

The Strother Room | Work Lounge
FREEDOM PASS USER AGREEMENT

IMPORTANT! PLEASE READ CAREFULLY. THIS IS A CONTRACT. BY ACCEPTING THIS FREEDOM PASS USER AGREEMENT, YOU ACCEPT ALL TERMS AND CONDITIONS HEREIN, AND THIS FREEDOM PASS USER AGREEMENT WILL BE A VALID AND LEGALLY BINDING DOCUMENT BETWEEN YOU AND US.

This Freedom Pass User Agreement (“Agreement”) is made and entered into as of today, by and between STROTHER ENTERTAINMENT GROUP, INC. dba The Strother Room (“Owner”, “We”, “Us”), located at 310 SW Main Street, Lee’s Summit MO 64063 and YOU (“User”, “You”, “Your”).

WHEREAS, Owner is in the business of operating remote shared workspace/lounge at 310 SW Main Street, Lee’s Summit MO 64063 (“Facility”), providing access to the Facility (“Access”) for private use of individual workstations within the Facility (“Use”, “Usage”) for conducting business activities (“Purpose”) and makes available certain resources, services, amenities, and incidental provisions therein (“Benefits”).

FUTHERMORE, Owner normally requires prior reservation and upfront payment to access and use the Facility.

HOWEVER, User desires to bypass the normal reservation process to access and use the Facility and to be billed monthly instead of paying upfront for each use.

THEREFORE, the purpose of this agreement is to allow User access and use of the Facility without making a prior reservation and to be billed monthly for said use of the Facility.

SO, in consideration of the promises and other good and valuable consideration set forth herein, the parties agree as follows:

I. The Definitions

In addition to the terms and conditions herein, the following definitions apply:

1.1 “Freedom Pass” means the method of accessing the Facility without having to make a prior reservation and receiving an accumulated monthly usage bill instead of paying upfront for each use of the Facility.

1.1.1 “Pro” is the base-level account option. Pro Pass holders have access to the Facility Monday thru Friday, 8am to 5pm.

1.1.2 “Premium” is the mid-level account option with added benefits. Premium Pass holders have access to the Facility Monday thru Friday, 8am to 5pm. Premium accounts include a balcony pass.

- 1.1.3 “Premiere”** is the top-level account option with added benefits. Premiere Pass holders have access to the Facility Monday thru Friday, 7am to 5pm. Premiere accounts include a balcony pass, one drink credit per visit (\$9 value), and one conference room credit per month (\$129 value). Drink credits to be redeemed during same visit. Conference room credits expire every 30 days and cannot be transferred to another party or redeemed for cash.
- 1.2 “User Account”** means the Freedom Pass account Users register that includes the Users name, account password, contact and billing information, and other related information that connects the User to the associated resources, services, amenities, and incidental provisions that come with Freedom Pass.
- 1.3 “Setup Fee”** means the setup fee paid by you to cover the cost of setting up your Freedom Pass User Account.
- 1.4 “Access Charge”** means the fee charged to your user account each time you use your Freedom Pass to access the Facility.
- 1.5 “Access Control System”** means the system We use to monitor, manage, log, and report Facility access activity by Users.
- 1.6 “Access Event”** means an individual log of Facility access activity by a User.
- 1.7 “Access Report”** means the monthly accumulated list of Access Events logged by the Access Control System from which Access Charges will be determined.
- 1.8 “Billing Period”** means the first day to the last day of a given month.
- 1.9 “ACH Debit”** means a debit directly from a User’s personal savings, personal checking, or business checking account using the Automated Clearing House network.
- 1.10 “Payment Due Date”** means the date on which ACH or credit card debits will take place, (typically the 10th of each month).

II. The Freedom Pass

- 2.1 User Account.** You must open and maintain a User Account to use Freedom Pass. As a User you agree to provide, and keep updated, the following information:
- a. **Full Name**
 - b. **Current Address**
 - c. **Email**
 - d. **Phone**
 - e. **Photo ID**
 - f. **Payment Information**
 - a. **Credit/Debit Card or Bank Account Information (ACH Debit)**
 - 2.1.1** Freedom Pass and the associated User Account is to be used only by the User. User Account will be terminated if User allows use by anyone else.
 - 2.1.2** Freedom Pass and the associated User Account are non-transferable.
- 2.2 Setup Fee.** The Setup fee is **\$99**. It is non-refundable.
- 2.2.1** Setup Fee is paid online with credit/debit card following User Account setup.
 - 2.2.2** Once Setup Fee is paid, your Freedom Pass will be activated and you can access the Facility.
- 2.3 Access Charge.** The Access Charge will be assessed for each Access Event.

