
[Name of Member Company Applicant]

Date

In this Membership Agreement, the words “we,” “our” and “us,” refer to Pavilion Cowork Inc. and/or any affiliates of Pavilion Cowork Inc. or entities under common control with Pavilion Cowork Inc. (“**Pavilion**”) and its representatives and assignees and the words “you”, “your” and “Member” refer to the party electronically signing this Membership Agreement below along with each of your employees, contractors, agents, guests, invitees, successors and assigns, as applicable. The term “Membership Agreement” means the Basic Terms of Membership on the following pages, along with any Addenda, the Terms and Conditions, Community Rules and Regulations, the Pet Policy and the Privacy Policy, each of which are subject to change from time to time at our sole discretion. Capitalized terms used but not defined herein will have the meanings given to them in the Terms and Conditions.

By signing this Membership Agreement below, you or your company, as applicable, is entering into a legally binding agreement. Please ensure to review the entirety of the terms of this Membership Agreement carefully before signing below. Your signature is deemed to be your full and unconditional acknowledgement and agreement that you have reviewed and are in agreement with the terms of this Membership Agreement, any Addenda, the Terms and Conditions, the Community Rules and Regulations, the Pet Policy and the Privacy Policy. If you are accepting the terms of this Membership Agreement on behalf of your employer or another entity, you represent and warrant that: (i) you have legal authority to bind said party to the terms of this Membership Agreement, and (ii) you agree, on behalf of said party, to all of the terms of this Agreement.

- 1.1 **Application.** You hereby agree that in completing and signing this Membership Agreement, you are submitting an application to Pavilion for membership in the membership centre at the location specified in 1.5(b) (the “**Membership Centre**”) on the terms and conditions set out in this Membership Agreement.
- 1.2 **Permission.** You hereby grant permission for us to perform a credit check on you and you acknowledge that approval of your application and your access to the Membership Centre may be conditional upon receiving search results satisfactory to us.
- 1.3 **Membership Agreement.** Your membership will start once we approve your Membership Agreement. At that time this Membership Agreement shall form a binding membership agreement (this “**Agreement**”) between you and us on the terms and conditions set out in this Membership Agreement. The terms and conditions of this Membership Agreement will govern your membership with Pavilion and your use of the Membership Centre and related Services.
- 1.4 **For clarity and without derogating from any provision hereof, the term “Membership Agreement” shall be deemed to include the Basic Terms of Membership set out below, any Addenda, the Terms and Conditions, the Community Rules and Regulations, the Pet Policy and our Privacy Policy.**

1.5 **Basic Terms of Membership**

- (a) Member Company Name, Contact Name, and Contact Information:

Member Company Name:	
Designated Signatory Name:	
Address:	
City:	
Province or State:	
Postal Code:	
Country:	
Phone Number:	
Email:	
Billing Contact Name (if different from above):	
Billing Phone Number (if different from above):	
Billing Email (if different from above):	

- (b) Membership Centre: _____

Address: _____

Membership Centre Email: _____

Phone Number: _____

- (c) Membership Type (choose all that apply):

☐ Private Office / ☐ Dedicated Desk / ☐ Hot Desk / ☐ Virtual Office Membership /

☐ Flexible Office Subscription (See General Addendum) / ☐ Other (See General Addendum)

- (d) Number of Member Users: _____ All Member Users are to be identified on the Member Users List.

- (e) Start Date: _____ Move In Date: _____ Agreement Term: _____

- (f) Fees: Upon acceptance of this Membership Agreement, you hereby agree to be subject to and pay the fees set out below and such other administrative fees set out in this Membership Agreement, as may be established or amended from time to time under this Membership Agreement (collectively, “Fees”) plus applicable taxes.

- (i) **Membership Agreement Deposit.** Calculated as 2-month's Monthly Membership Fee plus 5%, amounts collected will be used as Damage/Loss deposit, returned in full upon Termination, subject to the terms hereof.

Membership Product Type	Quantity	Amount	Subtotal	Notes
TOTAL				Due at Signing

- (ii) **Deposits and Set-Up Fee's** all due at signing and subject to GST

- **Set-Up Fee:** A non-refundable set up fee of **\$100** per Member User is due at signing.
- **Private Office Key Deposit:** A refundable deposit of **\$100** per Private Office Key issued per Member User is required and due at signing.
- **Pavilion FOB Deposit:** A refundable deposit of **\$100 per Pavilion FOB issued per Member User** is required and due at signing.
- **Building Access Card Deposit:** A refundable deposit of **\$100** per Building Access Card issued per Member User is required and due at signing.
- **Early Move-In Fee:** If a Member User elects or is permitted to move in prior to the Start Date, a prorated Early Move-In Fee may apply based on the number of days between the Early Move-In Date and the License Start Date. This amount will be calculated based on the standard monthly License Fee and is due at signing.

