

Hosting & Services Agreement

This Hosting & Services (“Agreement”) between BlikkenHut.com LLC, a Virginia company located at 735 Chestnut Lane, Berryville VA 22611 (“BH”) and [REDACTED], located at [REDACTED] (“Member”) enters into this Agreement on the date of signature below (“Effective Date”). BH and Member may be referred to individually as Party or collectively as Parties during this Agreement.

Whereas Member wishes to avail itself of BH’s business platform in order to book online, and solicit bookings, events, or communications from users of BH’s platform; and

Whereas BH engages in the business of listing, connecting, and facilitating its members being able to book and utilize space of various companies including its own;

The Parties agree to be bound by the terms of this Agreement.

I. Independent Nature of the Parties

- a. The Parties agree that each shall bear their own costs of compliance with this agreement and that this Agreement does not provide any ownership or control interest in the operations of the other;
- b. The Parties recognize that neither shall act as authorized agent for the other except for the scope delineated in this Agreement and that neither Party shall represent itself as having the power to bind or otherwise commit the other to an obligation without the express authorization of the other;
- c. “Member,” “Membership,” and “Membership services” as used in this Agreement, shall be understood between the Parties to be a statement of the Member’s service package, not a statement of intertwined relationships between the Parties.

II. Term

- a. The Term of this Agreement shall be in force from the Effective Date of this Agreement and for one year thereafter unless terminated earlier or as extended and amended by the Parties.
 - i. In the event that a Member's association with BH is time limited – such as with a singular event – then the time-limiting event shall operate as the expiration date of this Agreement.

III. Nature of BH's Services

- a. BH provides hosting and publication services for interested Members seeking to have their business featured on www.blikkenhut.com:
 - i. Physical Space Members – BH's members offering physical space may receive bookings through BH's website. Physical Space Members provide their availability which BH then provides on its website and allows guests to book physical space at the member location through BH's website.
 - ii. Event Members – BH's members hosting events may receive RSVPs or sell tickets through BH's website. Event members provide their availability for attendees to events and any relevant pricing information and guests may book through BH's website.
 - iii. Business Directory – BH's members seeking inclusion of their business on BH's business directory provide their business information for publication on BH's website.
- b. BH provides hosting and coworking membership services for interested Members seeking to book physical space at BH Coworking Space at 11 S Church Street, Berryville VA 22611.
- c. BH allows visitors, via BH's website, to book space or book tickets to events based on the listings on BH's site;
- d. BH may, from time to time, leverage its social media footprint (Facebook, Twitter, etc...), to promote member entities. BH's utilization of its media footprint under this Agreement is considered gratuitous and intended for informational purposes only. Additional marketing and sales services are available independently through JibForce LLC.
- e. The Parties shall separately agree on additional policies, terms of service and the handling of payments for any physical (coworking) space rental or events.
- f. BH offers payment processing and remission to Member for a handling fee of _____ N.A. _____
- g. BH does not vet or otherwise provide background checks on individuals who may book services or seats through BH's website and cannot make any representations concerning the same. Member shall be responsible for any requisite background checks or vetting.

IV. Schedule of Fees and Payments

- a. Membership dues are as follows and payable on a monthly basis:
 - i. Physical Space Members: __N.A.__
 - ii. Event Members: __N.A.____
 - iii. Business Directory Members: __included in VIP \$5/month__
 - iv. Coworking Space Members: __included in VIP \$5/month__
 - v. Payments shall be remitted via __blikkenhut.com____
 - vi. Payment shall be automatically deducted by BH via _____N.A._____.

- vii. In the event that a draw by BH is returned for insufficient funds or canceled by Member, BH shall terminate Member's membership services.

V. Representations and Warranties

- a. BH Represents that it is
 - i. Authorized and legally allowed to engage in the services offered under this Agreement;
- b. Member represents that it is
 - i. Legally authorized to offer the services that they seek publication on BH's platform(s) for;
 - ii. Not intending nor shall it engage in any activity or facilitate any activity prohibited under federal or state law as a result of its participation in this Agreement.
- c. BH provides no warranties, express or implied, under this Agreement except that it shall maintain compliance with all applicable laws and regulations concerning its business activities while this Agreement is in force. BH can provide no guarantee of profitability as a result of this Agreement.
- d. Member warrants that it shall maintain compliance with all applicable laws and regulations concerning its business activities while this Agreement is in force.

