



CITY OF MARINE CITY

Planning Commission Meeting Agenda

260 South Parker Street

Scheduled Meeting: Monday, February 12, 2024 6:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:** Commissioners Graham Allan, William Beutell, Andrew Pakledinaz, Madelyn McCarthy, Max Bade, Joseph Moran; City Commissioner William Klaassen; City Manager Scott Adkins
4. **COMMUNICATIONS**
5. **APPROVE AGENDA**
6. **PUBLIC COMMENT** *Anyone in attendance is welcome to address the Planning Commission. Please state name and limit comments to five (5) minutes.*
7. **APPROVE MINUTES**
 - A. November 13, 2023 Meeting Minutes
8. **UNFINISHED BUSINESS**
 - A. Master Plan
9. **NEW BUSINESS**
 - A. 425 Jefferson (parcel # 02-475-0110-000) Special Land Use Application
10. **OPEN DISCUSSION**
11. **ADJOURNMENT**

**City of Marine City
Planning Commission Meeting Minutes
November 13, 2023**

A regular scheduled meeting of the Marine City Planning Commission was held on Monday, November 13 2023 at 260 South Parker Street, and was called to order by Chairperson Moran at 6:05 pm.

The Pledge of Allegiance was led by Chairperson Moran.

Present: Chairperson Joseph Moran; Commissioners Graham Allan, Madelyn McCarthy, William Klaassen, William Beutell; City Manager Adkins; Deputy Clerk Michele Goodrich

Absent: Commissioner Andrew Pakledinaz

Motion by Commissioner McCarthy, seconded by Commissioner Beutell, to excuse Commissioner Pakledinaz from the meeting. All Ayes. Motion Carried.

Communications

None.

Approve Agenda

Motion by Commissioner Allan, seconded by Commissioner Klaassen, to approve the agenda with addition of addressing zoning maps and 1300 S. Parker under open discussion. All Ayes. Motion Carried.

Public Comment

None.

Approve Minutes

Motion by City Commissioner Beutell, seconded by Commissioner Klaassen, to approve the October 9, 2023 meeting minutes. All Ayes. Motion Carried.

Unfinished Business

Master Plan

City Manager Adkins encouraged the Commission to submit any statements regarding the goals, objectives and vision statement of the Master Plan to him so that he may forward to McKenna for the

upcoming presentation at the Community and Economic Development Board meeting on November 29, 2023 at 6:00pm. He informed the Board that this would be a joint meeting between the CED Board and Planning Commission

New Business

Review of the Metro Planning Commission Fall Workshop

Commissioner McCarthy stated that the Workshop addressed a binder of information and questioned if the City had one in place. City Manager Adkins informed the Commission that per the Redevelopment Ready requirements, a handbook would be created for City Commission and stated that they would do the same for the Planning Commission. The handbook would contain applicable information, resources, and policies.

Commissioner Allan stated that he would like the City to move forward with allowing the Building Official to secure court orders which would allow him to go on private property to perform necessary inspections. Commissioner Allan also advised that the Workshop presenter stated that it was a “grey area” when a Planning Commissioner felt a project did not align with the goals of the Master Plan.

Commissioner Beutell questioned the need for a joint annual meeting between the Planning Commission and City Commission. City Manager Adkins informed the Commission that he would be setting a joint meeting in early 2024.

Chairperson Moran informed the Commission of the training opportunities and informative emails sent out through the MSU – Extension program and recommended the Commission members each sign up to receive the updates. City Manager Adkins advised the Commission that he would forward any applicable resources and educational materials that he received to the Commission.

Open Discussion

Zoning Maps

City Manager Adkins informed the Commission that the County employee who worked on Zoning Maps was off for an extensive period of time due to personal reasons and that at such time, he did not have a response to his request for updated Marijuana Zoning Maps. He stated that if he did not hear back from the County soon, then he would reach out to SEMCOG to provide assistance.

1300 S. Parker

Chairperson Moran questioned the fencing and status of the property. City Manager Adkins stated that he would discuss the project with the Building Official and provide an update to the Commission.

Adjournment

Motion by Commissioner Beutell, seconded by Commissioner Allan, to adjourn at 6:36 pm. All Ayes.
Motion Carried.

