

The following building **RULES AND REGULATIONS** represent the Operating Guidelines between Charles Village Exchange and Licensees of Charles Village Exchange. This agreement specifically pertains to the use of Charles Village Exchange's 3rd floor space at 2526 St. Paul St. Baltimore, MD 21218.

The Operating Guidelines will be updated periodically by the Charles Village Exchange. Each Licensee will be notified of these changes at least one billing cycle before they go into effect, and can either 1) sign a license agreement addendum or 2) choose to terminate their license.

CHARLES VILLAGE EXCHANGE RULES & REGULATIONS

1. Mutual respect for other Co-workers:

We simply ask that you remember the Golden Rule (treat others as you would expect to be treated), or you will be asked leave. Abusive or inconsiderate behavior cannot be tolerated in our co-working environment.

2. Professional behavior:

Charles Village Exchange is a relaxed, shared work environment for professionals. We hope that you will be able to conduct yourself in a professional manner, or we may ask you to leave.

3. Times of availability:

Our hours of operation are from 7:00 AM to 7:00 PM seven days per week, including holidays. Requests for access to the facilities outside of these hours will be considered on a case-by-case basis.

4. Fees for use:

There are several Licensee options including,

Month-to-month: \$300/desk

Six months: \$1,740/desk (or \$290/month)

One year: \$3,300/desk (or \$275/month)

There are also significant discounts for obtaining multiple-station licenses. From time to time our fees may change, and we will notify you in writing at least 21 days in advance and by posting the updated fees on our website.

5. Implied services:

Charles Village Exchange provides services "as is" as a service and not as a lease or real property, and disclaim all warranties and conditions whether expressed, implied or statutory, including, but not limited to, merchantability, fitness for a particular purpose or use. There is no warranty of title, quiet enjoyment or possession. The entire risk of participating in or using the Charles Village Express services remains with you.

6. Liability:

In no event shall Charles Village Exchange or its agents, owners, Licensees or employees be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for lost 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 loss arising out of or in any way related to Charles Village Exchange services or otherwise.

- 7. Damages:**

Notwithstanding any damages that you might incur for any reason whatsoever, the entire liability of Charles Village Exchange or its agents, owners, Licensees, or employees, and your exclusive remedy for all the foregoing shall be limited to actual damages incurred by you not to exceed \$10.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by law, even if any remedy fails its essential purpose.
- 8. Nontransferable, non-shareable license:**

Your license is for your use only.
- 9. Termination of License:**

Every license is terminable by Charles Village Exchange with 24 hours notice with or without cause. Licensees whose license is terminated by Charles Village Exchange will have their license fees refunded on a pro rata basis.
- 10. No unlawful activities:**

Any unlawful activity and you will be asked to leave immediately. At the risk of sounding heavy-handed, we simply can't allow anyone to use the Charles Village Exchange facilities or its network for any purpose that is unlawful, prohibited, or anything that would damage or harm our facilities, our reputation, or other co-workers and their use of the facilities in any way.
- 11. Food and drink:**

Aside from snacks provided by Charles Village Exchange, all food and drink (including food at parties, lunches, beverages, etc.) consumed socially on the premises is considered to be offered by one Licensee or Guest to another, and is not in any way warranted or monitored by Charles Village Exchange itself. Each Licensee agrees to indemnify and hold Charles Village Exchange harmless from and against all liability of every kind and nature arising out of food and drink provided by such Licensee to Guests and other Licensees.
- 12. Networking ok; selling wares or services, multi-level marketing, not allowed:**

Peddling your wares at Charles Village Exchange is not what co-working is about so please don't even try it. That includes multi-level marketing and other such pitches for a quick buck. We're all here to work and grow our businesses without annoying sales pitches for someone's products.
- 13. Harmonious relations with staff and others:**

We are all here to grow a supportive community. Negative comments about co-workers or the facility don't encourage or facilitate harmony, so please don't feed negativity, or you will be asked to leave.
- 14. Confidentiality where appropriate to protect ideas and concepts of others:**

A collaborative, harmonious environment is built on trust. You will hear ideas and proprietary information from co-workers, sponsors, affiliates and partners. Treat that confidential information the way you would want your own intellectual property to be treated.
- 15. No liability for theft or loss of personal property:**

Your personal property (cell phone, tablet, laptop, purse, food, etc.) is yours and is your sole responsibility. Neither Charles Village Exchange nor any co-worker is liable in any way for safeguarding your property.
- 16. Cleanliness of work space:**

We all expect to work in a tidy facility, so please keep where you work clean. This includes the conference room, kitchenette, lounge, and bathroom.
- 17. Recycling:**

Please help us take care of the planet. Use recycling bins and follow recycling guidelines provided.
- 18. No pets or animals:**

As much as we love pets, they will have to stay at home or your favorite doggy daycare.
- 19. Release and indemnity:**

You agree to release Charles Village Exchange from any liability claim for personal injury or damage to property. You also agree to indemnify and hold harmless Charles Village

Exchange from loss or liability to co-workers or to your guests due to their or your negligence or intentional acts.