VI. Cancellations

- a. In the event that Member cancels a space or event rental, Member shall reimburse BH for any expenses associated with the cancellation.
- b. In the event that Member consistently and routinely cancels on bookings that were otherwise proper, BH may remove Member from its listings.

VII. Nondisclosure

- a. The Parties shall refrain from disclosure or dissemination of this Agreement and their relationship unless expressly granted in writing. Agents or third party consultants of either Party with a bona fide need to know the substance of this Agreement or the Support may receive such information provided they are subject to disclosure restrictions equal to or more restrictive than those contained in this Section VII.
- b. The Parties shall not disclose proprietary information of the other. Proprietary information is defined as business sensitive, financial, or marketing strategies and systems or any other information which a Party takes care to prevent from public disclosure.
- c. Information not defined as proprietary information is information which (i) was made known publicly by the originating Party; (ii) is disclosed by the originating Party without restriction; or (iii) is developed by a Party independently without reliance or utilization of anything obtained or made known pursuant to this Agreement.

- d. A Party may disclose proprietary information to a court of competent jurisdiction in the event that of a subpoena or legal command to do so. The Parties shall cooperate to assert any relevant privileges or protections prior to disclosure of such information. In the event of litigation between the Parties, the Parties may disclose such information only as necessary and relevant to such litigation.

VIII. Indemnity

- a. Member agrees to indemnify, hold harmless, and hold harmless BH from and against any loss, cost, or damage of any kind arising out of its breach of this Agreement. Member shall further indemnify BH from claims as made by third parties arising from Member's association with BH pursuant to this Agreement.

IX. Limitation of Liability

- a. Liability under this Agreement shall not exceed the aggregate of the amounts generated by virtue of this Agreement – meaning that Member shall not be liable for more than it has made under this agreement.
 - i. This limitation of liability shall not apply to cap any special damages, civil cases concerning wrongful death or personal injury, third party liability, or indemnity obligations.

X. Insurances and Bonding

- a. BH requires that the following minimum insurances are on hand for all events:
 - i. Physical (Coworking) Space Members:
 - 1. No less than \$1,000,000
 - ii. Event Members:
 - 1. No less than \$1,000,000
 - iii. Business Directory Members:
 - 1. No insurance requirement.

XI. Intellectual Property and Licensing

- a. All intellectual property provided by Member shall be free from claims of ownership or infringement by third parties.
- b. Member shall provide to BH an unlimited license to the utilization of intellectual property of Member in order to publish Member's business, property, or event on its website. All copy and images shall remain the property of Member and shall be removed upon Member's termination of this Agreement.

XII. Termination

- a. Either Party may terminate this Agreement upon thirty days ("30") written notice to the other.
- b. In the event of a material breach of either member, defined as a breach of Section III, Section IV(b), a bankruptcy filing by either Party, or failure to remit any amounts which may be due and owed under this Agreement, the

non-breaching Party shall be entitled to termination of this Agreement immediately upon written notice.

XIII. Disputes

- a. Disputes arising under this Agreement between the Parties shall be submitted first to the authorized representatives of the Parties to this Agreement for resolution. Failing amicable resolution between the Parties, the dispute shall be submitted to the Circuit Court of Clarke County in Berryville, Virginia.
- b. The Parties agree to submit to the laws of the Commonwealth of Virginia irrespective of its conflict of laws rules.
- c. The Parties hereby waive trial by jury for any disputes arising from this Agreement.
- d. Each Party shall bear their own legal fees associated with resolution of any dispute between their Parties.

XIV. Notices

- a. For disputes and notices arising under this Agreement in accordance with Section XII, notice shall be deemed properly given if submitted to the following individuals via certified mail:

For BlikkenHut.com		For Company	
Name:	Rogan Miller Zimmerman, PLLC	Name:	
Address:	50 Catoctin Cir. NE Leesburg, VA 20176	Address:	

XV. Changes

- a. Changes to this Agreement shall not be effective unless they are reduced to writing and signed by the Parties.