Respectfully submitted,

Michele E. Goodrich
Deputy Clerk

Jason Bell
Interim City Clerk



City of Marine City
 Building Department
 260 S Parker St.
 Marine City, MI 48039
 (810) 765-9011
 buildingdepartment@cityofmarinecity.org

SITE PLAN REVIEW 9-A
APPLICATION AND SUBMITTAL
CHECKLIST FOR PLANNING
COMMISSION

Cash Receipting Code: Plan Com

Application Fees: \$300.00 Single & Multi-Family (up to 3 units)
 \$400.00 Commercial, Industrial, Subdivisions, Condos, Multi-Family (4 or more units)
 \$400.00 Special Use Application

When this completed application is filed in conjunction with the site plan for the proposed development, it will serve to initiate processing of the plans in accordance with the review procedure as described in the City of Marine City Zoning Ordinance. The engineer, architect, planner and/or designer retained to develop the site plan shall be responsible for securing a copy of the City of Marine City Zoning Ordinances, which are available on the City's website at www.cityofmarinecity.org, and complying with the various requirements therein. Further, these professionals shall make themselves aware of all master plan requirements including, major thoroughfares, land use, recreation, etc. Be sure to complete each applicable section of this application, omission of any required information will delay the review process. Applicant will reimburse the City of Marine City for all planning Consultant fees and Engineering Consultant fees associated with this application prior to being placed on the agenda.

Applicant Name(s): Joshua Mills / Kelly Leove
 Applicant Address: _____
 Phone: _____ Fax: _____ Email: INFO@WRKINGSPEACE.COM
 Property Owner Name(s): WRKINGSPEACE GROUP LLC
 Property Owner Address: 315 ORCHARD ST. SAINT CLAIR, MI 48079
 Phone: 5660.422.1840 Fax: _____ Email: INFO@WRKINGSPEACE.COM
 Name of Proposed Development: Working Space - Marine City
 Address of Development: 425 JEFFERSON AVE.

Parcel No.: 02-475-0110-000 Description of Development: New Addition

Copy of Legal Description Attached

Proposed Use: OFFERING PRIVATE OFFICES/CO-WORKING MEMBERSHIPS ON A MONTH-TO-MONTH BASIS W/ ALL AMENITIES INCLUDED. AFFORDABLE PARKING FOR ALL LEVELS OF BUSINESS, INDIVIDUALS, & ORGANIZATIONS.

I (We) hereby attest that all of the information provided in this application and attachments submitted, are true and correct to the best of my (our) knowledge and belief.

Applicant's Signature: _____ Date: 1.11.24

Owner's Signature: _____ Date: 1.11.24

Site Plan Preparer Signature: _____ Date: _____

If petitioner is not the owner, state the basis for representation (i.e. Attorney, Representative, Option-to-Buy, etc.): _____



CITY OF MARINE CITY

260 S Parker St.
MARINE CITY, MI 48039
PHONE (810) 765-8846 • FAX (810) 765-1040

02.01.2024

To: Marine City Planning Commission

Re: 425 Jefferson

Dear Planning Commissioners,

A Kelly Groves and Joshua Mills has approached the Zoning department with a proposed use of 425 Jefferson that does not meet the intended use of R1-A, they intend on using the building as an office incubator. City Manager Adkins and myself are having them come in front of planning to ask for a conditional zoning which is spelled out following §160.306.

The Applicant will need the planning commission's approval to hold a public hearing, with the applicable 300' notices sent out, this meeting could happen in March.

§ 160.306 CONDITIONAL REZONING.

(A) *Intent.* It is recognized that there are certain instances where it would be in the best interests of the city, as well as advantageous to property owners seeking a change in zoning boundaries, if certain conditions could be proposed by property owners as part of a request for a rezoning. It is the intent of this section to provide a process consistent with the provisions of § 405 of Public Act 110 of 2006, as amended, by which an owner seeking a rezoning may voluntarily propose conditions regarding the use and/or development of land as part of the rezoning request.

(B) *Application and offer of conditions.*

(1) An owner of land may voluntarily offer in writing conditions relating to the use and/or development of land for which a rezoning is requested. This offer may be made either at the time the application for rezoning is filed or may be made at a later time during the rezoning process.

(2) The required application and process for considering a rezoning request with conditions shall be the same as that for considering rezoning requests made without any offer of conditions, except as modified by the requirements of this Section.

(3) The owner's offer of conditions may not purport to authorize uses or developments not permitted in the requested new zoning district.

(4) The owner's offer of conditions shall bear a reasonable and rational relationship to the property for which rezoning is requested.

(5) Any use or development proposed as part of an offer of conditions that would require a special land use permit under the terms of this ordinance may only be commenced if a special land use permit for such use or development is ultimately granted in accordance with the provisions of this ordinance.

(6) Any use or development proposed as part of an offer of conditions that would require a variance under the terms of this ordinance may only be commenced if a variance for such use or development is ultimately granted by the Board of Appeals in accordance with the provisions of this ordinance.

(7) Any use or development proposed as part of an offer of conditions that would require site plan approval under the terms of this ordinance may only be commenced if site plan approval for such use or development is ultimately granted in accordance with the provisions of this ordinance.