20. Guest policy

Guests are allowed only when you reserve the conference room. Other than that, each co-worker contributes his or her fair share for the use of the facilities, and guests are not permitted.

21. Children policy:

Sorry, but we have to respect everyone and make this a “don’t bring your child to work” facility.

22. Conference room policy/rules and reservations:

The conference room is available by reservation. You are entitled to up to seven hours per week with your license. Requests for additional hours of usage will be considered on a case-by-case basis depending upon availability.

23. Amenities:

- Multifunctional fax machine/copier/printer/scanner*
- Coffee and tea provided free
- Bring and mark your own food
- Kitchenette with water cooler, microwave and refrigerator
- Designated personal work areas with locking cabinet
- High speed wireless internet service
- Meeting room with speaker phone, projector, white board and markers
- Private phone booth for extended calls
- Business mailing address
- Regular cleaning service
- Full bathroom with shower

**Co-workers will provide their own paper for large-scale printing jobs.*

24. Cleanliness of Kitchenette:

We’re a community of professionals so please clean up after yourself, always. Mark your food before placing it in the common use refrigerator. The workspaces and kitchenette will be professionally cleaned every two weeks. Yucky and unmarked stuff in the refrigerator will be tossed the Friday prior to each cleaning.

25. Decorations

You are permitted to decorate your own workspace by taping or pinning items on workspace partitions. Tacking, pinning, taping items on walls, windows or doors is not permitted.

26. Bulletin Board policy:

A physical bulletin board for notices and information will be provided. A bulletin board section of Charles Village Exchange’s website and a Licensee to Licensee section is also provided. Charles Village Exchange reserves the right to remove any material it deems to be objectionable.

27. Smoking rules:

This is a non-smoking facility, including the parking lot, back deck and patio area, so if you must smoke, please take a walk around the neighborhood while you do so.

28. Candles, incenses, and anything flammable are prohibited.

29. Telephone rules:

Given the ubiquitous cell phone, Charles Village Exchange does not provide telephones beyond the speaker phone in the conference room. Cell phones must not be used to the distraction of others. If you are a loud talker or you need to talk frequently or for extended periods of time, please take advantage of the following spaces, in this order, so that others can work undisturbed:

- If the phone booth is vacant, use that.
- If the phone booth is occupied and the conference room is not in use, you may take/ make cell phone calls there for a few minutes, but you may not work there or camp out on the phone.

- If neither the phone booth nor the conference room is available, please go outside to the deck or patio to make/take your call.

30. A receptionist is not provided.

31. Laptop rules:

Co-workers provide their own laptops. Charles Village Exchange provides high-speed wireless internet access.

32. Sexual harassment rules:

Don't even think about it.

33. Sexual conduct on premises:

Get a room someplace else.

34. Firearms/weapons:

Not allowed at any time. You will be asked to leave if you bring weapons to the facility.

35. Bathroom facilities:

Charles Village Exchange is equipped with a full bathroom that includes a shower. Licensees (not Guests) may use the shower facilities, but it is intended for use after physical activities (such as biking to work or a lunchtime run), not as a substitute for your home bathroom. Licensees are expected to leave bathroom clean and dry after each use. Licensees are expected to keep their toiletries, towels, etc., in appropriate water-proof bags in their own work station area, and remove them at the end of each day. Abuse of the bathroom may result in loss of shower privileges.

36. Proper attire:

Charles Village Exchange is a professional work environment so we trust you know how to dress beyond the expected shoes, shirts, and pants.

37. Sleeping on site:

Nope.

38. Solicitation for charity, donations, votes, political support, petitions:

Nope.

39. Personal hygiene:

Please shower and brush; otherwise, you may be asked to leave. Due to concerns for Licensee's allergies and olfactory sensitivities, please refrain from using strong perfumes or air fresheners.

40. Internet and Wi-Fi rules:

Wi-Fi is provided for the use of all co-workers and as such should be treated as a shared benefit. That means no use of streaming media for personal entertainment. If you engage in any illegal online activities, you will be asked to leave.

41. Social events; happy hour, etc.:

To build our community, we will host events from time to time that will enhance the value of your co-working experience with Charles Village Exchange.

42. Adherence to the rules:

Licensees agree to abide by all the rules included in this agreement, posted on the premises and listed on the Charles Village Exchange website. Failure to abide by these rules will result in the termination of your license.

43. Jurisdiction and severability:

The law of the State of Maryland governs this Agreement without regard to its conflict of law principles. Exclusive jurisdiction and venue for all purposes under this Agreement shall be in Baltimore City, Maryland. If any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect to the fullest extent permitted by law.