XVI. Assignment

- a. This Agreement shall inure to the benefit of the Parties and shall not be assigned, sold, leased, or otherwise delegated without the written consent of the other Party. Such Party shall not be unreasonably withheld or conditioned.

XVII. Waiver

- a. Failure to exercise a remedy under this Agreement, in the event that a Party may be entitled to, shall not be construed as a waiver of a Party's right to such a remedy.

Having read and reviewed the foregoing and finding the terms acceptable, the Parties hereby agree to these as binding as of the date of signature below:

For BlikkenHut.com LLC

For Member

Signature

Signature

Name

Name

Title

Title

Date

Date

Terms of Service Coworking Space Agreement

Addendum to the Hosting & Services (“Agreement”) between BlikkenHut.com LLC, a Virginia company located at 735 Chestnut Lane, Berryville VA 22611 (“BH”) and [REDACTED], located at [REDACTED] (“Member”) entered on the date of [REDACTED] (“Effective Date”).

Whereas Member is seeking to rent physical coworking space at the communal space BH is making available at the following address: 11 S Church Street, Berryville VA 22611.

Article 1 - COWORKING SPACE MEMBERSHIP SERVICES:

The Coworking Space Membership Services will generally refer to the following services we offer:

1. Access to the Coworking Space. The Coworking Space is available at the days and times as stated on the website, subject to you making appropriate reservations and acknowledging that the actual spaces to be used may vary.
2. Maintenance and upkeep of the Coworking Space.
3. Use of certain equipment, workstations, furnishings, or office supplies in the Coworking Space, as will be described to you upon your first visit; we reserve the right to alter any or all of these items provided the underlying use does not change.
4. Use of basic amenities at the Coworking Space, such as air conditioning, heating, electricity, perhaps including shared kitchen space and shared kitchen appliances; if kitchen facilities are provided, you agree to keep the Coworking Space clean and orderly, including regular trash and food.
5. Use of Internet service at the Coworking Space
6. The ability to sign up for additional services through the Website.
7. You may also be able to use the Coworking Space as follows:
 - To rent “On Display” space, subject to additional fees

The Coworking Space Membership Services may vary and certain Coworking Space Membership Services may be subject to additional fees. The Coworking Space Membership Services do not include any services offered by third-parties.

Article 2 - COWORKING SPACE MEMBERSHIP FEES

Your monthly Coworking Space Membership fee is ___included in VIP \$5/month_____. You may cancel your membership with 30 days notice provided to blikkenhut.com LLC. Upon returning the signed Terms Of Service Coworking Space Agreement as well as a signed copy of the Hosting & Services Agreement to which this agreement is an addendum to, you will receive a login to our book online page on our website so you will be able to purchase and book the Coworking Space online, as needed.

Once we receive your first rental fee payment, we will provide you with your access key code to the facility. In case of a one time rental package the access code to the facility will only be valid for the day(s) of your booking.

Your Coworking Space Membership fee includes the monthly rental fee of 11 S Church Street on ___N.A.__(day of week) from __N.A.__(time) until ___N.A.__(time), for which you will not have to make any online reservations.

Your Coworking Space Membership fee includes the monthly rental fee of On Display ___N.A._____, for which you will not have to make any online reservations. We will also provide you regular access to the space at no cost to you to refresh/restock your space. You will receive a ___N.A.____discount on additional rental fees when you book online at <https://www.blikkenhut.com>.

Discount and custom flat rate monthly rental/pricing plans are available at an additional cost.

Article 3 - DAMAGES:

If you or any of your guests damage or remove any property at the Coworking Space, you will be held personally liable, including charges incurred to repair or replace property or items.

Article 4 - STORAGE:

You are not permitted to store items of personal property at the Coworking Space, unless otherwise agreed upon. We are not liable for any loss of or damage to items left at the Coworking Space. If there are personal items left at the Coworking Space, we may dispose of them and are under no obligation to provide you with notice of disposal. You waive any claims you may have regarding any personal items.