2.3.1 If you access the Facility multiple times in a single day, you will only be charged for the initial Access Event.

2.3.1.1 “Pro” Access Charge. The Access Charge for a Pro Pass Account is \$19.

2.3.1.2 “Premium” Access Charge. The Access Charge for a Premium Pass Account is \$29.

2.3.1.3 “Premiere” Access Charge. The Access Charge for a Premiere Pass Account is \$39.

2.4 Access Control System App. User must download KISI app on their phone. This is the application We use for access control and access reports.

2.4.1 KISI app requires phone GPS to be “ON” in order to access the Facility.

2.4.2 We are not liable for KISI app performance failure or access report discrepancies.

2.5 Entry Report. We will run a monthly Entry Report for the previous Billing Period from which Access Events will be tallied and the corresponding Access Charge total will be billed to you.

2.5.1 Entry Reports will be available upon request. Send your request to us at shsh@thestrotherroom.com.

2.6 Workstation Availability. Freedom Pass provides access to the Facility but it **does not guarantee workstation availability**. YOU WILL BE CHARGED FOR AN ACCESS EVENT WHETHER A WORKSTATION IS AVAILABLE OR NOT. We strongly recommend checking workstation availability prior to your arrival by texting “FREE CHECK” to 816-327-7474.

2.7 Billing Statement. A monthly billing statement with the Access Charge total from the previous Billing Period will be sent to you via email within the first 7 days of each month.

2.8 Credit Card or ACH Debit. Monthly Access Charges will be automatically debited either from the User’s credit card on file or the bank account on file via ACH (Automated Clearing House).

2.8.1 Payment Due Date is the **10th of each month** following the Billing Period. Debits will automatically come out on this date.

2.8.2 We will notify you at least 72 hours in advance of debits.

2.8.3 In the event your payment is declined, we will attempt to contact you to resolve the issue. If payment goes unpaid for more than 48 hours, your Freedom Pass and the associated User Account will be suspended until payment is received in full.

2.9 Billing Error/Dispute. Contact immediately if there is a billing error or if you wish to file a billing dispute. Email us at shsh@thestrotherroom.com.

2.10 Cancellation. You can cancel your Freedom Pass and close your User Account at any time. Any/all Access Charges accumulated up to the time of cancellation will be billed and payment will be debited as per this agreement.

2.10.1 To cancel your Freedom Pass and close your User Account, email us at shsh@thestrotherroom.com.

III. The Facility

3.1 Business Hours. The Facility's regular business hours are:

Monday – Friday

8:00am to 5:00pm

3.2.1 Premiere Pass holders access hours are:

Monday – Friday

7:00am to 5:00pm

3.3 Accessibility. The Facility is located on the second floor of a building with no elevator. The only access to the Facility is via an outdoor stairway. Accessibility is limited.

3.4 “Communal” vs. “Controlled” Areas. The Facility consists of *communal* and *controlled* areas. Users will have access to *communal* areas which include the vestibule, kitchenette, bathroom, printer station, and shared workspace/lounge. Users will NOT have access to *controlled* areas of the Facility, including the walk-in humidor, barkeep service area, conference room, and outdoor balcony, without prior approval, account access, and/or paying the applicable fees/rental rates associated with said controlled areas.

3.5 Outdoor Balcony. The Facility's outdoor balcony is the designated smoking area. Access is limited to Users with a “Balcony Pass”. A balcony pass can be purchased online www.TheStrotherRoom.com/extras.

3.6 Personal Effects. Due to the nature of operations within the Facility, we strongly encourage you to remove all personal effects, including personal property, paperwork, office supplies, etc., from the workstation at the end of each day. Although we want to make our workspace/lounge and your workstation a home away from home, we cannot guarantee the safety and security of personal effects. As a courtesy, we will collect any personal effects left out in the Facility at the end of each day. If said personal effects are not claimed, they will be discarded after 30 days. Storage lockers are available for rent.

