge is for the sole benefit of the Works Progress Cooperative. Cooperative members are not required, but it is in their best interest, to obtain insurance coverage to protect their own equipment and personal property while using our Space.

4.2 Surveillance Video Policy

Works Progress uses surveillance cameras throughout the Space, including in all common areas, in the meeting rooms, and at the building exits. Video is recorded through the Works Progress server, which is monitored and maintained by a professional IT company. Video is kept for 30 days prior to being deleted. Works Progress surveillance video is solely for the purpose of privacy, public safety, protection of property, and to maintain a safe and welcoming environment for Works Progress members, employees, and guests. Surveillance video is only viewed by Works Progress staff and its IT service if there has been a reported problem or to confirm known users and guests. Surveillance video is never shared with third parties except to comply with the law, protect the



Cooperative's rights and those of its members, or in the event of theft, vandalism, or other illegal activity.

4.3 Internet Policy

Wireless and Ethernet access to the Internet is provided for your patronage. Service interruptions, if they occur, will be handled as promptly as possible. Works Progress is not responsible for any problems relating to Internet access nor for any data, business or other losses as a result of Internet interruptions.

You are solely responsible for the confidentiality of your information, data security, and privacy and for the protection of your own computer and data from electrical surges, theft, virus, or other malicious attack.

You agree not to use the Works Progress or related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, patrons, facilities, or to any person or legal entity.

4.4 Privacy Policy and Disclosures

Works Progress believes in protecting your privacy. Our Privacy Policy can be found online here: <http://coworking.worksprogressseattle.com/privacy-policy>.

4.5 Confidentiality

You acknowledge and agree that as a Member of Works Progress, any information that you learn about Works Progress or its members, employees, or guests, as a result of your Membership at Works Progress and use of the Space that is not otherwise publicly available, or is proprietary in nature, constitutes Confidential Information. You agree not to disclose, distribute, or otherwise make available Confidential Information. All Confidential Information remains the sole and exclusive property of Works Progress or the respective disclosing party.

You understand that Members are solely responsible for protecting their own Confidential Information.

4.6 Unlawful Purposes

Furthermore, you agree that while using the Space you will NOT:

- Use the Space for any illegal purposes.
- Tamper with, borrow, or remove property of any other Member's area without their express permission.
- Bring any hazardous substances in to the Space. If you are not sure about what might be hazardous, please ask a Works Progress Staff Member.
- Interfere with any other Member's quiet enjoyment of the Space.



- Transfer, assign, or sublease your Membership Interest or otherwise transfer your rights under this Agreement.

4.7 Hold Harmless

You agree to hold the Works Progress Cooperative and Fox Family Properties, LLC (aka the Landlord), and our respective agents, employees, owners, harmless from any claim, action, and/or judgment for damages to your property, injuries sustained by you, or any damage or injuries sustained by your invited guests, representatives, employees, or agents. This includes the costs of defending any such suit (and applicable legal fees). This provision does not apply in the event that damage or injury is determined to be caused by the intentional misconduct or gross negligence of the Works Progress Cooperative or Fox Family Properties, LLC.

This Agreement represents the entire understanding between you and the Works Progress Cooperative and supersedes all other prior statements whether or oral or written.

If any term of this Agreement is found to be unenforceable then such term shall be deemed removed, and the remaining terms of the Agreement shall be in full force and effect. This Agreement shall be governed by the laws of the state of Washington. Any disputes shall first be settled by non-binding mediation, and if no resolution is reached, then by binding arbitration in King County, Washington based on rules mutually agreed upon by the parties. In all such instances, the prevailing party shall be entitled to recover costs and attorney's fees incurred.

By your signature below, you represent to the Works Progress Cooperative that you: (i) have read and agree to be bound by the above terms and conditions in their entirety (ii) authorized to sign this Agreement; (iii) have been given the opportunity to ask questions and/or have this document reviewed by legal counsel.

IN WITNESS WHEREOF, the undersigned has executed this Patron Member-Owner Agreement on the date first above written.

Patron Member-Owner

Member's Current Address and Telephone Number