(8) The offer of conditions may be amended during the process of rezoning consideration provided that any amended or additional conditions are entered voluntarily by the owner. An owner may withdraw all or part of its offer of conditions any time prior to final rezoning action of the City Commission provided that, if such withdrawal occurs subsequent to the Planning Commission's public hearing on the original rezoning request, then the rezoning application shall be referred to the Planning Commission for a new public hearing with appropriate notice and a new recommendation.

(C) *Planning Commission review.* The Planning Commission, after public hearing and consideration of the standards for approval set forth in Subsection (E), may recommend approval, approval with recommended changes or denial of the rezoning; provided, however, that any recommended changes to the offer of conditions are acceptable to and thereafter offered by the owner.

(D) *City Commission review.* After receipt of the Planning Commission's recommendation, the City Commission shall deliberate upon the requested rezoning and may approve or deny the conditional rezoning request. The City Commission's deliberations shall include, but not be limited to, a consideration of the standards for approval set forth in Subsection (E). Should the City Commission consider amendments to the proposed conditional rezoning advisable and if such contemplated amendments to the offer of conditions are acceptable to and thereafter offered by the owner, then the City Commission shall, in accordance with Public Act 110 of 2006, as amended, refer such amendments to the Planning Commission for a report thereon within a time specified by the City Commission and proceed thereafter in accordance with said statute to deny or approve the conditional rezoning with or without amendments.

(E) *Factors.* In reviewing an application for the rezoning of land where there is an offer of conditions, factors that should be considered by the Planning Commission and the City Commission shall include the following:

(1) Whether the proposed rezoning is consistent with the goals, policies and Future Land Use Map of the City of Marine City Master Plan;

(2) The compatibility of all the potential uses allowed in the proposed zoning district with surrounding land uses and zoning districts in terms of land suitability, impacts on the environment, density, and influence on property values;

(3) Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning. Consideration of impact on drains and roads is specifically required; and,

(4) Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

(F) *Approval.*

(1) If the City Commission finds the rezoning request and offer of conditions acceptable, the offered conditions shall be incorporated into a formal written statement of conditions acceptable to the owner and conforming in form to the provisions of this section. The statement of conditions shall be incorporated by attachment or otherwise as an inseparable part of the ordinance adopted by the City Commission to accomplish the requested rezoning.

(2) The statement of conditions shall:

(a) Be in a form recordable with the Register of Deeds of St Clair County or, in the alternative, be accompanied by a recordable Affidavit or Memorandum prepared and signed by the owner giving notice of the statement of conditions in a manner acceptable to the City Commission.

(b) Contain a legal description of the land to which it pertains.

(c) Contain a statement acknowledging that the statement of conditions runs with the land and is binding upon successor owners of the land.

(d) Incorporate by attachment or reference any diagram, plans or other documents submitted or approved by the owner that are necessary to illustrate the implementation of the statement of conditions. If any such documents are incorporated by reference, the reference shall specify where the document may be examined.

(e) Contain a statement acknowledging that the statement of conditions or an affidavit or memorandum giving notice thereof shall be recorded with the Register of Deeds of St Clair County by the owner with a copy of the recorded document provided to the city within 45 days of its recording.

(f) Contain the notarized signatures of all of the owners of the subject land preceded by a statement attesting to the fact that they voluntarily offer and consent to the provisions contained within the statement of conditions.

(3) Upon the rezoning taking effect, the Zoning Map shall be amended to reflect the new zoning classification along with a designation that the land was rezoned with a Statement of Conditions. The City Clerk shall maintain a listing of all lands rezoned with a statement of conditions.

(4) The approved statement of conditions or an affidavit or memorandum giving notice thereof shall be filed by the owner with the Register of Deeds of St Clair County. The owner shall provide a copy of the recorded document to the city within 45 days of the date of its recording. The City Commission shall have authority to waive this requirement if it determines that, given the nature of the conditions and/or the time frame within which the conditions are to be satisfied, the recording of such a document would be of no material benefit to the city or to any subsequent owner of the land.

(5) Upon the rezoning taking effect, the use of the land so rezoned shall conform thereafter to all of the requirements regulating use and development within the new zoning district as modified by any more restrictive provisions contained in the statement of conditions.

(G) *Compliance with conditions.*

(1) Any person who establishes a development or commences a use upon land that has been rezoned with conditions shall continuously operate and maintain the development or use in compliance with all of the conditions set forth in the statement of conditions. Any failure to comply with a condition contained within the statement of conditions shall constitute a violation of this Zoning Ordinance and be punishable accordingly. Additionally, any such violation shall be deemed a nuisance per se and subject to judicial abatement as provided by law.

