

Metropolis Space Agreement for The MFIT Collective and Membership Plans

By electronically signing the Agreement, you are entering into a legally binding agreement. Any Agreements, including these Terms and Conditions and Membership Plan will be effective when signed by both parties.

TERMS & CONDITIONS

1. Terms

“Space” shall mean any form of ownership providing you a right to use and occupy physical space for a specified interval either fixed or varied as to time and date, established as part of a prepaid membership plan, credits or otherwise.

“Membership Plan” refers to the online landing page form submitted for payment.

“Member” or “you” means the company, entity, or individual that enters into a Membership Agreement.

“Member Parties” means each person that has been authorized as your client or guest, and has been accounted for in the Space as being allowed to receive the Services (defined below).

“Premises” means the Premises in which the Space is located; building or portion of a building to offer services to Members.

“Metropolis” “we” or “us” means the entity you are contracting with.

2. Services

- a. Services. These services are referred to in this Agreement as the “Services.”
- b. Non-exclusive access to Space.
- c. Use of available cleaning and maintenance supplies for the Space.
- d. Use of available equipment on Premises as agreed upon by us
- e. Our Reserved Rights. We are entitled to access your Space, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes. We reserve the right to alter your Space. We may also modify

or reduce the list of Services for your Space at any time. The Services may be provided by us, an affiliate or a third party.

3. Membership Fees

- a. **Membership Fee.** The Membership Fee set forth on the Membership Plan covers the Services for only the Member indicated in the Membership Plan and Member Parties. Additional and Unauthorized Members will result in additional fees. Following any Term, we reserve the right to further increase or decrease the Membership Fee at our sole discretion upon thirty (30) days' prior notice to you.
- b. **Credits; Overage Fees.** Each month, you will receive a certain number of credits for Space use, as specified on the Membership Plan. These allowances may not be rolled over from month to month. If these allocated amounts are exceeded, you will be responsible for paying for additional usage. All usage fees are subject to fluctuations from time to time.
- c. **Outstanding Fees.** Any outstanding fees will be charged in arrears on a monthly basis. When we receive funds from you, we will first apply funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you, we may, in our sole discretion, withhold Services or terminate this Agreement
- d. **No Refunds.** Except as outlined in the Initial Term of this Agreement. There are no refunds of any fees or other amounts paid by you or your Member Parties connection with the Services.

4. Term and Termination

- a. **Term.** This Agreement will continue until terminated in accordance with the Membership Plan.
- b. **Termination by You; Changes in Space.** You may terminate this Agreement by notifying us at least 30 days notice from when you intend to terminate this Agreement. Any Membership Plan fees will be prorated
- c. **Termination or Suspension by Us.** We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you or your Member Parties; (ii) upon termination, expiration or material loss of our rights in the Premises; (iii) if any outstanding fees are still due after we provide notice to you; (iv) if you or any of your Member Parties fail to comply with any rules, terms or conditions

of Metropolis; (v) at any other time, when we, in our sole discretion, see fit to do so. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement. An individual Member will no longer be allowed access to the Services and is no longer authorized to access the Premises upon the earlier of (i) the termination or expiration of this Agreement; (ii) your removal of such Member as a Sharing Member or (iii) our notice to you that such Member materially or repeatedly violated this Agreement.

- d. Removal of Property Upon Termination (if applicable). Prior to the termination or expiration of this Agreement, you will remove all of your property from the Space and Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the Space or Premises after the termination or expiration of this Agreement and will not have any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property.

5. House Rules

In addition to any rules, policies and/or procedures that are specific to Premises used by you acknowledge and agree that:

- a. keys, door codes, and other such material used to gain physical access to the Premises, or the Space remain our property. You will cause your Member Parties to safeguard our property and code and you will be liable should any such property be lost, stolen or destroyed;
- b. you shall promptly notify us of any change to your contact and payment information;
- c. 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;
- d. all of your Member Parties are at least 18 years of age;
- e. common spaces such as the front area are to be enjoyed by all our members and guests unless otherwise instructed, and are for temporary use and not as a place for continuous use;
- f. you will be responsible for any damage to the Space exceeding normal wear and tear;
- g. you may not make any structural or nonstructural alterations to the Space or elsewhere in the Premises without prior approval by us.