Article 5 - THIRD-PARTY ACTIONS:

Please be advised that we are not responsible for the actions of other Members or their guests. We assume no responsibility or obligation regarding any disputes which may take place between our Members or guests. You explicitly agree to hold blikkenhut.com LLC harmless regarding any damage that may arise out of other members' or their guests' conduct.

Article 6 - NO EXPECTATION OF PRIVACY:

You acknowledge and agree that you may not have any expectation of privacy when you are using the internet and telecommunications systems at our Coworking Space.

Article 7 - AMENDMENTS:

We may, from time to time and at any time modify this Agreement. You agree that we have the right to do so, including revising anything contained herein. All modifications to this Agreement are in full force and effect immediately upon posting on our website, which posting shall constitute "notice" of any such changes. All modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

You agree to routinely monitor this Agreement on the Website to note modifications or variations. We might also change the scope of the Membership Services.

Article 8 - IDENTITY AND AGE RESTRICTIONS:

When you sign up for Membership, you will be required to provide government-issued identification.

Article 9 - CREDENTIALS:

As part of your Membership Services, you may be required to set up specific access information for the Coworking Space, such as a username and password. You may also receive an access device, like an electronic access pass. You are responsible for ensuring the safety and security of your access information or device. You must not share the access information or device with any third party. If you discover that the access information or device has been compromised, you agree that you will notify us immediately. If you share any access information with any others, your membership may be terminated immediately.

Article 10 - AUTHORIZED USERS:

A company may become a Member and have authorized users. If you are a company Member, you must inform us of the name of your company as well as the authorized users of the Membership Services. We are not responsible for any unauthorized access to your company account. Additionally you agree to be personally liable for any amounts due to blikkenhut.com LLC.

Article 11 - PAYMENT OF FEES:

Fees shall be paid via the following methods: Direct ACH Payment, Check payable to blikkenhut.com llc or via payment of a monthly recurring invoice, which you can pay online at blikkenhut.com.

We will be available at the following address: Info@blikkenhut.com

No holidays, special events, or weekends will excuse your obligation to pay timely Fees as described by this Agreement.

Article 12 - ACCEPTABLE USE :

The purpose of the Coworking Space is to allow Member the opportunity to have access to commercial real estate space and to utilize internet access but to do so in a civically responsible fashion. To that end, Member agrees to use the Coworking Space and all its available amenities, including access to high speed internet, in a mature and non-offensive manner. While BH does not monitor such uses, we expect that you will not engage in action that could be perceived as harassment, threats, or obscene. BH is the sole arbiter of what is and is not acceptable and reserves the right to terminate this agreement for any, or no, stated reason. There shall be no appeal to that decision; the only recourse you have is a refund of unused time. Smoking in the Coworking Space is not allowed.

UNDER NO CIRCUMSTANCES ARE FIREARMS PERMITTED IN THE PREMISES. IF YOU ARE FOUND TO HAVE CARRIED SUCH A WEAPON INTO THE BUILDING YOUR CONTRACT WILL BE IMMEDIATELY TERMINATED.

Article 13 - TERM:

The term of this Agreement ("term") shall begin from the Effective Date and continue until terminated by either of the Parties as described in the Article describing Termination.

Article 14 - TERMINATION:

If either the Hosting & Services Agreement or the Terms of Service Coworking Space Agreement is terminated, you agree to pay us all Fees incurred prior to the date of termination, regardless of which party terminated or why. You are only excused from paying Fees if we cease service. If you do not provide 30 days' notice before termination, you will be held liable for fees owed through the end of the month following the month of your termination.

Any termination under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement that is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Finally you agree to be responsible for a 20% late fee that will be charged each month that you have an outstanding balance owed.

Article 15 - FORCE MAJEURE:

We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

NOTE: PER ARTICLE 8, PLEASE ATTACH A PHOTOCOPY OF YOUR GOVERNMENT ISSUED IDENTIFICATION

Having read and reviewed the foregoing and finding the terms acceptable, the Parties hereby agree to these as binding as of the date of signature below:

For BlikkenHut.com LLC

For Member

Signature

Signature

Name

Name

Title

Title

Date

Date

Member Email: _____

Member Phone Number: _____