(2) No permit or approval shall be granted under this ordinance for any use or development that is contrary to an applicable statement of conditions.

(H) *Time period for establishing development or use.* Unless another time period is specified in the ordinance rezoning the subject land, the approved development and/or use of the land pursuant to building and other required permits must be commenced upon the land within 36 months after the rezoning took effect and thereafter proceed diligently to completion. This time limitation may upon written request be extended by the City Commission if: (1), it is demonstrated to the City Commission's reasonable satisfaction that there is a strong likelihood that the development and/or use will commence within the period of extension and proceed diligently thereafter to completion; and (2), the City Commission finds that there has not been a change in circumstances that would render the current zoning with statement of conditions incompatible with other zones and uses in the surrounding area or otherwise inconsistent with sound zoning policy; and (3) the written request shall be made to the City Commission requesting the extension within 6 months of the end of the 36 month period.

(I) *Reversion of zoning.* If approved development and/or use of the rezoned land does not occur within the time frame specified under Subsection (H) above, then the land shall revert to its former zoning classification as set forth in Public Act 110 of 2006, as amended. The reversion process shall be initiated by the City Commission requesting that the Planning Commission proceed with consideration of rezoning of the land to its former zoning classification. The procedure for considering and making this reversionary rezoning shall thereafter be the same as applies to all other rezoning requests.

(J) *Subsequent rezoning of land.* When land that is rezoned with a Statement of Conditions is thereafter rezoned to a different zoning classification or to the same zoning classification but with a different or no statement of conditions, whether as a result of a reversion of zoning pursuant to subsection (I) above or otherwise, the statement of conditions imposed under the former zoning classification shall cease to be in effect. Upon the owner's written request, the City Clerk shall record with the Register of Deeds of St. Clair County a notice that the statement of conditions is no longer in effect.

(K) *Amendment of conditions.*

(1) During the time period for commencement of an approved development or use specified pursuant to subsection (H) above or during any extension thereof granted by the City Commission, the city shall not add to or alter the conditions in the statement of conditions.

(2) The statement of conditions may be amended thereafter in the same manner as was prescribed for the original rezoning and statement of conditions.

(L) *City right to rezone.* Nothing in the statement of conditions nor in the provisions of this Section shall be deemed to prohibit the city from rezoning all or any portion of land that is subject to a Statement of Conditions to another zoning classification. Any rezoning shall be conducted in compliance with this ordinance and Public Act 110 of 2006, as amended.

(M) *Failure to offer conditions.* The city shall not require an owner to offer conditions as a requirement for rezoning. The lack of an offer of conditions shall not affect an owner's rights under this ordinance.

(Ord. 2019-002, passed 2-21-2019)

Respectfully, Tracy Kallek

A handwritten signature in black ink that reads "Tracy Kallek". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Building Official/Zoning Admin