- h. you consent to our non-exclusive, non-transferable use of your name and/or company logo in connection with identifying you as a Member, alongside those of other Members, on a public-facing "Membership" display, as well as in video, social and other marketing materials. You warrant that your logo does not infringe upon the rights of any third party and that you have full authority to provide this consent. You may terminate this consent at any time upon thirty (30) days' prior notice.
- i. No Member will:
 - a. perform any activity or cause or permit anything that is reasonably likely to be disruptive or dangerous to us or any other Member, or our or their guests or property, including without limitation the Space or the Premises;
 - b. use the Services, the Premises or the Space to conduct or pursue any illegal or offensive activities or comport themselves to the community in a similar manner;
 - c. Misrepresent themselves, either in person or to Metropolis
 - d. take, copy or use any information or intellectual property belonging to other Members or Member Parties, including without limitation any confidential or proprietary information, personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of this Agreement;
 - e. take, copy or use for any purpose our name or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the Premises, without our prior consent, and this provision will survive termination of this Agreement;
 - f. use the Space in a "retail," "medical," or other nature involving frequent visits by members of the public; or any unauthorized, illegal, or inappropriate nature
 - g. make any copies of any means of entry to the Space or the Premises or lend, share or transfer any entry means to any third party, unless authorized by us in advance;
 - h. allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to our policies; or
 - i. bring any weapons of any kind, or any other offensive, dangerous, inflammable or explosive materials into the Space or the Premises.

You are responsible for ensuring you and Member Parties comply with all House Rules.

6. Additional Agreements

- a. **Waiver of Claims.** To the extent permitted by law, you, on your own behalf and on behalf of your Member Parties, waive any and all claims and rights against us and our landlords at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet.
- b. **Limitation of Liability.** To the extent permitted by law, the aggregate monetary liability of us to you or your Member Parties for any reason and for all causes of action, will not exceed the total Membership Fees paid by you to us under this Agreement in the three (3) months prior to the claim arising. We will not be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You acknowledge and agree that you may not commence any action or proceeding against us, whether in contract, tort, or otherwise.
- c. **Indemnification.** You will indemnify us from and against any and all claims, including third party claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach or alleged breach of this Agreement by you or your Member Parties or any of your or their actions or omissions. You are responsible for the actions of and all damages caused by all persons and pets that you, your Member Parties or your or their guests invite to enter any of the Premises, including but not limited to any vendors hired by you that enter the Premises. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon us unless you have first obtained our written consent.
- d. **Insurance.** If you are conducting business as a fitness professional, company or entity, you are responsible for maintaining, at your own expense and at all times during the Term and for a period of one (1) year after, personal property insurance and commercial general liability insurance covering you and your Member Parties for property loss and damage, injury to your Member Parties and prevention of or denial of use of or access to, all or part of the Premises, in form and amount appropriate to your business. You will ensure that we and the landlord of the applicable Premises shall each be named as additional insureds on any such policies of insurance and that you waive any rights of subrogation you may have against us and the landlord of the applicable premises. You shall provide proof of insurance upon our request.

- e. Other Members. We do not control and are not responsible for the actions of other Members, Member Parties, or any other third parties. If a dispute arises between Members or Member Parties, we shall have no responsibility or obligation to participate, mediate or indemnify any party.\
- f. Privacy. We collect, process, transfer and secure personal data about you in accordance with all applicable data protection laws. Note that you are not obligated to provide us with personal information and any information collected by us will be provided by you at your own will and with your explicit consent granted herein by execution of this Agreement.
- g. Class Action Waiver. Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account, if we are a party to the proceeding.

7. Miscellaneous

- a. Nature of the Agreement; Relationship of the Parties. Your agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The whole of the Space remains our property and in our possession and control. We are giving you the right to share with us the use of the Space so that we can provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession or related rights in our business, the Premises, the Space or anything contained in or on the Premises or Space. This Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.
- b. Updates to the Agreement. We may from time to time update this Agreement and will provide notice to you of these updates either in advance or after the fact.

Continued use of the Space or Services beyond this time will constitute acceptance of the new terms.

- c. Waiver. Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.
- d. Subordination. This Agreement is subject and subordinate to our lease with our landlord of the Premises and to any supplemental documentation and to any other agreements to which our lease with such landlord is subject to or subordinate. However, the foregoing does not imply any sublease or other similar relationship involving an interest in real property.
- e. Causes or Conditions. Metropolis will not be liable for any causes or conditions that are beyond our reasonable control, including without limitation any conditions under the control of our landlord at the applicable Premises.
- f. Severable Provisions. Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.
- g. No Assignment. Except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the shares or assets of you or your parent corporation, you may not transfer or otherwise assign any of your rights or obligations under this Agreement (including by operation of law) without our prior consent. We may assign this Agreement without your consent.
- h. Compliance with Laws. You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations ethically and in accordance with all applicable laws.
- i. Entire Agreement. This Agreement, including the Membership Plan, constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement.