



Terms of Service

Updated Mar 28, 2024

These Terms of Service (“*Agreement*”) are provided by Monkey & Banana, LLC, doing business as All Hands Club (“*All Hands Club*” or “*we*” or “*us*”) regarding all members’ (each a “*Member*” or “*you*”) use of the co-working and event space located at 101 Smith Ranch Road St B, San Rafael, California (“*Premises*”).

1. *Membership.*

- a. *Membership Levels.* All Hands Club offers five types of use of the Premises: (i) Day Pass, (ii) Monthly Occasional Member, (iii) Monthly Unlimited Member, (iv) Quarterly Unlimited Member, and (v) Guest of Member Pass. The fees for the different membership levels are listed on the attached *Schedule A (“Membership Fee”)*.
- b. *Guests.* A Guest of a Member may only use the Premises once a month. If a Guest of a Member wishes to use the Premises more than once a month, they must pay a Membership Fee for a Day Pass, Occasional, or Unlimited Membership.
- c. *Membership List.* All Occasional and Unlimited Members will automatically be listed in the All Hands Club Membership Directory (“*Directory*”) which includes Members’ name and email addresses. If you do not want to be in the Directory, advise All Hands Club when signing up for a membership.

2. *Services & Benefits.*

- a. *Services.* In exchange for your Membership Fee, All Hands Club will provide you the services below during Regular Business Hours (“*Services*”).
 - i. Non-exclusive access to the Premises, according to your membership level;

- ii. Regular maintenance of the Premises, provided that All Hands Club is not responsible for damage exceeding normal wear and tear;
- iii. Furnishings for the Premises;
- iv. Access to and use of shared internet connection;
- v. Use of printers, copiers, scanners, and equipment made publicly available in the Premises;
- vi. Use of the phone booths in the Premises, subject to availability and reservations;
- vii. Opportunity to participate in Members-only events, benefits, and promotions;
- viii. Opportunity to invite guests to use the Premises via a Guest of a Member Pass.

Note that All Hands Club does not provide reserved desk space or other dedicated space for Members. The co-working area of the Premises is on a first-come-first-serve basis, as is the ability to make reservations for phone booths and events.

- b. *Hours.* Regular Business Hours are generally from 9:00 a.m. to 6:00 p.m. on all weekdays, except local government holidays and any other days of which we will inform you.
- c. *Reserved Rights.* All Hands Club is entitled to access the Premises, with or without notice, in connection with our provision of the Services. We may also modify or reduce the list of Services or furnishings provided at any time. The Services may be provided by us or a third party.

3. *Fees & Payment.*

- a. *Membership Fees.* When you sign up for a Monthly (Occasional or Unlimited) or Quarterly Membership, we will process payment for the pro-rata portion of the initial month in which you sign up. After the initial month, we will process payment for Monthly and Quarterly Membership Fees and other outstanding fees, in advance, monthly and no later than the fifth business day of each month. We will process payment for a Day Pass on the day you sign up.
- b. *Form of Payment.* All Hands Club requires all payments via credit card. You are required to inform us promptly of any changes to your credit card information and must ensure that you replace your credit card and update

the revelation information prior to its expiration date. If payment via credit cards fails on two occasions we may terminate your membership.

- c. *Late Fees.* If payment for the Membership Fee or any other accrued and outstanding fee is not made by the 10th of the month when due, you will be responsible for paying a late charge of 20%.
- d. *No Refunds.* There are no refunds of Membership Fees, fees for events, or other amounts paid to All Hands Club.

4. *Term & Termination.*

- a. *Term.* This agreement is effective upon your membership start date ("*Effective Date*"). This agreement will continue on a month-to-month basis (the initial term and subsequent renewal terms shall constitute the "*Term*").
- b. *Termination by All Hands Club.* All Hands Club may terminate this agreement immediately upon (i) your breach of this agreement; (ii) upon termination, expiration or material loss of All Hands Club's rights in the Premises; (iii) if any outstanding fees are still due after we provide you with notice; (iv) you fail to comply with any policies or rules we provide you; or (v) any other time, when we, in our reasonable discretion, see fit to do so. Upon termination, you will remain liable for all amounts past due.
- c. *Termination by You.* You may terminate this agreement upon 30 days prior written notice to All Hands Club. Upon termination, you will remain liable for all amounts past due.

5. *House Rules and Prohibitions.*

- a. *House Rules.* In addition to any rules or policies All Hands Club provides, you acknowledge that:
 - i. keys, key cards, and other items used to gain physical access to the Premises remain our property. You agree to safeguard our property and are liable for replacement fees;
 - ii. you shall promptly notify us of any change to your contact and payment information;
 - iii. we will provide notice to you of any changes to services, fees, or other updates by emailing the email addresses provided by you. It is your responsibility to read such emails and to ensure you are aware of any changes;

- iv. for security reasons, we may record certain areas in the Premises via video;
- v. we may disclose information about you as necessary to satisfy applicable law or government request or as we otherwise deem reasonably necessary for the protection of us or other Members;
- vi. you will abide by other rules and regulations as determined by us and communicated to you, including by email, and we may modify the rules and regulations at our discretion and with notice to you;
- vii. you have no expectation of privacy or security with respect to All Hands Club's Internet connection, networks, or information processing systems, and your activity, files, or messages on or using any of those systems may be monitored to ensure compliance with All Hands Club's policies, regardless of whether such activity occurs on equipment owned by you or All Hands Club;
- viii. your computers, tablets, mobile devices, and other electronic equipment must be (i) kept up-to-date with the latest software updates provided by the software vendor and (ii) kept clean of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile or intrusive operations; All Hands Club reserves the right to remove any device from our networks that poses a threat to our networks or users until the threat is remediated;
- ix. you will abide by the terms of the Master Lease for the Premises (a copy of which is available on site at the Premises and upon your request); and
- x. you will park only in the specified parking spaces for All Hands Club, as detailed on *Schedule B*. If those spaces are unavailable, you are responsible for finding street or other parking. Do not park in parking spaces labeled "Office Building Parking".

You are responsible for ensuring your guests and invitees comply with all House Rules.

b. *Prohibitions*. You will not:

- i. be a jerk - this is a community space for people to come together, interact with one another in a respectful manner, and have fun;
- ii. perform any activity that is disruptive or dangerous to us, any members, our employees, guests, or property;

- iii. use the Services to conduct or pursue any illegal activities or any activity that is generally regarded as offensive;
 - iv. misrepresent yourself to the All Hands Club community;
 - v. use any information or intellectual property belonging to other members or guests;
 - vi. use the Premises in a “retail,” “medical,” or other nature involving frequent visits by members of the public;
 - vii. make any copies of any keys, keycards, or other means of entry to the Premises or share any keys or keycards to any third party, unless authorized by us in advance; or
 - viii. allow any guests to enter the building without registering such guests and performing any additional required steps according to our policies.
6. *Technology Release.* To utilize the functionalities offered at the All Hands Club, it may be necessary to install software onto your computer, tablet, mobile device, or other electronic equipment. You agree that All Hands Club (i) is not responsible for any damage to your computer, tablet, mobile device, or other electronic equipment related to downloading and installation of any software; (ii) does not assume any liability or warranty if any manufacturer warranties are voided; and (iii) does not offer any verbal or written warranty regarding success of software or support.
7. *Waiver and Other Members.*
- a. *Waiver.* To the extent permitted by law, you, on your own behalf and on behalf of your guests and invitees, waive all claims and rights against All Hands Club and All Hands Club’s landlord at the Premises and All Hands Club’s employees, members, managers, agents, and successors (“*All Hands Club Parties*”) resulting from injury or damage to, or destruction, theft, or loss of any property or person.
 - b. *Other Members.* All Hands Club is not in control of and not responsible for the actions of other members or any third parties. If a dispute arises between you and another member or their invitees or guests, All Hands Club has no responsibility or obligation to participate, mediate or indemnify any party.
8. *Indemnification.* You shall indemnify and defend All Hands Club and All Hands Club Parties from any damages, expenses, fees, fines, penalties (including reasonable legal fees) and costs incurred by All Hands Club or All Hands Club Parties arising

out of your breach of this agreement by you or your guests, invitees, or any of you or their actions or omissions.

9. *Limitation on Liability.* All Hand Club's maximum liability in any action relating to the subject of this agreement is limited to the total membership and related fees paid by you during the past 3 months. All Hands Club is not liable for any claim for lost profits or similar damages, even if foreseeable and regardless of the form of action. These limitations are subject to applicable law. You may not commence an action or proceeding against All Hands Club, whether in contract or tort, or otherwise unless the action or proceeding is commenced within one year of the cause of action's accrual.
10. *Insurance.* You are responsible for maintaining personal property insurance covering your property loss and damage in an amount appropriate to your business.
11. *Governing Law.* California law governs this agreement. The state and federal courts for Marin County, California are the exclusive venues for resolving any disputes under this agreement.
12. *Miscellaneous.*
 - a. *Relationship.* Your agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The whole of the Premises remains our property and in our possession. We are giving you the right to share with us the use of the Premises so we can provide the Services to you. This is not an agreement between a landlord-tenant or lessor-lessee and this agreement shall not grant you or any Member any title, easement, lien, possession, or related rights in our business or on the Premises. This agreement does not create any tenancy interest, leasehold estate, or other real property interest. The parties are independent contractors of one another, and this agreement does not create a fiduciary or agent relationship, or partnership or joint venture.
 - b. *Legal Fees.* In any dispute regarding the subject of this agreement, the prevailing party is entitled to recover its reasonable legal fees and expenses from the non-prevailing party.
 - c. *This Agreement.* This agreement is the entire agreement of the parties with respect to the subject matter. This agreement may only be amended by a writing signed by both parties. If any term of this agreement is determined to be unenforceable, the remainder of this agreement will not be affected.

