



## **Works Progress Cooperative Supporting 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 members subject to their patronage and board approval.

### **Agreement**

The undersigned (“You”) agree to enter into this Supporting 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 Supporting-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 a share in the Works Progress Cooperative which entitles you to attend meetings of the Board and to receive notice of and attend membership meetings and other membership benefits so long as you remain a Member in good standing.

- A Membership share may be held individually, or by an organization.
- 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 equity investments 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 current in equity investments 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.

## Rules of Membership

- As a Supporting Member-Owner of Works Progress, you agree that you will follow the Community Guidelines, attached.



- Supporting Member-Owners may change their membership to Patron Member-Owners at any time, if they choose to patronize the coworking space.

## 2. Acceptance and Payment

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

### 2.1 Payment Terms

Your Membership Interest of \$150 must be paid all at once. Any return of your investment upon termination of Membership in the Cooperative, under terms determined by the Board, will be subject to review by the Board and the Cooperative Bylaws.

### 2.2 Term

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

### 2.3 Termination Policy

2.3.1 **Termination of Membership.** A member-owner may terminate his or her membership voluntarily at any time by written notice to the Cooperative. Membership may be terminated involuntarily by the Board for cause after the member-owner is provided fair notice of the reasons for proposed termination and 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, breach of any contract with the Cooperative.

2.4.1 **Return of Equity.** Return of Equity. Equity may be returned upon termination of membership in the Cooperative, under terms determined by the Board, provided that the Board has determined that the equity is no longer needed by the cooperative.

## 3. Membership Interests



You understand that the major purpose of Membership is to permit the owners of the Works Progress 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 my (our) obligations. You agree to abide by the Corporation's Bylaws and Community Guidelines.

You understand and agree that the value of our Membership Interest, and the right to sell or transfer the Membership Interest, and other legal rights relating to the Membership Interest, will be governed by the Articles of Incorporation and the Bylaws of the Corporation, as determined by the Corporation's Board of Directors and Membership.

### **3.1 No Assignment**

You understand and agree that the Supporting Member-Owner Agreement, 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 Corporation's Board of Directors and Membership.

### **3.2 Default by Joining Member**

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

### **3.3 No Other Representations**

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

## **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>.

## 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.

## 6. 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 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, WA based on rules mutually agreed upon by the



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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 Supporting Member-Owner Agreement on the date first above written.

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Joining Member

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Joining Member

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Member's Current Address and Telephone Number