City of Marine City

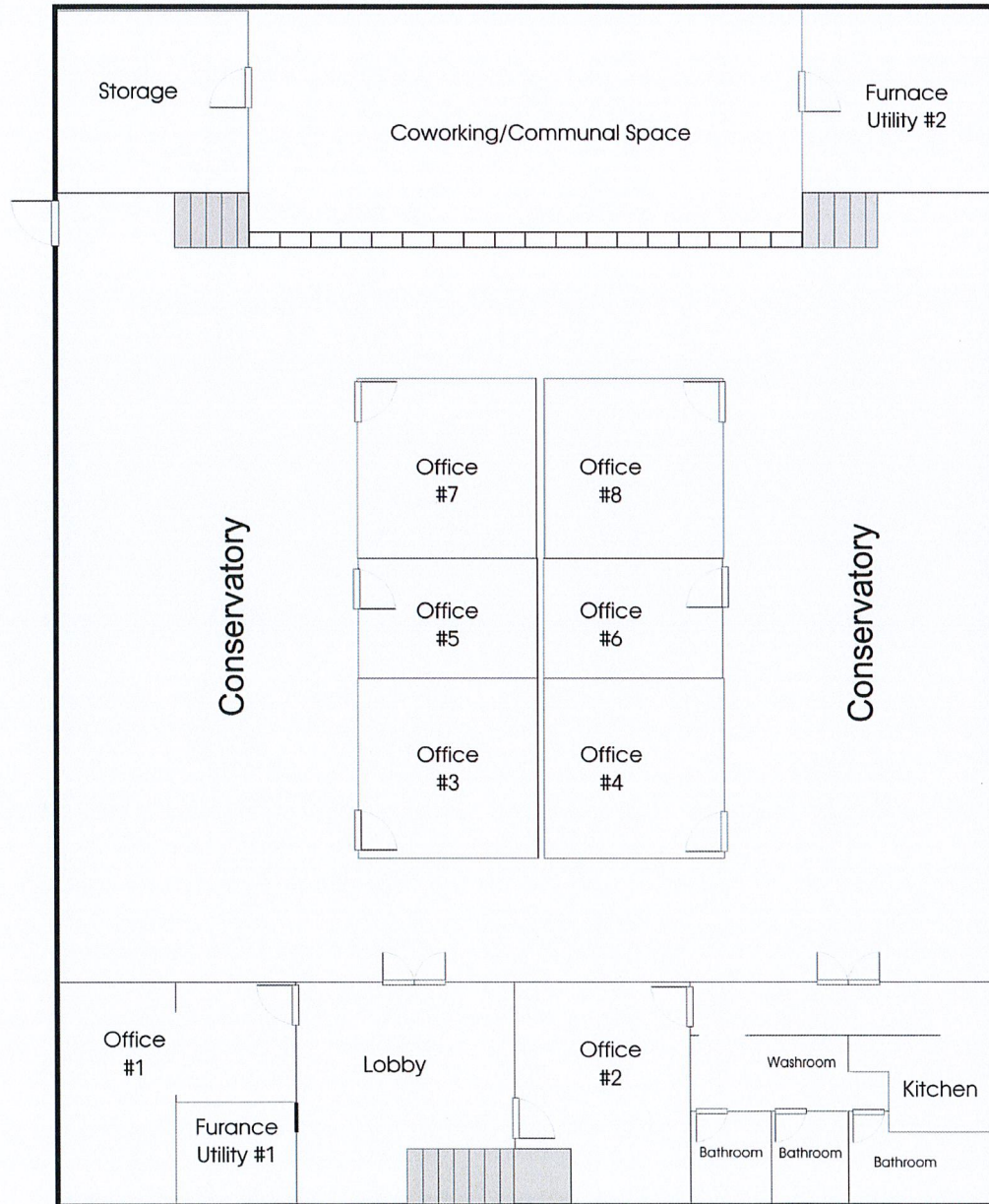


Wrking Space Proposal

425 Jefferson
Marine City, Michigan

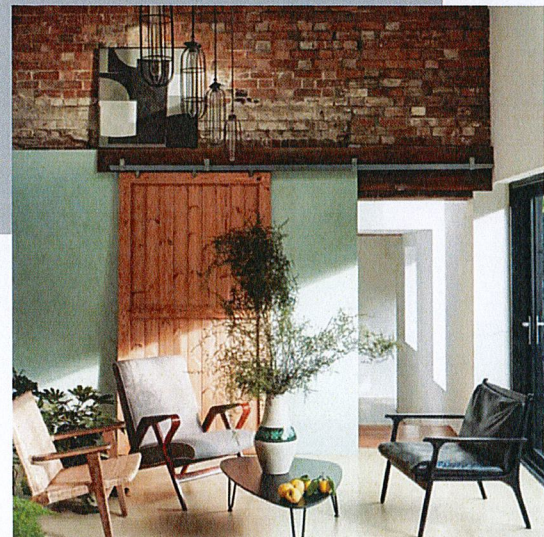
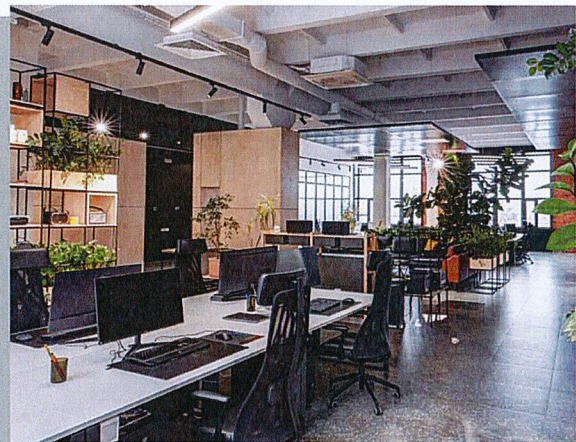