By joining as a Member, you agree to these Terms of Service, the Payment Authorization Terms and Conditions, and other policies and regulations provided to you by All Hands Club.

Schedule A

Membership Fees

Type of Membership	Fees	Details
Day Pass Membership	\$45	Allows use of the premises during regular business hours for one day only
Monthly Occasional Membership	\$90	Allows use of the premises during regular business hours for no more than four times in a calendar month
Monthly Unlimited Membership	\$180	Allows unlimited use of the premises during regular business hours in a calendar month
Quarterly Unlimited Membership	\$480	Allows unlimited use the premises during regular business hours for three months, and requires three months of pre-payment
Guest Membership	\$0	Allows once a month use of the premises only when accompanied by a monthly or quarterly member

Schedule B

Parking

Parking for Members and Guests of Members is only permitted in the area shown below:

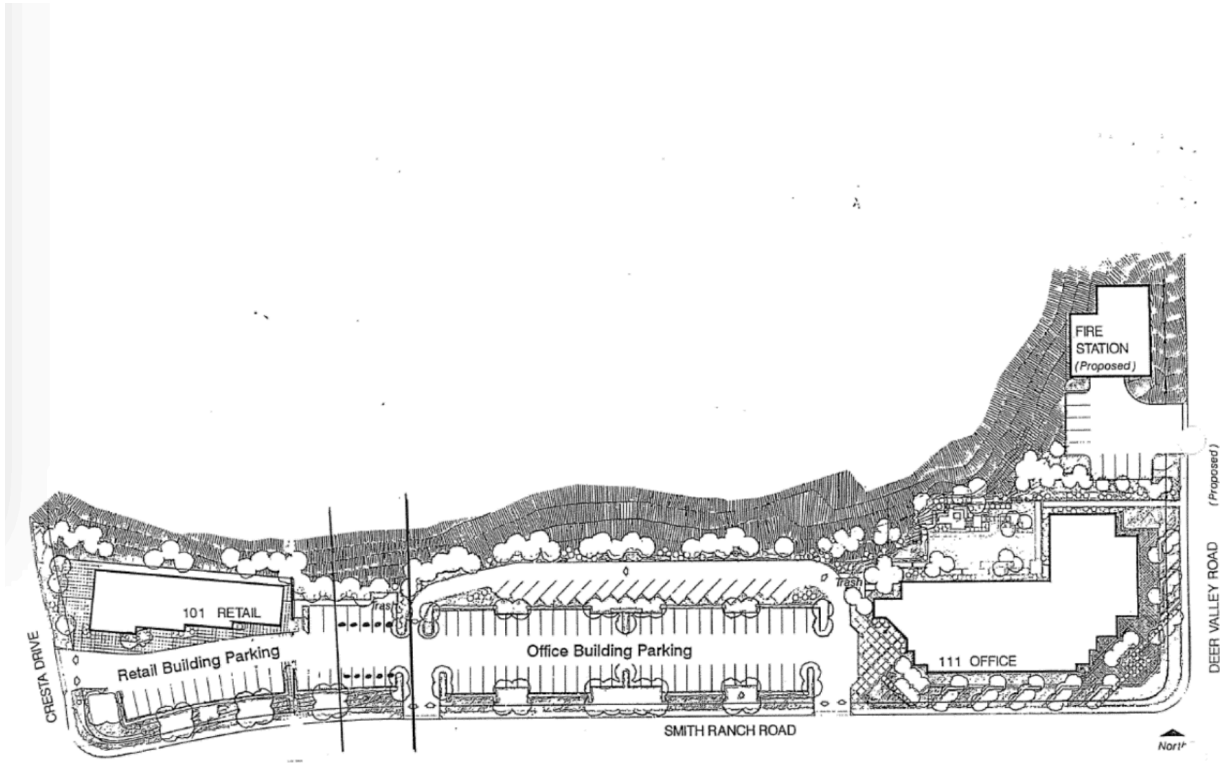


EXHIBIT B

• indicates visitor or short term parking.

Site Plan
Retail and Office Space
101 - 111 Smith Ranch Road
Marin County, California

NO SCALE