3.7 Incidentals. Incidental wares and goods may be included as part of the benefits associated use of the Facility. Although we may change the brand or variety of incidentals made available, and we do not always guarantee their availability, these may include coffee and/or refreshments and/or liquor. We also store and display similar wares and goods throughout the Facility that are NOT included as incidentals. These wares and goods are property of the Facility and are marked accordingly. You are not allowed to handle or consume any such wares and goods; such wares and goods are not associated with any Users' occupancy and are sole property of the Facility. Any violation, and you will be asked to vacate the Facility without refund.

3.8 Wi-Fi & Internet Access. You will have access to and use of our Wi-Fi and internet while using the Facility.

(Disclaimer: Internet Policy – We make no representations whatsoever as to the security of the internet, wired or wireless telecommunications systems, or hosting services provided as part of the Benefits, or of any data or communications system or any information that you send through or place on it, and you should have no expectation of privacy with respect to such systems. We are not responsible for any loss of data, information, business, goodwill or otherwise because of such interruptions. You are responsible to protect your own computers,

devices and data, information, business and goodwill from damage or interference, including but not limited to viruses or malware. You agree to abide by the terms of our Internet and Privacy Policy (see below). We may amend or change the terms of the Internet Policy at any time. If we suspect you have violated the Internet Policy, we will investigate and may institute legal action, immediately deactivate your membership without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators, and you agree to reasonably cooperate with us in all such actions. You agree to indemnify The Strother Room for any damages to our infrastructure or business caused by your violation of the Internet Policy.)

- 3.9 Printing & Copying.** You will have access to and use of our printer, print station and the supplies made available therein to print, copy, and scan documents.
- 3.10 No Representations.** You acknowledge that we are not making any representations, warranties, promises, or guarantees of any kind about the quality, condition, or suitability of the Facility for your occupancy and/or purpose. We will make the Facility and workstation available to you strictly in its present “as-is” and “with all faults” condition.
- 3.11 License Not Lease.** You acknowledge that your right to access the Facility, occupy a workstation, and enjoy the benefits associated are all a revocable license only and do not constitute a grant of any ownership, leasehold, easement, or other property interest in any of our property or the property of our landlord.

IV. The Expectation

- 4.1** Users agree that their use of the Facility will comply with all statutes, ordinances, rules, and regulations issued by federal, state and municipal governments, including all rules of the local police and fire departments and the City of Lee’s Summit. Users agree to obtain or collect and to pay and deliver to the proper governmental agency any and all license fees, permits, royalties and taxes required in connection with the use of the Facility (if needed).
- 4.2** Users agree to conduct themselves in a manner that is respectful and courteous of others and the Facility.
- 4.3** Users agree to maintain their voice and any other audible sounds at a reasonable level and, if asked by us or anyone else in the Facility, that you will respectfully reduce the level without contention.
- 4.4** Users agree not to bring into the Facility any material, substance, equipment, or object that is likely to endanger the life of or cause bodily injury to any person or property or which is likely to be a hazard.

USERS WHO REFUSE TO ABIDE BY THESE RULES WILL BE ASKED TO EXIT THE FACILITY WITHOUT REFUND.

V. The Other Stuff

- 5.1 Assumption Of Risk.** User acknowledges that their use of the Facility may present certain risks to themselves, and they knowingly, willingly and voluntarily assumes any and all risks associated therewith, whether known or unknown, foreseeable or unforeseeable, specifically including but without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which arise by any means, including, without

limitation: acts, omissions, recommendations or advice given by Owner or its agents, employees, or other persons or entities affiliated with the Facility; participation in inherently dangerous activities, latent or apparent defects or conditions in the Facility; weather or other natural conditions; human error; their own and/or other Users' physical and/or mental condition; their own and/or other Users' acts or omissions; first-aid, emergency treatment or other services rendered to them and/or other Users.