- (iii) **Monthly Membership Fees (all fees subject to GST)**

Membership Product Type	Quantity	Amount	Subtotal	Notes
MONTHLY TOTAL				1st month Fees due at signing

The foregoing Basic Terms are approved by the parties. Each reference in this Membership Agreement to any of the Basic Terms will be construed to include the above provisions as well as all of the additional terms and conditions of the applicable sections of this Membership Agreement where such Basic Terms are more fully described.

Schedules

The following additional items and Addenda are incorporated into the Agreement and form an integral part thereof, and may be updated by Pavilion from time to time:

- (a) General Addendum
- (b) Credits and Additional Credit Fees & Additional Services Addendum
- (c) Pet Addendum, if applicable
- (d) Terms and Conditions - see here: <https://pavilioncowork.com/terms-and-conditions/>
- (e) Community Rules and Regulations – see here : <https://pavilioncowork.com/terms-and-conditions/>
- (f) Privacy Policy – see here: <https://pavilioncowork.com/terms-and-conditions/>

Paper copies of the Terms and Conditions, Community Rules and Regulations, Pet Policy and Privacy Policy will be provided upon request.

PAVILION COWORK INC.

Per: _____

NAME: _____

_____ **[MEMBER COMPANY NAME]**

Per: _____

NAME: _____

_____ **[CO-SIGNER NAME, IF APPLICABLE]**

Per: _____

NAME: _____

GENERAL ADDENDUM

CREDITS AND ADDITIONAL CREDIT FEES

INCLUDED CREDITS

Each Member Company receives Credits as set out below, included in its Monthly Membership Fee. Credits can be used towards booking of Meeting Rooms. Additional Credits may be purchased through the Pavilion Member App at the market rate per credit. Credits will correspond with the number of minutes a member may use Meeting Rooms as described in the Pavilion Member App or in the Community Rules and Regulations, as determined by us.

Membership Type	Credits per person
Private Office	2.0
Dedicated Desk	2.0
Hot Desk	2.0

ADDITIONAL SERVICES

Each Company is allocated 200 pages of black and white printing, and 40 pages of colour printing (any paper size) per month. Additional printing credits may be purchased.

Credits and Additional Services, as outlined above, are assigned on a per month basis and do not carry over if unused.

MEMBER USERS LIST

	<u>MEMBER USERS</u>	<u>EMAIL ADDRESS</u>	<u>PHONE NUMBER</u>	<u>TITLE</u>	<u>MISCELLANEOUS</u>
<u>1</u>					
<u>2</u>					
<u>3</u>					
<u>4</u>					
<u>5</u>					
<u>6</u>					
<u>7</u>					
<u>8</u>					
<u>9</u>					
<u>10</u>					
<u>11</u>					
<u>12</u>					
<u>13</u>					
<u>14</u>					
<u>15</u>					

	<u>MEMBER USERS</u>	<u>EMAIL ADDRESS</u>	<u>PHONE NUMBER</u>	<u>TITLE</u>	<u>MISCELLANEOUS</u>
<u>16</u>					
<u>17</u>					
<u>18</u>					
<u>19</u>					
<u>20</u>					
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Pre-Authorized Debit Agreement

- (a) You hereby authorize Pavilion, its payment processor, and the financial institution designated below to charge your designated credit card or draw down upon your designated bank account, by paper or electronic entry, on the due date for payment, for monthly regular recurring payments of Fees and one-time payments of Fees, from time to time, for all Fees and charges, plus applicable taxes, arising under this Agreement during the term of your membership. You hereby waive your right to receive pre-notification of the amount of each pre-authorized debit ("PAD") and agree that you do not require advance notice of the amount of PADs before the debit is processed. This PAD authorization will remain in effect until Pavilion has received written notification from you of its change or termination.
- (b) You agree to use your best efforts to provide us with prior written notice of changes to your credit card, banking information and/or your billing address, including cancellation or replacement thereof, at least 10 business days prior to the next scheduled debit and must provide all information necessary to transfer the billing to the new credit card or bank account.
- (c) Pavilion may assign this PAD authorization in any manner, for any reason and at any time, whether directly or indirectly, by operation of law, change of control or otherwise, upon 10 days prior written notice to you. You have certain recourse rights if any debit does not comply with this PAD agreement. To obtain more information on your right to cancel this PAD agreement or on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

PAYMENT INFORMATION: PRE-AUTHORIZED DEBIT OR CREDIT CARD		
Account Name:		
Account Number:		
Name of Financial Institution: Institution Number:		
Transit Number:		
Account Type:		
OR		
Credit Card Type:	Credit Card Number:	
Name on Credit Card:	Expiry Date:	
	CVV:	
Billing Address		

Hereby authorized as of _____ (date):

Signature: _____

Name: _____

