



501 E. 61st Street | Chicago, IL 60637 | p: 773.904.9800 | f: 773.752.7370 |
sunshineenterprises.com

Co-Working Membership Agreement

Sunshine Gospel Ministries (Sunshine) seeks to provide a shared, community-driven workspace for location independent workers.

Space Usage Features

Listed below are some of the features of our space:

All Co-Workers/Office Renters

- Access to wireless internet
- Use of conference rooms
- Free admission to most business-related events held in the space
- Access to the space during normal operating hours (7am – 7pm Monday thru Friday & 9am to 7pm Saturdays, except holidays), as well as usage of the space during other hours if a Sunshine staff member is present.

Casual (\$35/month)

- Access eight (8) days per calendar month during normal operating hours
- Twenty five (25) free black and white copies or prints per month
- May purchase additional days at \$4/day (no additional copy or print privileges)

Co-Worker (\$70/month)

- Unlimited daily access during normal operating hours
- Seventy five (75) free back and white copies or prints per month
- Use of mailing address

Full-Time (\$250/month)

- Unlimited access to a dedicated office for your exclusive user during normal business hours
- One hundred fifty (150) free black and white color prints per month
- Use of mailing address
- Priority use of conference room (except Sunshine Gospel Ministries/Sunshine Enterprises scheduled meetings)
- Current access will be limited to the hours of operation of the Greenline Coffee Shop (24 hour access will be available starting May 1st)



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Mail Privileges Only (\$10/month)

- Acceptance of mail
- Acceptance of packages

Payments

- First month's rent, one month deposit, and a \$50.00 application fee due upon signing the agreement
- All monthly access payments are due on the first business day of each month.
- Sunshine Gospel Ministries reserves the right to charge late fees and/or withhold services if payments are not received on time.

Payment Methods

Members may pay via Cash, Check, or Major Credit Card.

Co-Workers/Renters Contact Information

Name	
Home address	
Phone	
Email	
Company (if applicable)	
Title	
Web address	



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Office only:

Membership Level (check only one)

Casual	Co-Worker	Full-time

Terms of Use

The following Terms of Use may be somewhat lengthy, but we want to be careful to ensure that everyone is properly protected.

1. Acceptance of Terms.

The services Sunshine Gospel Ministries (“Sunshine”) provides to you, the undersigned (including, but not limited to, use of office space and access to Internet), are subject to the following Terms of Use (“TOU”).

Sunshine reserves the right to update the TOU at any time. Sunshine will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement. Additionally, any updates to the Terms of Usage will be made available on the Sunshine Enterprises website.

2. Description of Services.

Sunshine may provide you with access to office space, work-stations, Internet access, office equipment, conference space, knowledge resources, and other services as Sunshine may provide from time to time (collectively, “Services”). The Services at all times are subject to the TOU.

3. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited under law or by these terms, conditions and notices. You may not use the Services in any manner that could damage,



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disable, overburden, or impair any Sunshine server, or the network(s) connected to any Sunshine server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Sunshine server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

4. Use of services.

You agree that when participating in or using the Services, you will not:

- a. Use the Services in connection with contests, pyramid schemes, multi-level marketing, network marketing, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Sunshine Gospel Ministries, Sunshine Enterprises, or any affiliated organization;
- d. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;



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- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Restrict or inhibit any other user from using and enjoying the Services;
- i. Violate any code of conduct of other guidelines which may be applicable for any particular Service;
- j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations; and
- l. Create a false identity for the purpose of misleading others.

5. Sunshine reserves the right at all times to disclose any information about you, your participation in and use of the Services as Sunshine deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Sunshine's sole discretion.

6. Confidentiality.

- a. You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information.

"Confidential Information" shall mean all information, in whole or in part, that is disclosed by Sunshine or any participant or user of the Services or any employee, affiliate, or agent thereof, which is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Sunshine Gospel Ministries, Sunshine Enterprises, or any other affiliated organization any analyses, compilations, studies or other documents prepared by Sunshine Gospel



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Ministries, Sunshine Enterprises, or any other affiliated organization or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

- b. Your participation in and/or use of the Services obligates you to:
 - I. maintain all Confidential Information in strict confidence;
 - II. not to disclose Confidential Information to any third parties;
 - III. not to use the Confidential Information in any way directly or indirectly detrimental to Sunshine Gospel Ministries, Sunshine Enterprises, or any other affiliated organization or any participant or user of the Services.

- c. All Confidential Information remains the sole and exclusive property of Sunshine or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Sunshine, or any participant or user of the Services.

7. Participation In or Use of Services.

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that Sunshine does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, Sunshine provides the services “as is” and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses,



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accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

9. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall Sunshine Gospel Ministries or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Sunshine Gospel Ministries, and even if Sunshine has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

10. Limitation of Liability and Remedies.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Sunshine or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.



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11. Termination.

Sunshine reserves the right to terminate any Service at any time. Sunshine further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

12. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless Sunshine Gospel Ministries and its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by Sunshine or its respective officers and agents in connection with the defense of such claim or lawsuit.

14. Severability.

In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

15. Insurance.

- a. Sunshine will carry Liability and Business Personal Property insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of Sunshine.
- b. Any private office renters must submit proof of business liability insurance with \$1,000,000 coverage in the aggregate and naming Sunshine Gospel Ministries as additional insured.



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16. Loss Due to Theft or Damage

Sunshine is not responsible for any personal property lost, stolen, or damaged in the Co-working space or any other space that is related to the operation of Sunshine Gospel Ministries, Sunshine Enterprises, or any other affiliated organization.

15. Acceptance of Terms.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

This agreement is made effective on the _____ day of _____, 201__

Member:

Signature: _____ Date: _____

Name (Printed): _____

Title: _____

Sunshine Gospel Ministries:

Signature: _____ Date: _____

Name (Printed): _____

Title: _____