- 5.2 Loss, Theft, Or Damage.** We will not be responsible for the loss, theft, or damage of any personal effects, equipment, supplies, or other property belonging to you. You assume the risk of all such losses. Equally, you will be responsible for all damage to or thefts from the Facility caused by you. We will invoice you for the cost to repair damage or replace items.
- 5.3 Waiver And Release.** User knowingly, willingly and voluntarily releases, discharges and relinquishes any and all claims, actions and lawsuits of any kind against Owner, and its related and affiliated companies, licensees, sponsors, successors and assigns, and its employees, agents, contractors, partners, representatives and members, related to or arising from User's use of the Facility (excluding claims for breach or alleged breach of Owner's indemnifying representation, warranties or agreements made herein). User will, as condition for entering the Facility, cause each of the Facility's attendees and Users to agree to the same and indemnify and hold Owner harmless for any and all liability and damages (including, without limitation, reasonable attorneys' fees) that Owner might suffer from any claim made by User related to or arising from such User's use of the Facility.
- 5.4 Indemnification.** Except as otherwise provided herein, Owner and User agree to indemnify and hold one another harmless for any and all liability and damages (including, without limitation, reasonable attorneys' fees) the other party hereto may suffer as a result of any and all claims, damages, costs or judgments for personal injury, property losses or property damages incurred or suffered by or threatened against the other party in connection with any claim brought by or on behalf of any third party, person, firm or corporation (including either User's or Owner's employees) as a result of or in connection with the Facility, provided that such claims result from the breach or alleged breach of the indemnifying party's warranties, representations or agreements herein.
- 5.5 Miscellaneous.**
- 5.5.1** If any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.
 - 5.5.2** This Agreement is not assignable or transferable by either party, in whole or in part, without the prior written consent of the non-assigning party.
 - 5.5.3** This Agreement constitutes the entire agreement between the parties hereto with respect to the specific subject matter hereof and supersedes all prior agreements or understandings of any kind with respect to the specific subject matter hereof.
 - 5.5.4** Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be void.
 - 5.5.5** This Agreement shall be governed in accordance with the laws of the State of Missouri, applicable to agreements to be wholly performed therein.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE FOREGOING FREEDOM PASS USER AGREEMENT AND UNDERSTAND IT. BY ACCEPTING THIS FREEDOM PASS USER AGREEMENT, YOU CERTIFY THAT YOU HAVE READ THIS AGREEMENT, AND YOU CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

ACH PAYMENT AUTHORIZATION FORM

You authorize us to charge your checking/savings account so long as your *Freedom Pass* User Account is active. You will be charged on the 10th of each month the full amount indicated on each *Freedom Pass* billing statement. The charge will appear on your bank statement as an “ACH Debit”. You will only receive one notice from us at least 72 hours prior to the payment being collected.

I _____ authorize **Strother Entertainment Group, Inc.** to charge my bank account the amount due on the 10th of each month. This payment is for monthly Access Charges incurred by me as a *Freedom Pass* User at The Strother Room | Work Lounge.

Contact Information

Physical Address _____ City _____

State _____ Zip _____

Billing Address _____ City _____

State _____ Zip _____

Cell Phone # _____ Email _____

Bank Details

Personal Business

Checking Savings

Account Name _____ Bank Name _____

Account Number _____ Routing Number _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Strother Entertainment Group, Inc. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that Strother Entertainment Group, Inc. may at its discretion attempt to process the charge again within 30 days and agree to an additional \$25 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form and/or Freedom Pass User Agreement.

Signature _____ Date _____

CREDIT/DEBIT CARD PAYMENT AUTHORIZATION FORM

You authorize us to charge your credit/debit card so long as your *Freedom Pass* User Account is active. You will be charged on the 10th of each month the full amount indicated on each *Freedom Pass* billing statement. You will only receive one notice from us at least 72 hours prior to the payment being collected.

I _____ authorize **Strother Entertainment Group, Inc.** to charge my credit/debit card account the amount due on the 10th of each month. This payment is for monthly Access Charges incurred by me as a *Freedom Pass* User at The Strother Room | Work Lounge.

Type of Card Credit Debit

Card Issuer Visa Master Card Discover American Express

Billing Address _____ City _____

State _____ Zip _____

Cell Phone # _____ Email _____

Card Holder Name (as shown on card) _____

Card Number _____

Expiration Date (mm/yy) _____ CVC Code _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Strother Entertainment Group, Inc. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. In the case of a credit/debit card transaction being rejected for Non-Sufficient Funds (NSF) I understand that Strother Entertainment Group, Inc. may at its discretion attempt to process the charge again within 30 days and agree to an additional \$25 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of credit/debit transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit/debit card and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form and/or Freedom Pass User Agreement.

Signature _____ Date _____