Potential Floor Plan



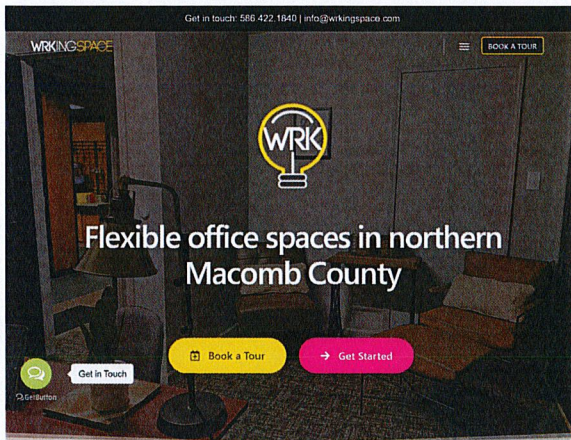
WRKINGSPACE

Inspiration Ideas



WRKINGSPACE

Website WRKingSpace.com



Features

- CLIENTS WELCOME**
Front door street access for your clients and visitors. A waiting room to sit in and plenty of space to network.
- BUSINESS CLASS INTERNET**
High speed business class Wi-Fi with dedicated networks for shared and private users.
- HANDICAP ACCESS**
Full handicap access to waiting room, collaboration areas, bathrooms, and kitchen. Handicap parking available.
- PLENTIFUL PARKING**
Plenty of places to park your ride from street parking to a lot right next to our building.
- KITCHEN + BEVERAGES**
Full kitchen usage with fridge, microwave, plenty of cabinet storage, and eating areas. Coffee and fresh drinking water included.
- COLLABORATIVE SPACES**
Whether you decide on a private office, dedicated desk, or flexible space option you have full use of our collaborative areas.
- EVENT / MEETING SPACE**
Dedicated Office and Desk members can book the coworking / event space after hours weekdays and on weekends.

Choose from dedicated offices or flexible spaces.

Book a tour to see what we have to offer.

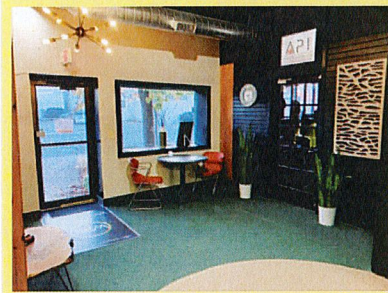
- Experience Collaboration**
Private office or flexible space. Either way, you have use of all our open spaces.
- Work with Ease**
No long term commitments, no utilities, no maintenance, just month to month simplicity.
- Great Community**
Stroll through quaint downtown Armada, visit the local small town shops and restaurants.



Pricing

FLEX SPACE WORKWEEK	DEDICATED DESK FULL ACCESS	PRIVATE OFFICE FULL ACCESS
\$45+ / month	\$225 / month	\$325+ / month
<ul style="list-style-type: none"> + Shared Space / Coworking + 8am-5pm Weekday Access + Use of Open Areas + High-speed Wifi + Special Student Pricing + Use of amenities (Features Above) 	<ul style="list-style-type: none"> + Dedicated desk + Shared Locking Room + Available Locking Storage + 24 Hour access including Weekends + Use of Open Areas + Business Wifi + Use of amenities (Features Above) 	<ul style="list-style-type: none"> + Dedicated Office + Private Locking Room + 24 Hour access including Weekends + 24/7 Fed Ex & UPS Deliveries + Use of Open Areas + Business Wifi + Use of amenities (Features Above)
SEE PACKAGES	GET STARTED	VIEW OFFICES

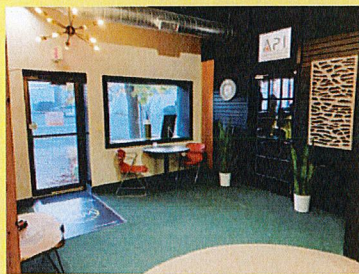
WRKINGSPACE



ABOUT OUR OFFICES...

Our Private offices are available for short term or long term usage. We don't make you sign a long term commitment, but that doesn't mean you can't stay as long as you want. With 24/7 access you can come and go as you please. Evenings and weekends, Private office members can also book our open area for meetings or networking. All located right in a quiet walkable small town!

[BOOK A TOUR](#)



ABOUT OUR COWORKING...

Our Coworking Memberships are available for short term or long term usage. We don't make you sign a long term commitment, but that doesn't mean you can't stay as long as you want. Flex space members get 1 to 5 workweek days of access to come and go as you please. Upgrade to 24/7 access with a dedicated desk! Cafes, restaurants, banking, and shops within walking distance. Flex Day pass for drop-ins available as well.

[BOOK A TOUR](#)

Handicap accessibility option for stairs

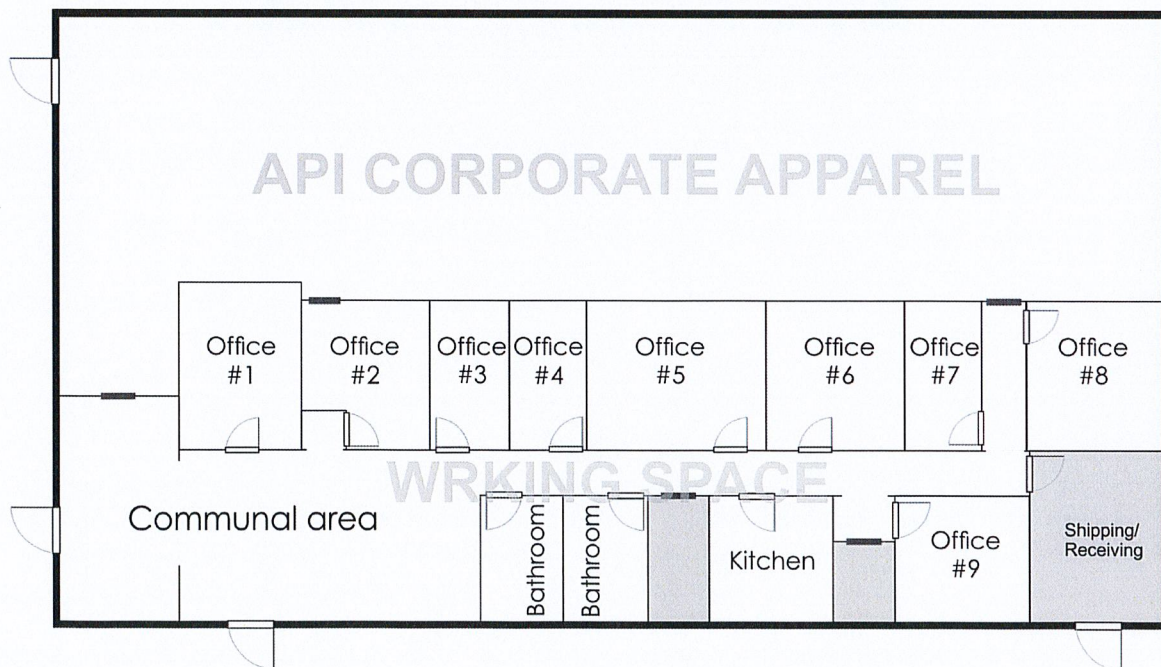


Parking Thoughts

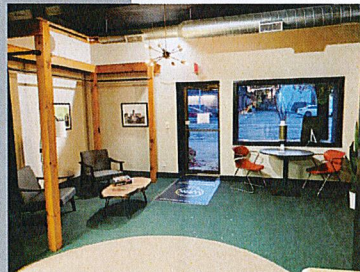
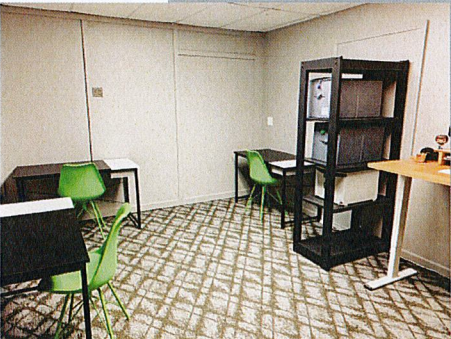
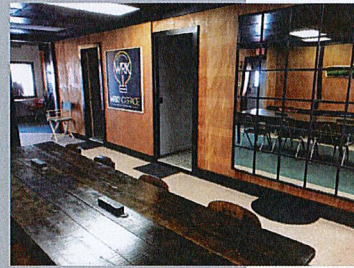
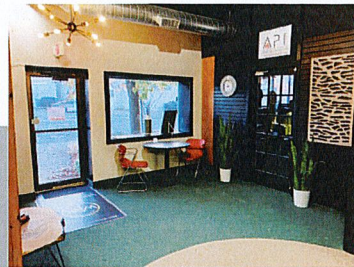
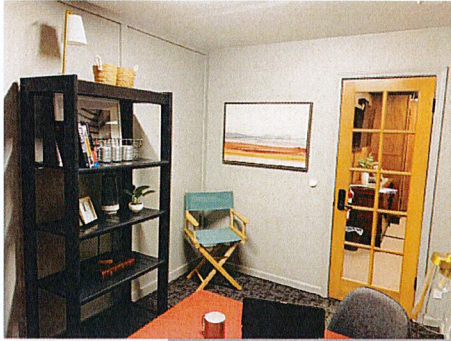


WRKINGSPACE

Armada WRKing Space Location



WRKINGSPACE





Membership Agreement

Sample of Armada Location

WRKing Space offers a shared, community-driven workspace for location-independent workers. It exists because of you and for you. As a member, you will not just be a customer of WRKing Space; you'll be an active part of what WRKing Space is and does for you and for others.

Membership Features

Below are some, but not all, of the benefits members receive as part of their membership:

All Memberships

- Access to high-speed wireless internet
- Use of all common areas
- Access to the space during normal operating hours for work week memberships (8:00am-5:00pm Monday thru Friday for flexible spaces, and 24/7 for dedicated desks and private offices.)

Flex Day (\$19/day)

People interested in dropping in for the day can do so for a day rate, provided there is sufficient space. Contact us ahead of time for availability at info@wrkingspace.com.

Flex Space - Light - 2 Work Days (\$75/month)

- Access up to two days, 8am-6pm, M-F per calendar week
- Discount on additional days (\$15 per additional day)

Flex Space - Work Week (\$150/month)

- Access up to five work week days, 8am-6pm, M-F per calendar week
- Discount on additional days (\$15 per additional day)

Dedicated Desk - Shared Space (\$225/month)

- Access to extended hours 7 days per week
- Lockable shared space, private lockable storage
- Limited use of meeting / event areas (evenings and weekends)



Private Office # (\$___/month)

- Access 24 hour access, 7 days per week
- Dedicated Lockable Office
- Use our address to receive UPS and Fed-ex shipments 24/7
- Limited use of meeting / event areas (evenings and weekends)

Payment Terms & Options

The following outlines how payments are handled:

Dates

- All membership payments are due on the first business day of each month.
- WRKING Space 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 Credit. Invoice will be emailed monthly.

Choose A Membership Level

Please indicate the quantity of memberships, if applicable.

___ Flex Space Light Membership (\$75/month)

___ Flex Space Work Week Membership (\$150/month)

___ Dedicated Desk (\$225/month)

___ Dedicated Office # ___

I have paid \$___ in advance, which includes 50% of one month as a refundable security deposit and ___ months of membership..

Membership will commence _____



Terms of Use

Our community space works because we all commit to making it work together.

It's important that you read these terms carefully to understand your rights and protections, as well as ours. Please contact us at info@wrkingspace.com if you have questions regarding this TOU.

1. Acceptance of Terms.

The services WRKING Space, LLC ("WRKING Space") 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").

WRKING Space reserves the right to update the TOU at any time. WRKING Space 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.

2. Description of Services.

WRKING Space may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services as WRKING Space 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 by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any WRKING Space server, or the network(s) connected to any WRKING Space 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 WRKING Space 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, 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 WRKing Space Services;
- 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;
- 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. WRKing Space reserves the right at all times to disclose any information about you, your participation in and use of the Services as WRKing Space 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 WRKing Space'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 WRKING Space, or any participant or user of the Services or any employee, affiliate, or agent thereof, that 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 WRKING Space, any analyses, compilations, studies or other documents prepared by WRKING Space 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 WRKING Space, or any participant or user of the Services.
- c. All Confidential Information remains the sole and exclusive property of WRKING Space 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 WRKING Space, 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 WRKING Space 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, WRKING Space 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, 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 WRKing Space 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 WRKing Space, and even if WRKing Space 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 WRKING Space 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.

11. Termination.

WRKing Space reserves the right to terminate any Service at any time. WRKING Space 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 WRKing Space and WRKING Space's 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 WRKing Space 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.

WRKing Space will carry General Liability 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 WRKING Space.

16. Fee Increases

We may increase the membership fee at our discretion. We will inform you of any increase no later than 60 days prior to the effective date of the increase. You will pay the new amounts as of and after that date.

17. Facility Use

17.1 Care and Maintenance

We will maintain the Facility and the equipment made available to you in good condition and repair. You will use due care at the Facility and any workspace you use. You will keep your workspace clean and in good order, and use it in compliance with any policies or guidelines we give you. You will let us know promptly if you or others damage the Facility or any workspace, and you will cooperate with us to repair the damage if necessary.

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17.2 No Animals

No animals are permitted in the Facility for any reason, with the exception of service and therapy dogs.

17.3 Compliance with Laws and Client Policies

You will comply with all applicable laws applicable including, without limitation, laws relating to fire safety and materials use, public health, mail or wire fraud, and any other Client policies or guidelines.

17.5 Media Release

We may film, tape, photograph, interview, and otherwise document the coworking or meeting, event, and spaces in the Facility. We'll make reasonable efforts to notify you in advance if these materials will include you, your guests, or your workspace.

17.6 Common Areas

You have access to the common areas in the Facility, including bathrooms and communal kitchen. We ask you to use these common areas in a respectful manner, including helping to keep them clean and ready for use by others.

17.7 Noise

You acknowledge that the Facility is located within a multi-tenant complex. You will maintain a reasonable volume and will reduce your volume at our instruction.

17.8 Conduct

You will be responsible for your own conduct and your guests' conduct. You will ensure that you and your guests:

- a. not use drugs, smoke, or vape in the Facility or within 25 feet of the building entrance
- b. not engage in violence of any kind in the Facility
- c. not bring firearms, other weapons, or illegal substances of any kind into the Facility
- d. not engage in conduct deemed disorderly at the sole discretion of Client staff and use the Facility in a considerate manner at all times.

Signature requirement on next page